

SECOND AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Elijah Woldemariam (“Plaintiff”) and Defendant All Nippon Airways Co., Ltd. (“ANA” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s class action lawsuit alleging wage and hour violations against Defendant captioned *Woldemariam v. All Nippon Airways Co., Ltd.*, Superior Court of Los Angeles, Case No. 23STCV29685 (“Class Action”) filed on December 5, 2023, and a related representative action against Defendant entitled *Woldemariam v. All Nippon Airways Co., Ltd.*, Superior Court of Los Angeles, Case No. 23TRCV04045 (“PAGA Action”), filed on December 5, 2023.
- 1.2. “Administrator” means APEX Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Agreement” means this Settlement Agreement.
- 1.5. “Aggrieved Employee” means all current and former non-exempt employees of ANA within the State of California from September 28, 2022, through December 31, 2024.
- 1.6. “Class” means all current and former non-exempt employees of ANA within the State of California from December 5, 2019, through December 31, 2024.
- 1.7. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Brian J. St. John, and Maria Halwadjian, of Lawyers *for* Justice, PC, Jean-Claude Lapuyade of JCL Law Firm, APC, and Shani O. Zakay of Zakay Law Group, APLC.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff, the Class Members, and the Aggrieved Employees in the Action, as further defined below in Section 3.2.2, and which will require Court approval before remittance to Class Counsel.
- 1.9. “Class and Aggrieved Employees Data” means Class Member and Aggrieved Employee identifying information in Defendant’s possession including the name, last known address, and social security number of each Class Member and Aggrieved Employee, the number of workweeks in which each Class Member worked during the Class Period, and the number of pay periods each Aggrieved Employee worked during

the PAGA period.

- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Class Member and Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees.
- 1.12. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date For Final Court Approval, to be mailed to Class Members and Aggrieved Employees in English in the form, without material variation, attached as “**Exhibit A**” and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from December 5, 2019, through December 31, 2024.
- 1.14. “Class Representative” means Elijah Woldemariam, the named plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Enhancement Award” means the payment to the Class Representative in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), for initiating the Action, for providing services in support of the Action, and for providing a general release of any and all claims, known and unknown, against Defendant and all Released Parties, including a waiver of rights under California Civil Code Section 1542, as discussed in Paragraph 5.
- 1.16. “Class Settlement” means the settlement and release of the Released Class Claims.
- 1.17. “Court” means the Superior Court of California, County of Los Angeles.
- 1.18. “Defendant” means All Nippon Airways Co., Ltd.
- 1.19. “Defense Counsel” means Janet I. Swerdlow and Lori M. Yankelevits, of Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.
- 1.20. “Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.
- 1.21. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.23. “Funding Date” means the date on which Defendant shall fund the Gross Settlement Amount to the Administrator.
- 1.24. “Gross Settlement Amount” means Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Section 8 below. In addition to the Gross Settlement Amount, Defendant shall pay its employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Award, and the Administration Expenses.
- 1.25. “Individual Class Payment” means a Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Any Class Member who submits a timely and valid request for exclusion pursuant to the procedures set forth herein, is not eligible to receive an Individual Class Payment.
- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of twenty-five percent (25%) of the PAGA Award calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.27. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Section 3.2.4 below.
- 1.28. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Section 3.2.4.
- 1.29. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.30. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under California Labor Code section 2699, subd. (i).
- 1.31. “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Award paid to the LWDA under California Labor Code section 2699, subd. (i).
- 1.32. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and the Administration Expenses. The Net Settlement Amount is the portion of the Gross Settlement Amount that is to be paid to Participating Class Members as Individual Settlement Payments.
- 1.33. “Non-Participating Class Member” means any Class Member who opts out of the

Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.34. “Objection” means a Participating Class member’s written objection to the Class Settlement which must include: (a) the case name and number of the Class Action; (b) the objector’s full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.
- 1.35. “Operative Complaint” means the Class Action Complaint for Damages that Plaintiff filed on December 5, 2023, in the Class Action, and the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* that Plaintiff filed on December 5, 2023, in the PAGA Action.
- 1.36. “PAGA Claims” means the claims alleged in the pleading in the PAGA Action.
- 1.37. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.38. “PAGA Period” means the period from September 28, 2022, through December 31, 2024.
- 1.39. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.40. “PAGA Notice” means Plaintiff’s September 28, 2023, letter to Defendant and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).
- 1.41. “PAGA Penalties” means the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00), which is allocated toward PAGA civil penalties to be paid from the Gross Settlement Amount, of which twenty-five percent (25%) will be distributed to the Aggrieved Employees (\$17,500.00) and seventy-five percent (75%) will be distributed to LWDA (\$52,500.00) in settlement of Released PAGA Claims.
- 1.42. “PAGA Settlement” means the settlement and release of the Released PAGA Claims.
- 1.43. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.44. “Pay Period(s)” means any payroll period during which an Aggrieved Employee actively worked for Defendant for at least one day during the PAGA Period.
- 1.45. “Plaintiff” means Plaintiff Elijah Woldemariam, the named plaintiff in the Action.
- 1.46. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.47. “Preliminary Approval Order” means the Order Granting Preliminary Approval of the Settlement.
- 1.48. “Released Class Claims” means the claims being released as described in Section 5.4 below.
- 1.49. “Released PAGA Claims” means the claims being released as described in Section 5.5 below.
- 1.50. “Released Parties” means: Defendant and each of its former and current owners, partners, parents, subsidiaries, predecessors and successors, joint employers, and their affiliated entities, and each of their respective owners, members, officers, directors, managing agents, exempt employees, partners, shareholders, and agents, and any other successors, heirs, assigns, accountants, or legal representatives, any attorneys, insurers, reinsurer and/or claims representatives, both individually and in their business capacities.
- 1.51. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.52. “Response Deadline” means forty-five (45) days after the Administrator mails the Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Class Settlement, or (b) fax, email or mail his or her Objection to the Class Settlement. The Response Deadline shall be extended by fifteen (15) days from the original mailing for those Class Members to whom Class Notices are re-sent after having been returned undeliverable to the Administrator.
- 1.53. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.54. “Workweek” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendant for at least one day during the Class Period in California.

2. RECITALS.

- 2.1. Pursuant to California Labor Code section 2699.3, subd.(a), on September 28, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant.
- 2.2. On December 5, 2023, Plaintiff commenced this Action by filing a Class Action Complaint for Damages entitled *Woldemariam v. All Nippon Airways Co., Ltd.*, Superior Court of Los Angeles, Case No. 23STCV29685 (“Class Action”) and a separate, representative action entitled *Woldemariam v. All Nippon Airways Co., Ltd.*, Superior Court of Los Angeles, Case No. 23TRCV04045 (“PAGA Action”).

- 2.3. Defendant filed a Notice of Related Case in both cases and the Court thereafter ordered the cases related, with the Class Action as the lead case.
- 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents, testimony, and information, including, but not limited to: (1) Plaintiff's time and payroll records; (2) a class wide sampling of time and payroll records; (3) Defendant's employee handbooks and policy documents; (4) exemplars of Defendant's wage statements provided to Class Members during the Class Period; and (5) various class and PAGA data points regarding the Class Members and Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.6. On September 24, 2024, the Parties participated in an all-day mediation presided over by Steven Rottman, Esq., and while the case did not settle on that date, it led to continued negotiations and ultimately led to this Agreement to settle the Action.
- 2.7. The Court has not granted class certification. The Parties agree to class certification for settlement purposes only.
- 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes and contributions) prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the order granting final approval of the Settlement:
 - 3.2.1. To Plaintiff: Class Representative Enhancement Award to Plaintiff of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any Individual Settlement Payment and any Individual PAGA Payment the Class Representative is entitled to receive). Defendant will not

