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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAMES BONO, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. MIZKAN AMERICA PARTNERS, INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2515554 *[Assigned to Hon. Nicole Quintana Winter, Dept. S29, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing Date: November 30, 2026 Time: 9:00 a.m. Dept.: S29

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I represent Plaintiff in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

/ / /

COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my nearly 25 years in practice. Over the last 19 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled well over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in close to half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $300 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). At one point, my team and I held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

5. I have tried two class and PAGA cases against Fortune 100 companies. I was lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior Court and received a $425,000 judgment. I was co-counsel in a class action case against Walmart that was tried to the jury in District Court for the Central District, wherein the jury awarded Plaintiffs over $6 million. Following the successful outcome in trial, both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last 6 consecutive years, I have

been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all Direct Hires and Staffed Employees who worked at Defendant's locations in California during the Class Period of May 27, 2021, through May 19, 2026.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is $458,893.72, after the deductions set forth in the chart below:

Gross Settlement Amount	**$ 793,500.00**
Attorneys' Fees	$ 264,500.00
Litigation Costs	$ 26,106.28
Administrator Costs	$ 14,000.00
PAGA Penalties	$ 20,000.00
Class Representative Service Award	$ 10,000.00
Net Settlement Amount	**$ 458,893.72**

9. The process of mailing the Notice Packets was very successful, as all Class Notices were determined to be deliverable, resulting in a 100% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected or opted out of the settlement.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class, and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and

possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendant vigorously contested Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendants that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the Class Members.[1]

15. When this case was taken on a contingency fee basis, with my office agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the

[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

course of this litigation, my office paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

16. There are several factors and reasons why I believe the Court should award the requested amount of attorneys' fees.

17. First, Class Counsel's efforts resulted in a common fund settlement amount of $793,500, whereby some Class Members will receive as much as $5,126.07, while the average payment is $599.08. This is an excellent result in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive litigation, discovery, preparation, investigation, mediation, and substantial work thereafter.

18. Second, Plaintiff faced significant risks going forward with the litigation. As discussed in the motion for preliminary approval, Defendant raised various defenses throughout this litigation, any one of which, if successful, could have decimated Plaintiff's case. And Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals.

19. Third, Class Counsel are experienced class action litigators. This experience and expertise, combined with the high quality of work performed in this case, resulted in the settlement achieved in this case.

20. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. If, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we faced litigating this contingency case, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are

successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination- preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. To illustrate the high-risk nature of contingent representation in class actions, I can directly attest to handling many cases that resulted in: (a) zero recovery, and a major loss, (b) a negative multiplier, and (c) individual settlements in lieu of a class recovery.

22. For instance, my firm received zero recovery – and posted substantial loss of hard costs and attorney hours – in many cases, including the following examples:

A. In 2025 alone, there were several Class/PAGA actions in which ***Defendants filed for bankruptcy, resulting in a potential loss of all fees and costs***. These bankruptcies resulted in an anticipated attorneys' fees loss of approximately $1.3 million due to the loss of nearly $4 million in Class/PAGA settlements (*Williamson v. Kal Freight, Inc., et. al*, Riverside Superior Court Case No. CVRI2204960; *Grammatico v. Kal Freight, Inc.*, San Bernardino Superior Court Case No. CIVSB2214750; *Lyons v. Modivcare*, San Bernardino Superior Court Case No. CIVSB2312049; *Turner v. Sharon Care*, Los Angeles Superior Court Case No. 24STCV02146).

B. In a complex Class/PAGA action that was litigated for **7 years**, and after receiving class certification, my firm eventually reached a settlement with Defendants that factored in Defendants' financial constraints. This settlement resulted in a **negative 7.75 multiplier**. After the Court granted Final Approval, ***Defendants have defaulted and failed to fund any payments to the Settlement Administrator; as a result, we began the collections process, but have not yet recovered any funds.*** (*Carr v. H&IC Bros. Corp*., San Bernardino Superior Court Case No. CIVDS1711425).

C. In another heavily litigated Class/PAGA action, my firm obtained class certification, prevailed on summary adjudication as to liability, then fully prepared for trial (on damages only). Yet, one day before the start of trial, ***Defendant filed for bankruptcy, resulting***

in complete loss of attorneys' fees and all costs advanced (*Garza v. Quality Conversation*, San Bernardino Superior Court Case No. CIVDS1506788).

