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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ELIJAH WOLDEMARIAM, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

ALL NIPPON AIRWAYS CO., LTD., a
Japanese corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV29685

[PROPOSED] ORDER

Date: September 18, 2026
Time: 10:30 a.m.

Dept.: 1

FILED
Superior Court of California
County of Los Angeles

10/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 Plaintiff's motion for an order finally approving the Second Amended Class Action and
2 PAGA Settlement Agreement ("Agreement") and Motion for Class Counsel Fees, Class Counsel
3 Litigation Expenses, and Class Representative Enhancement Award duly came on for hearing on
4 September 18, 2026, before the above-entitled Court. Zakay Law Group, APLC, JCL Law Firm,
5 APC, and Lawyers for Justice, P.C. appeared on behalf of Plaintiff ELIJAH WOLDEMARIAM
6 ("Plaintiff"). Swerdlow Florence Sanchez Swerdlow & Wimmer, appeared on behalf of Defendant
7 ALL NIPPON AIRWAYS CO., LTD. (hereinafter "Defendant").

8 I. FINDINGS

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No.
15 23STCV29685, entitled *Elijah Woldemariam, et al. v. All Nippon Airways Co., Ltd.* (the "Action")
16 and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On June 24, 2026, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on July 14, 2026.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation
27 and the proposed settlement to the members of the Class Members. The Court finds that the Notice
28 Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was August 28, 2026.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of the Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$650,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to
13 allow the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
23 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
24 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

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1 **PAGA Penalties**

2 9. The Agreement provides for a payment of PAGA Penalties in the amount of
3 \$70,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
4 Penalties and the allocation of \$52,500.00 (75% of the PAGA Penalties) to the LWDA and
5 \$17,500.00 (25% of the PAGA Penalties) to the Aggrieved Employees is fair and reasonable and
6 complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Fees Payment and Class Counsel Litigation Expenses**

8 10. The Agreement provides for a payment of Class Counsel Fees and Class
9 Counsel Litigation Expenses in the amount of up to \$257,500.00. The Class Counsel Fees
10 Payment and Class Counsel Litigation Expenses Payment consists of attorneys' fees equal to 35%
11 of the Gross Settlement Amount, or Two Hundred Twenty-Seven Thousand Five Hundred Dollars
12 and Zero Cents (\$227,500.00) and reimbursement of costs and expenses in the amount of up to
13 Thirty Thousand Dollars (\$30,000.00).

14 11. A payment of Class Counsel Fees of Two Hundred Sixteen Thousand, Six
15 Hundred and Sixty-Six Thousand Dollars and Sixty-Six Cents (\$216,666.66) and a Class Counsel
16 Litigation Expenses Payment of \$22,612.10 for reimbursement of actually incurred costs and
17 expenses is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked
18 by Class Counsel, and the results achieved by Class Counsel.

19 **Class Representative Enhancement Award**

20 12. The Agreement provides for a Class Representative Enhancement Award of
21 up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), subject to the Court's
22 approval. The Court finds that a payment in the amount of Seven Thousand Five Hundred Dollars
23 and Zero Cents (\$7,500.00) is reasonable in light of the risks and burdens undertaken by Plaintiff
24 in this class action litigation.

25 **Administration Expenses**

26 13. The Agreement provides for Administration Expenses to be paid in an
27 amount not to exceed \$6,000.00. The Declaration of the Administrator provides that the actual
28

1 claims administration expenses were \$5,990.00. The amount of this payment is reasonable in light
2 of the work performed by the Administrator.

3 **II. ORDERS**

4 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

5 1. The Class is certified for the purposes of settlement only. The Settlement
6 Class is hereby defined to include:

7 “All current and former non-exempt employees of All Nippon Airways Co., Ltd.
8 within the State of California from December 5, 2019, through December 31,
9 2024”

10 2. There are 244 members of the Class. Every person in the Class who did not
11 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-
12 outs to the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Defendant shall fully fund the Gross Settlement Amount no later than thirty
17 (30) calendar days after the Effective Date. The “Effective Date” means the later of (a) the last day
18 on which any appeal might be filed with respect to the Final Approval Order and Judgment,
19 assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to
20 Final Approval Order and Judgment – including expiration of any time to seek reconsideration or
21 further review. In exchange, the Class Members shall release the “Released Parties” from the
22 “Released Class Claims” and the “Aggrieved Employees” shall release the “Released Parties”
23 from the “Released PAGA Claims.”