oppose Plaintiff's request for a Class Representative Enhancement Award that does not exceed this amount. As part of the motion for final approval of the Settlement, Plaintiff will seek Court approval for any Class Representative Enhancement Award. If the Court approves a Class Representative Enhancement Award less than the amount requested, the remainder will remain in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Award.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Two Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents (\$227,500.00), and Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. As part of the motion for final approval of the Settlement, Plaintiff will seek Court approval for any Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment of less than the amounts requested, the remainder will remain in the Net Settlement Amount to be distributed to Participating Class Members. Released Parties shall have no liability to any other counsel arising from any claim to any portion of any Class Counsel Award. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, this shall not be grounds for voiding this Agreement and the unapproved portion(s) shall be a part of the Net Settlement Amount.
- 3.2.3. To the Administrator: The Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the actual Administration Expenses are less, or the Court approves payment less than

\$6,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

3.2.4.1. After Preliminary Approval of the Settlement, the Administrator will divide the Net Settlement Amount by the total number of Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply the result by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

3.2.4.2. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the total number of Workweeks of all Participating Class Members to yield the "Final Workweek Value," and multiply each Participating Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Payment.

3.2.4.3. Tax Allocation of Individual Settlement Payments. Twenty percent (20%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The eighty percent (80%) of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment.

3.2.4.4. Effect of Non-Participating Class Members on Calculation of Individual Settlement Payments. Non-Participating Class Members will not receive payment of any Individual Settlement Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) to be paid from the Gross Settlement Amount, with 75% (\$52,500.00) allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties, i.e., \$17,500.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate seventy-five percent (75%) of the approved PAGA Penalties to the LWDA and twenty-five percent (25%) of the approved PAGA Penalties to the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Workweeks and Pay Periods. Based on a review of its records, Defendant estimated that there are 244 current and former non-exempt employees who worked approximately 32,300 workweeks in California during the Class Period and 17,200 pay periods during the PAGA Period.
- 4.2. Class and Aggrieved Employees Data. Within thirty (30) days of Preliminary Approval of the Settlement, Defendant will deliver the Class and Aggrieved Employees Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employees' privacy rights, the Administrator must maintain the Class and Aggrieved Employees Data in confidence, use the Class and Aggrieved Employees Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class and Aggrieved Employees Data to Administrator employees who need access to the Class and Aggrieved Employees Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class and Aggrieved Employees Data omitted class member information and to provide corrected or updated Class and Aggrieved Employees Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class and Aggrieved Employees Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class and Aggrieved Employees Data.
- 4.3. Funding of Gross Settlement Amount. Funding of the Gross Settlement Amount will be made by Defendant as follows: Defendant shall fund the Gross Settlement Amount (i.e., \$650,000.00) plus the employer payroll taxes and contributions owed on the Wage Portions of the Individual Settlement Shares by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date. None of the Gross Settlement Amount will be payable before Final Approval and the

Effective Date.

4.4. Payments from the Gross Settlement Amount.

- 4.4.1 Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will transmit payment for each and all Individual Settlement Payments, (ii) all Individual PAGA Payments, (iii) the LWDA PAGA Payment, (iv) the Class Representative Enhancement Award, (v) the Class Counsel Litigation Expenses Payment, and (vi) the Class Counsel Fees Payment.
- 4.4.2 Disbursement of the Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Award shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.
- 4.4.3 The Administrator will issue checks for the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks after the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment, if they are slated to receive both payments. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.4 The Administrator must conduct a Class Member and Aggrieved Employee Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member and Aggrieved Employee prior to the void date.

4.4.5 The Administrator shall transmit the leftover funds represented by canceled Individual Settlement Payment and Individual PAGA Payment checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

4.4.6 The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Such payments also shall not affect the regular rate of pay for any such person.