D. My firm has also had numerous Class/PAGA cases result in a complete loss of all fees and cost because of early bankruptcy filings. (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No. RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927).

23. Additionally, even when my firm achieved a settlement (which appears on its face as a "favorable" outcome), there are countless times when the fees requested by my firm still result in a ***large negative attorney fee multiplier***, including the following examples:

A. ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDCX10100451, my firm litigated for over 4.5 years, and obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier due to financial condition;

B. ***Negative 4.24 multiplier:*** In *Sacks v. Natural Energy*, San Bernardino Superior Court Case No. CIVDS1811288, the matter resulted in a settlement with a negative 4.24 multiplier for my firm due to financial condition.

24. There are also many situations when my firm is forced to convert matters into small individual settlements (and therein lose substantial attorneys' fees) for a variety of reasons, including the financial constraints of a defendant, or because a company may engage in a "Pick-up Stix Campaign" to settle directly with the class members, or because a defendant engages in a reverse auction and settles a class/PAGA case with another firm that will take less, thereby cutting off Class Counsel's recovery. There are indeed numerous examples of this occurring that result in an individual settlement, thereby causing my firm to bear the burden of a loss in attorneys' fees.

25. To offset these risks and unfavorable results, Courts historically award a multiplier on Class Counsel's lodestar, as discussed further below. Because if the *best* my firm could hope for is merely to be paid its customary hourly rate multiplied by the number of hours worked on a case, then my firm would not be compensated for the hardships and serious risks

they faced litigating contingency cases and incurring losses on the unfavorable results, and would not be incentivized to take on similar cases in the future. Indeed, the availability of a "lodestar multiplier" allows my firm to be an advocate for employees and take on risky cases where we may have to shoulder the risks of large losses in other cases, so that the class members do not have to forego their right to the justice system. Thus, the potential for a multiplier ensures that competent counsel who are willing to offer contingency fee agreements are available and willing to take on cases to help all Class Members – not just those employed by large corporations.

26. Fifth, the request for attorney's fees from the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by my office. Moreover, the award of a one-third fee recovery under the common fund doctrine was recently approved by the California Supreme Court in *Laffitte*, *supra*, 1 Cal.5th 480, 503.

27. For these reasons, a common fund fee award in the amount of $264,500 from the common fund created by Plaintiff and Class Counsel is fair and reasonable, especially where the requested amount requires only a small multiplier, well within the range of reasonableness adopted by California courts. In fact, courts have held that "[m]ultipliers can range from 2 to 4 or even higher." *Wershba*, 91 Cal.App.4th at 255; *see also Steinder v. Am. Broadcasting Co., Inc*. (9th Cir. 2007) 248 Fed.Appx. 780, 783 (**approving multiplier of 6.85** and citing cases with comparable or higher multipliers); *Craft v. County of Los Angeles* (C.D. Cal. Apr. 1, 2008) 2008 U.S. Dist. LEXIS 27526 (**applying 5.2 multiplier**); *Torchia v. WW Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 275-278 (approving attorneys' fees of $550,000 **constituting a 3.57 multiplier** on class counsel's total lodestar); *Vizcaino,* 290 F.3d at 1051 (finding no abuse of discretion in **awarding a multiplier of 3.65**); *Sternwest Corp v. Ash* (1986) 183 Cal.App.3d 74, 75-76 (where the Court of Appeal remanded for a lodestar enhancement of "**two, three, four or otherwise**").

28. At my office, this case was primarily handled by my senior associate attorney, Peter Carlson, while I performed the role of the supervising attorney. As set forth in his

declaration, Mr. Carlson works exclusively with me on employment law matters. He has been in practice for 12 years and bills at the hourly rate of $750/hour. I have been in practice for nearly 25 years, with most of those years handling complex litigation and for over the last 19 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

29. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

30. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is $674 per hour, and the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

31. Here, the combined lodestar for my firm totals $229,300. This includes Mr. Carlson's 196.8 hours that he billed on this matter (as set forth in his declaration) plus my 86 hours (including time I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter). Thus, our total lodestar reflects a modest lodestar multiplier of 1.15. Thus, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