24 a. “Released Parties” means Defendant and each of its former and
25 current owners, partners, parents, subsidiaries, predecessors and successors, joint employers, and
26 their affiliated entities, and each of their respective owners, members, officers, directors,
27 managing agents, exempt employees, partners, shareholders, and agents, and any other successors,
28

1 heirs, assigns, accountants, or legal representatives, any attorneys, insurers, reinsurer and/or claims
2 representatives, both individually and in their business capacities.

3 b. “Released Class Claims” are defined as any and all claims,
4 demands, rights, liabilities, and causes of action that were or could reasonably have been pleaded
5 under local, state or federal law based on facts alleged in the Operative Complaint. Released Class
6 Claims also includes any claims that arise from, are related to, or are otherwise reasonably
7 connected with the facts alleged in the Operative Complaint. Except as set forth in Section 5.3 of
8 this Agreement, Participating Class Members do not release any other claims, including claims for
9 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers’ compensation, or claims based on
11 facts occurring outside the Class Period. It is the intent of the Parties that the Final Judgment
12 entered by the Court shall have full equitable estoppel and res judicata effect and be final and
13 binding upon the Class Representative and the Participating Class Members regarding the
14 Released Class Claims. Each Participating Class Member will be deemed to have made the
15 foregoing Release as if by manually signing it.

16 c. “Aggrieved Employees” are defined as all current and former non-
17 exempt employees of All Nippon Airways Co., Ltd. within the State of California from September
18 28, 2022, through December 31, 2024 (“PAGA Period”).

19 d. “Released PAGA Claims” are defined as any and all claims for civil
20 penalties under PAGA arising from the pleaded claims in the complaint in the PAGA Action and
21 the September 28, 2023, PAGA Notice for the entire duration of the PAGA Period.

22 5. Class Counsel are awarded a Class Counsel Fees Payment in the amount of
23 Two Hundred Sixteen Thousand, Six Hundred and Sixty-Six Thousand Dollars and Sixty-Six
24 Cents (\$216,666.66) and a Class Counsel Litigation Expenses Payment for reimbursement of costs
25 and expenses in the amount of \$22,612.10. Class Counsel shall not seek or obtain any other
26 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

27 6. The payment of the Class Representative Service Payments to the Plaintiff
28 in the amount of \$7,500.00 is approved.

1 7. The payment of \$5,990.00 to the Administrator for Administration
2 Expenses Payment is approved.

3 8. The PAGA Penalties of \$70,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
5 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
6 fraud or collusion.

7 9. Final Judgment is hereby entered in this action. The Final Judgment shall
8 bind each Participating Class Member.

9 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
10 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
11 Act ("PAGA").

12 11. The Court further finds and determines that Class Counsel satisfied
13 California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of
14 claims arising under the Private Attorney General Act ("PAGA") on January 16, 2026.

15 12. The Court orders Class Counsel to comply with California Labor Code §
16 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the
17 Court's entry of this Order.

18 13. The Agreement is not an admission by Defendant, nor is this Final
19 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
20 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
21 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
22 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
23 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
24 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
25 concession with regard to the denials or defenses by Defendant and shall not be offered in
26 evidence in any action or proceeding against Defendant in any court, administrative agency or
27 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
28 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.

1 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
2 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
3 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
4 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
5 claims being released by the Settlement.

6 14. Notice of entry of this Final Approval Order and Judgment shall be given to
7 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
8 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
9 Final Approval Order and Judgment shall be posted on Administrator's website as indicated in the
10 Notice Packet.

11 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
12 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
13 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
14 connection with the distribution of settlement benefits.

15 16. If the Settlement does not become final and effective in accordance with the
16 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
17 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
18 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
19 be vacated.

20 **IT IS SO ORDERED.**

21
22 DATED: October 1, 2026



A handwritten signature in black ink, appearing to read "Theresa M. Traber".

Theresa M. Traber / Judge

JUDGE OF THE SUPERIOR COURT