5. RELEASES OF CLAIMS. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Shares), Plaintiff, all Participating Class Members, and Aggrieved Employees, the LWDA, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them

5.2 Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, in exchange for the Class Representative Enhancement Payment, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Plaintiff for himself and for his respective spouses, domestic partners, marital community, children, estates, heirs, trusts, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assignees does forever and completely release and discharge and covenant not to sue the Released Parties with respect to any and all claims, demands, liens, agreements, contracts, grievances, covenants, actions, suits, causes of action, ages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, concealed or hidden, based

upon factual allegations during the Class Period which Plaintiff now owns or holds or has at any time heretofore owned or held as against said Released Parties, or any of them. Such released claims include specifically, but not exclusively and without limiting the generality of the foregoing, any and all claims, demands, agreements, grievances, obligations and causes of action, known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, relating to, or in any way connected with:

- 5.2.1 Any allegation in the Action;
 - 5.2.2 Any transactions, occurrences, acts or omissions set forth, or facts alleged during the Class Period, in any and all charges, complaints, claims, grievances or pleadings filed by Plaintiff against any Released Party with any city, county, state or federal agency, commission, office or tribunal whatsoever, including, but not limited to, the California Civil Rights Department, State of California, the Equal Employment Opportunity Commission, the United States Department of Labor, the LWDA, the federal and/or California Occupational Safety and Health Administration, and the National Labor Relations Board, or in any other forum, including arbitration; and/or
 - 5.2.3 Any transactions, occurrences, acts or omissions occurring during the Class Period, including specifically without limiting the generality of the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Constitution, the California Labor Code, the California Civil Code, the California Government Code, the California Business & Professions Code, or any other federal, state, or local statute or regulation.
 - 5.2.4 Plaintiff understands that there is a risk that any injury that she may have suffered by reason of the Released Parties' relationship with him might not now be known, and there is a further risk that said injuries, whether known or unknown, suspected or unsuspected, concealed or hidden, at the date of this Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and discharge the Released Parties, and understands that by the execution of this Agreement no further claim for any such injuries that existed at the time of the execution of this Agreement may ever be asserted by Plaintiff with respect to any and all claims arising in the time period from the beginning of time to the execution of this Agreement. Nothing in this paragraph is intended to apply to worker's compensation claims; however, this release does extend to claims alleging a violation of Labor Code Section 132a.
- 5.3 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff acknowledges that Plaintiff may hereafter discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Plaintiff hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiff acknowledges that she understands the significance and consequence of such release and such specific waiver of Section 1542.

5.4 Released Class Claims by Participating Class Members: Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, for the duration of the Class Period, all Participating Class Members, including Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could reasonably have been pleaded under local, state or federal law based on facts alleged in the Operative Complaint. Released Class Claims also includes any claims that arise from, are related to, or are otherwise reasonably connected with the facts alleged in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. It is the intent of the Parties that the Final Judgment entered by the Court shall have full equitable estoppel and res judicata effect and be final and binding upon the Class Representative and the Participating Class Members regarding the Released Class Claims. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

5.5 Release by Aggrieved Employees: Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees, including Plaintiff, whether or not they are a Participating Class Member, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for civil penalties under PAGA arising from the pleaded claims in the complaint in the PAGA Action and the September 28, 2023, PAGA Notice for the entire duration of the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Responsibility to Disclose Information: At least ten (10) calendar days

prior to the filing of the Motion for Preliminary Approval, Defendant will provide information setting forth the number of Class Members, Workweeks worked by the Class in the Class Period, number of Aggrieved Employees, and number of PAGA Pay Periods worked by the Aggrieved Employees in the PAGA Period in one of the following ways: 1) by preparing and delivering to Class Counsel a signed Declaration; 2) by preparing and delivering to the Court a signed Declaration; 3) by providing the information to the Settlement Administrator; or 4) by informally providing the information to Class Counsel by e-mail. Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all drafts of documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under California Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class and Aggrieved Employee List; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve as a representative of the Class and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel will timely comply with California

Labor Code Section 2699(l)(2) by submitting the Motion for Preliminary Approval of the Settlement to the LWDA concurrently with Plaintiff's submission to the Court.