32. In the course of prosecuting this action, my office has incurred expenses necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be $26,106.28, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit B). Since the Settlement Agreement provided for capped costs up to $30,000, the savings will be placed in the Net Settlement Amount and distributed to the Participating Class Members. Defendant does not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

33. I also believe that the service award of $10,000 to Plaintiff is fair and warranted for the reasons outlined in his declaration and in the motion. He came forward and worked directly with my office in analyzing the claims and documents, providing valuable information. (See his declaration for supporting information.) Indeed, his participation was an essential element of Defendants' desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case. In addition, he also took on various risks, including the risk that he could have been ordered to pay Defendant's costs if he lost and the risk of retaliation and being black-balled in the industry. He also provided a full release of all claims. Defendant

does not oppose the requested service award.

SUBMISSION TO THE LWDA

34. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (See Exhibit "C").

EXHIBITS AND CONCLUSION

35. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A.

36. Attached hereto as Exhibit B is a true and correct copy of an itemized statement of my firm's litigation costs.

37. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit C.

38. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 3, 2026, at Riverside, California.

By: _____
Brian J. Mankin, Esq.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAMES BONO, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. MIZKAN AMERICA PARTNERS, INC., a California Corporation; and DOES 1 through 20, inclusive; Defendants.	Case No.: CIVSB2515554 *[Assigned to Hon. Nicole Quintana Winter, Dept S29, for all purposes]* **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiff James Bono, individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant Mizkan America Partners, Inc., and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" means and refers to the case entitled *Bono v. Mizkan America Partners, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2515554.

2. "Aggrieved Employee(s)" means all Direct Hires and Staffed Employees who worked at Defendant's locations in California during the PAGA Period.

3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

4. "Class" is defined all Direct Hires and Staffed Employees who worked at Defendant's locations in California during the Class Period.

5. "Class Member(s)" refers to individual members of the Class.

6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

7. "Class Data" means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include, for each Class Member: the individual's full name; last known address; Social Security Number; and total Direct Hire Weeks Worked and/or total Staffed Employee Weeks Worked during the PAGA Period and the Class Period.

8. "Class Period" is deemed to be any time during the period of May 27, 2021, through May 19, 2026.

9. "Class Representative" or "Plaintiff" means and refers to Plaintiff James Bono.

10. "Complaint" refers to the operative first amended complaint, which pleads class action and PAGA representative claims.

11. "Court" (or "Judge") means the California Superior Court, County of San

Bernardino.

12. "Defendant" means and refers to Defendant Mizkan America Partners, Inc.

13. "Defendant's Counsel" or "Defense Counsel" means and refers to Littler Mendelson, P.C.

14. "Direct Hire(s)" means and refers to individuals who were nonexempt employees hired directly by Defendant and employed to work for Defendant in California during the Class Period.

15. "Direct Hire Workweek(s)" or "Direct Hire Weeks Worked" means any and all work weeks during the Class Period during which the Class Member worked at least one day for Defendant in California as a Direct Hire.

16. "Effective Date" means the latest of the following dates: (i) if no Class Member timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date the Court enters an order granting Final Approval; (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

17. "Escalator Clause:" The Parties agree that it is estimated that there are approximately 28,000 Workweeks during the Class Period. As such, the Parties agree that, should the total number of Workweeks exceed 30,800 (which is 10% more than Defendant's representation), then Defendant shall have the option of either: (1) increasing the Gross Settlement Amount by $28.34 (GSA divided by 28,000) for each additional Workweek above 30,800, or (2) changing the end date of the Class Period to a date through which there are no more than 30,800 Workweeks. However, in no event shall the Class Period end before February 18, 2026 (the date of mediation).

18. "Final Approval" refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on all or substantially

all of the terms provided herein, or as may be modified by subsequent written and executed agreement of the Parties.

19. "Individual Class Payment" refers to each Participating Class Members share of the Net Settlement Amount, as further discussed in Paragraph 52(c) below.

20. "Individual PAGA Payment" refers to each Aggrieved Employees share of the PAGA Penalties, as further discussed in Paragraph 52(c) below.

21. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 52(b) below.