- 6.4 Joint Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
- 6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action, LLC, and will ask the Court to appoint APEX Class Action, LLC, to serve as the Administrator and to perform all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator takes steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class and Aggrieved Employee Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data. At this time, the Settlement Administrator shall also confirm the number of Workweeks during the period December 5, 2019, through December 31, 2024, based on the Class and Aggrieved Employee Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than

fourteen (14) calendar days after receiving the Class and Aggrieved Employee List, the Administrator will send to all Class Members identified in the Class and Aggrieved Employee List, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as “**Exhibit A**”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment to the Class Member and/or Individual PAGA Payment payable to the Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than fifteen (15) days from the original mailing, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections to the Class Settlement, disputes regarding Workweeks and/or Pay Periods, and Requests for Exclusion from the Class Settlement will be extended an additional fifteen (15) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class and Aggrieved Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion from the Class Settlement (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Class

Settlement and includes the Class Member's full name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline. Aggrieved Employees may not exclude themselves from the PAGA Settlement and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Class Settlement, including the Participating Class Members' release of Released Class Claims under Section 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Settlement Payment or have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member and Aggrieved Employee shall have until the Response Deadline to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class and Aggrieved Employees Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all

challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Class Settlement.

7.7.1 Only Participating Class Members may object to the class-action components of the Settlement and/or this Agreement, including contesting the fairness of the Class Settlement, and/or amounts requested for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and/or Class Representative Enhancement Award.

7.7.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.7.3 Non-Participating Class Members have no right to object to the Class Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, an exemplar Class Notice, the Motion for Final Approval, the Motion for Class Counsel Award, and Class Representative Enhancement Award, the Final Approval Order and the Judgment on a portion of its website. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member and Aggrieved Employee calls.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed

for Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Administrator shall also provide Class Counsel and Defense Counsel, on a regular basis, with its assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 PAGA Pay Period and Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of PAGA Pay Periods and Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Class Counsel is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Class Settlement it received (both valid or invalid), the number of written objections to the Class Settlement and attach the Exclusion List and copies of all objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement, or that status thereof. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Section 4.1 above. If the qualifying pay periods increase beyond ten percent (10%) worked by the Class Members during the Class Period, the Defendant shall increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage in the number of pay periods worked by the Class Members above ten percent (10%) (e.g., if the number of pay periods increases by 11% to 18,920 pay periods, the Gross Settlement Amount will increase by 1%.)
9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect

whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the Settlement, a proposed final approval order and judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection to the Class Settlement raised by a Participating Class Member, including the right to file responsive documents in Court prior to or at the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. Material modification to the Agreement by the Court voids the Agreement at the option of the adversely affected party. The Court’s decision to award less than the amounts requested for the Class Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Penalties, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the General Release Payment, Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment,

the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount or the Net Settlement Amount.

- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of releases to be granted under the Settlement by Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to negotiate a resolution of the Action and obtain Preliminary Approval, Final Approval, and entry of Judgment, sharing equally (50-50 basis) any additional Administrative Expenses reasonably incurred after remitter. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, or any payments to Class Counsel or the Administrator shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

LWDA. Class Counsel will timely comply with California Labor Code Section 2699(l)(3) by providing the LWDA with the Court's Judgment or order granting Final Approval of the Settlement.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Class Action and PAGA Action complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that the settlement of this matter, including the Memorandum of Agreement that the Parties executed, does not constitute an admission by Defendant of any violation of federal, state, or local law, ordinance or regulation or of any violation of Defendant's policies, procedures, or of any liability or wrongdoing whatsoever. Consistent therewith, Defendant has denied, and continues to deny, any allegation made by Plaintiff and Defendant has further denied, and continues to deny, that Plaintiff or any Class Member or Aggrieved Employee has been damaged in any way or is entitled to any remedy in any form, whether legal or equitable. Neither this Agreement nor anything contained herein nor the Memorandum of Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendant or any Released Party.
- 11.2 Class Certification, or Representative Manageability for Other Purposes. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any

class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.3 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with any ethical obligations that may be owed to Class Members.

- 11.4 **No Declaratory Relief.** Other than ordering the payment provided for in this Agreement, no injunctive or declaratory relief will be ordered by the Court against Defendant in final approval of the Settlement, which will otherwise be grounds for Defendant rescinding and terminating the Settlement.
- 11.5 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with ethical obligations owed to Class Members.

Agreement Not To Initiate Further PAGA Action. Plaintiff agrees not to present any further or additional letters to the LWDA pursuant to California Labor Code Section 2699(a) relating to Defendant. Plaintiff further agrees not to assert in any other forum any claim for civil penalties arising under PAGA, whether individually or in a representative capacity, relating to Defendant.

- 11.6 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement

together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including the Memorandum of Agreement executed by the Parties on March 31, 2025.

- 11.7 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.8 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.9 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.10 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.11 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.15 Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 11.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 11.17 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.18 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

///

- 11.19 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel.: (818) 265-1020
Fax: (818) 265-1021

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292

Shani O. Zakay, Esq.
Nicole Noursamadi, Esq.
Zakay Law Group, APLC
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Tel.: (619) 255-9047

To Defendant All Nippon Airways Co. Ltd.:

Janet I. Swerdlow, Esq.
Lori M. Yankelevits, Esq.
Swerdlow Florence
Sanchez Swerdlow & Wimmer, A Law Corporation
10877 Wilshire Blvd., Suite 1650
Los Angeles, California 90024
Tel.: (310) 288-3980
Fax: (310) 733-1727

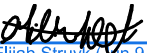
- 11.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. AdobeSign or DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents

of this Agreement.

- 11.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.
- 11.22 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
- 11.23 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant:

IT IS SO AGREED:


Elijah Struyk (Jun 9, 2026 15:15:21 PDT)
Elijah Woldemariam
Plaintiff

By: Yoshiyuki Hirooka
Vice President General Administration,
The Americas

Defendant All Nippon Airways Co., Ltd.

of this Agreement.

- 11.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.
- 11.22 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.
- 11.23 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class Action and PAGA Settlement Agreement between Plaintiff and Defendant:

IT IS SO AGREED:

Elijah Woldemariam
Plaintiff

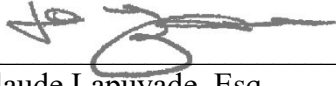


By: Yoshiyuki Hirooka
Vice President General Administration,
The Americas

Defendant All Nippon Airways Co., Ltd.

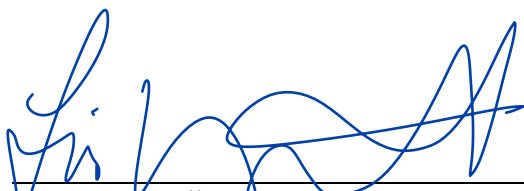
APPROVED AS TO FORM:

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Maria Halwadjian, Esq.
Lawyers *for* Justice, P.C.
Counsel for the Putative Class/Aggrieved
Parties



Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC

Shani O. Zakay, Esq.
Nicole Noursamadi, Esq.
Zakay Law Group, APLC

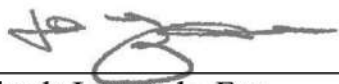


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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Elijah Woldemariam v. All Nippon Airways, Co., LTD., Case No. 23STCV29685

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money through the settlement of Class Action and PAGA lawsuits pending in the Superior Court of California for the County of Los Angeles, *Elijah Woldemariam v. All Nippon Airways, Co., LTD*, Case Nos. 23STCV29685 and _____, against All Nippon Airways Co. Ltd. (“Defendant”) for alleged wage and hour violations(collectively, the “Actions”). Both Actions were filed by Elijah Woldemariam (“Plaintiff”). One seeks payment of relief for a class of all current and former non-exempt employees of All Nippon Airways Co. Ltd. within the State of California (“Class Members”) who worked for Defendant during the Class Period (December 5, 2019, through December 31, 2024) (“the “Class Action”); and the other seeks penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees of All Nippon Airways Co. Ltd. within the State of California (“Aggrieved Employees”) who worked for Defendant during the PAGA Period (September 28, 2022, through December 31, 2024) (the “PAGA Action”).