22. "Notice" means the notice of proposed class settlement that will be sent to the Class Members, and which will advise each Class Member of the settlement and his or her estimated Individual Class Payment and Individual PAGA Payment, total Direct Hire and Staffed Employee Weeks Worked, and will further advise of the setting of a Final Approval Hearing.

23. "Objecting Class Member" means a Class Member, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 69(c) below.

24. "PAGA Penalties" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"), as well as the individual PAGA payment allocated to each Aggrieved Employee.

25. "PAGA Period" is deemed to be any time during the period of May 27, 2024, through May 19, 2026.

26. "Participating Class Member" means any and all Class Members who are deemed to participate and receive an Individual Class Payment and do not opt-out by submitting a timely and valid Request for Exclusion.

27. "Parties" or "Settling Parties" mean Plaintiff and Defendant, collectively.

28. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement and enters the Preliminary Approval Order.

29. "Preliminary Approval Order" means the judicial Order to be entered by the

Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiff's motion for preliminary approval but will be provided with at least five (5) court days as an opportunity to review and comment upon the motion before it is filed.

30. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and from which the settlement payments shall be made.

31. "Released Class Claims" or "Class Claims" by the Participating Class Members upon Final Approval of the Settlement will include all claims alleged in the Complaint, or those that reasonably could have been alleged based upon the facts stated in the Complaint, including the following causes of action and all statutory support thereof: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

32. "Released PAGA Claims" means the PAGA claims alleged in the Complaint, or that reasonably could have been alleged based on the facts stated in the Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay vested vacation, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released

Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' substantive, non-PAGA claims for wages or statutory penalties.

33. "Released Parties" means Defendant Mizkan America Partners, Inc., along with its related entities Mizkan America, Inc., Mizkan America Holdings, Inc., Mizkan Holdings Co., Ltd., insurers, and all of Defendant's past, present, and future direct or indirect parents, subsidiaries, affiliates, divisions, brand entities, operating companies, holding companies, internal affairs entities, successors, assigns, insurers, benefit plans, and related entities worldwide, whether or not specifically named, as well as Relevant Staffing Agencies.

34. "Release" shall mean the release and discharge of the Released Class Claims by Plaintiff and all Participating Class Members and their assignees.

35. "Relevant Staffing Agencies" means and refers to the following staffing agency entities: One Source 4 Labor (OS4 Labor, LLC), Priority Workforce, Inc., Supreme HR Service LLC, United Staffing Associates, LLC, AppleOne Employment Services, Inc., and San Gabriel Temporary Staffing Services, LLC *dba* LaborMax Staffing.

36. "Response Deadline" is 30 calendar days from the date the Notice is mailed to the Class Members.

37. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 69(a) below.

38. "Settlement Amount" is $793,500, subject to the Escalator Clause and exclusive of Defendant's obligation to separately fund its share of payroll taxes, as further discussed in Paragraph 52(c) below.

39. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to Class Representative James Bono in addition to his Individual Class Payment as a Participating Class Member and Individual PAGA payment as an Aggrieved Employee.

40. "Settlement Administrator" or "Administrator" means and refers to Phoenix Settlement Administrators, the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

41. "Settlement Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by the Court, regardless of any additional costs that the Settlement Administrator may request or feel is necessary to administer the Settlement.

42. "Staffed Employee(s)" means and refers to individuals who were nonexempt employees employed by the Relevant Staffing Agencies and assigned to work at Defendant's facilities in California during the Class Period.

43. "Staffed Employee Workweek(s)" or "Staffed Employee Weeks Worked" means any and all work weeks during the Class Period during which the Class Member worked at least one day at Defendant's facility in California as a Staffed Employee.

44. "Workweeks" or "Weeks Worked" in the context of Class Members means the total of Direct Hire Workweeks and Staffed Employee Workweeks during the Class Period. Likewise, in the context of Aggrieved Employees, it means all Direct Hire Workweeks and Staffed Employee Workweeks during the PAGA Period.

B. <u>General Terms</u>

45. On May 23, 2025, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. LWDA Case No. LWDA-CM-1100855-25. On May 27, 2025, Plaintiff filed the instant class action, alleging that Defendant violated various sections of the Labor Code. Then, on July 29, 2025, Plaintiff filed a separate PAGA-only action, Case No. CIVSB2521845. On March 27, 2026, Plaintiff filed the operative first amended complaint, which consolidated the claims into this Action, including the PAGA claims. After filing the

operative first amended complaint, Plaintiff dismissed the separate PAGA-only action without prejudice.