The proposed settlement of the Actions has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XX (less withholding) and your Individual PAGA Payment is estimated to be \$XX**. The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked XX workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that is covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked for at least one day during the Class Period and how many PAGA Pay Periods you worked for at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Class Action alleges causes of action against Defendant (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay final wages; (6) failure to timely pay final wages during employment; (7) failure to provide accurate wage statements; (8) failure to timely pay wages in violation of California Labor Code Section 204; (9) failure to maintain accurate payroll records; (10) failure to reimburse for necessary business expenditures; and (11) violation of California’s Business and Professions Code Sections 17200 *et seq.* In the PAGA Action, Plaintiff seeks civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) for the same alleged violations.

Plaintiff is represented by attorneys in the Action: JCL Law Firm, APC, the Zakay Law Group, APLC, and Lawyers for Justice, P.C. (“Class Counsel.”)

Defendant strongly denies any wrongdoing, including violating any laws or failing to pay any wages, and Defendant contends it complied with all applicable laws. Nevertheless, Defendant has agreed to settle the Actions and resolve these disputes.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

On _____, the Los Angeles Superior Court granted preliminary approval of this Class Action and PAGA Settlement and ordered that all Class Members and Aggrieved Employees be notified of the Settlement. . By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. Defendant denies all the allegations made by Plaintiff in the Actions, denies that it violated any law, and is confident that it has strong legal and factual defenses to these claims. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendant that the claims in the Class Action or the PAGA Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of Plaintiff’s claims in the Actions. The Court has only preliminarily approved the Settlement. This Notice is not to be understood as an expression of any opinion by the

Court as to the merits of the claims. The Court will decide whether to give final approval to this Settlement at the Final Approval Hearing.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Gross Settlement Amount. Defendant Will Pay \$650,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$227,500.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. The attorneys fees will be divided among Plaintiff’s counsel as follows: 85% to Lawyers for Justice, PC, 7.5% to Zakay Law Group, APLC, and 7.5% to JCL Law Firm, APC.
 - B. Up to \$7,500.00 to the Class Representative as a Class Representative Enhancement Award for filing the Action, working with Class Counsel and representing the Class, and in exchange for a general release of all claims against Defendant. A Class Representative Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff’s respective Individual Class Payment and any Individual PAGA Payment.
 - C. Up to **\$XX** to the Administrator for services administering the Settlement.

- D. Up to \$70,000.00 for PAGA Payment, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interests and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded

from the Class Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the PAGA Action.

7. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Class Action and PAGA Action, as resolved by this Settlement.

The Participating Class Members will be bound by the following release: all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, demands, rights, liabilities, and causes of action that were or could reasonably have been pleaded under local, state or federal law based on facts alleged in the Operative Complaint. Released Class Claims also includes any claims that arise from, are related to, or are otherwise reasonably connected with the facts alleged in the Operative Complaint.

9. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the PAGA Action and resolved by this Settlement. The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from any and all claims for civil penalties under PAGA arising from the pleaded claims in the Complaint in the PAGA Action and the September 28, 2023, PAGA Notice for the entire duration of the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Elijah Woldemariam v. All Nippon Airways, Co., LTD., Case No. 23STCV29685*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must receive your request to be excluded by MONTH XX, 202X, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **MONTH XX, 202X** at **XX:XX am/pm** in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, the motions for approval of the Settlement, or any other Settlement document is to go to the Administrator's website at www.apexclassaction.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://portal.scsccourt.org/search>) and entering the Case Number for the Action, Case No. 23STCV29685. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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LAWYERS for JUSTICE, P.C.
450 North Brand Blvd., Suite 900
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T: 818-265-1020
F: 818-265-1021
edwin@calljustice.com

Settlement Administrator:

APEX CLASS ACTION LLC
18 Technology Drive, Suite 154
Irvine, CA 92618
T: 1-800-355-0700
info@apexclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.