46. Defendant denies Plaintiff's claims and allegations and contends that the Action is not suitable for class certification.

47. The Class Representative believes he can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

48. The Parties have conducted a thorough investigation into the facts of the Action. This includes an extensive exchange of informal discovery, including a pre-mediation production of complete (i.e., not a sampling) payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

49. On February 18, 2026, Plaintiff and Defendant participated in a full-day mediation with Tripper Ortman, Esq., a well-respected wage-and-hour mediator. At the conclusion of mediation, and after extensive arms-length negotiations, the Parties entered into this Settlement.

50. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

51. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Class Members described herein who do not Request Exclusion from the Class

may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and *void ab initio* and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

C. Terms of Settlement

52. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which is the maximum amount that will be paid by Defendant unless the Escalator Clause is triggered and except for the employer's share of payroll taxes on the Settlement Amount. The Settlement Amount includes payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and Settlement Administration Costs. Defendant shall separately pay the employer's share of its payroll tax obligations, which shall be calculated by and reported through the Settlement Administrator.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount, less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court modifies the Attorneys' Fees and Costs Award, Service Award, Settlement Administrator Costs, and/or the amount allocated to the PAGA Penalties, the difference shall in turn modify the Net Settlement Amount.

(c) Individual Class Payments for the Class will be calculated and apportioned from the Net Settlement Amount based on the number of Weeks Worked by a Class Member

during the Class Period. The Parties agree that the circumstances of the case are such that potential exposure for Direct Hire is significantly more than that of Staffed Employees and that this warrants different workweek rates for Direct Hire and Staffed Employees, respectively. Thus, the Parties agree as follows:

i. 8/9 of the Net Settlement Amount shall be allocated for payments to Direct Hires (the "Direct Hire NSA Pool"), distributed proportionally based on the number of Direct Hire Workweeks worked by each Direct Hire during the Class Period, with the "Direct Hire Workweek Rate" set as the Direct Hire NSA Pool divided by the total Direct Hire Workweeks in the Class Period.

ii. 1/9 of the Net Settlement Amount shall allocated for payments to Staffed Employees (the "Staffed Employee NSA Pool"), distributed proportionally based on the number of Staffed Employee Workweeks worked by each Staffed Employee during the Class Period, with the "Staffed Employee Workweek Rate" set as the Staffed Employee NSA Pool divided by the total Staffed Employee Workweeks in the Class Period.

iii. Thus, each specific Individual Class Payment will be calculated by: (1) multiplying each Participating Class Members' Direct Hire Workweeks by the Direct Hire Workweek Rate, (2) multiplying each Participating Class Members' Staffed Employee Workweeks by the Staffed Employee Workweek Rate, and then (3) adding those two numbers together to determine the Individual Class Payment. The amount distributed to Participating Class Members shall equal one hundred percent (100%) of the Net Settlement Amount.

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: one-third will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and two-thirds will be allocated for interest and statutory penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

(e) Service Payment to Class Representative: Plaintiff will request and Defendant will not object to Plaintiff's request for a Class Representative Service Payment not to exceed $10,000, in recognition for the service that Plaintiff performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payment to Plaintiff will be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form 1099 for this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount for distribution to Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third (1/3) of the Settlement Amount, plus reasonable litigation costs not to exceed $30,000 ("Attorney's Fees and Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the catalyst and/or common fund theory. The Attorney's Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Settlement Amount, not to exceed $14,000, unless (1) the Escalator Clause is triggered (whereby any reasonable increase in Settlement Administration Costs shall be paid from the increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that $20,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, $13,000 (65%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and $7,000 (35%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a Work Week basis, treated entirely as civil penalties, and which shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE

RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

(l) Class Counsel and Plaintiff believe that the Settlement is fair and reasonable and will so represent same to the Court.

D. Release by the Participating Class Members

53. Upon the Effective Date and Defendant's full funding of the Settlement Amount and separate amount of payroll taxes, and except as to such rights or claims as may be created by this Agreement, Plaintiff and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

54. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

55. Class Representative, on behalf of himself and the Class, acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself and the Class, acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

E. Release of PAGA Claims

56. Upon the Effective Date and Defendant's full funding of the Settlement Amount and separate amount of payroll taxes, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

57. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

58. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

F. Interim Stay of Proceedings

59. Pending completion of all prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such

as are necessary to effectuate the Settlement.

G. Notice Process

60. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and performing other tasks as set forth herein or as the Parties mutually agree or the Court orders.

61. Disputes Regarding Settlement Administration. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this Agreement.

62. Class Data. Within thirty (30) days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Class Members regarding

the Action and Settlement.

63. Total Workweeks. Within seven (7) days of receiving the Class Data, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the total Workweeks worked by all Class Members triggers the Escalator Clause, Defendant shall have seven (7) calendar days to make its election to either increase the Settlement Amount or change the end date for the Class Period to a date through which there are no more than 30,800 Workweeks. If Defendant fails to make an election within the required seven-day period, it shall be treated as a waiver of the right to shorten the Class Period, and the Settlement Amount shall be increased in accordance with the Escalator Clause. In either event, the Settlement Administrator shall notify the Parties of the increased Settlement Amount (if applicable), and related increased payments from the Settlement Amount (if applicable), including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval, and the Administrator shall also update Notice accordingly (including modifying the end date of the Class Period if Defendant elects that option).

64. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, in English and Spanish, within twenty-one (21) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

65. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement

Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Response Deadline or fifteen (15) days after the remailing of the Notice.

66. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned to Settlement Administrator by the Response Deadline that the Class Member received the Notice.

67. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they affirmatively opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of their estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Direct Hire and Staffed Employee Weeks Worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks, and estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks Worked, object, or opt out, unless extended by the Court.

68. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

69. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Class Claims portion of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement

in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion should state:

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE *BONO V. MIZKAN AMERICA* LAWSUIT, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVSB2515554. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Administrator at the specified address set forth in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive the Individual Class Payment under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still be subject to the Released PAGA Claims to the fullest extent permitted by law and receive an Individual PAGA Payment. All Parties and their counsel, including Defendant's respective members, member managers, owners, officers, and directors, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means. Plaintiff agrees that he will not opt out, object, or appeal the Settlement.

(b) Binding Effect on Participating Class Members. All Participating Class Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have

waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement. Any Class Member, other than Plaintiff, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her objection which must be postmarked by the Response Deadline at the address set forth in the Notice. Such objection shall include the Objecting Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Class Member is represented by counsel, the name and address of his or her counsel. The Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Administrator shall attach the same to its declaration of due diligence, which declaration Class Counsel will file with the Court prior to the Final Approval Hearing. An Objecting Class Member remains eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

(d) Failure to Object. Any Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members; any response must be filed at least five

(5) court days before the date of the Final Approval Hearing.

(f) Class Members will have until the Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were submitted, on a weekly basis from the date the Class Notices have been mailed until one week after the Response Deadline, within one court day upon receipt of any subsequent objections or Requests for Exclusion thereafter, and upon the request of Class Counsel or Defense Counsel.

70. Funding of the Settlement Amount. Defendant shall deposit the Settlement Amount, plus Defendant's share of payroll taxes, within 30 days of the Effective Date.

71. Distribution of Funds. No later than ten (10) calendar days after the deposit of the Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, mail to the Aggrieved Employees their portion of the PAGA Penalties, and will pay itself the Settlement Administration Costs.

72. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of

settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

a. If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of the Class Member.

b. If any Aggrieved Employee's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

H. <u>Duties of the Parties Prior to the Court's Approval</u>

73. Promptly after execution of this Agreement, Plaintiff shall provide Defense Counsel with its draft moving papers for a Motion for Preliminary Approval and provide Defense Counsel with the opportunity to weigh in on any proposed revisions, after which Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Class Members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily certifying the class for purposes of this Settlement; and

(f) Advising the LWDA of the proposed Settlement.

I. Duties of the Parties Following Court's Final Approval

74. In connection with the Final Approval Hearing provided for in this Agreement, Plaintiff shall provide Defense Counsel with its draft moving papers for a Motion for Final Approval and provide Defense Counsel with the opportunity to weigh in on any proposed revisions, after which Plaintiff will Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

J. Voiding the Agreement

75. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement, even after all diligent and reasonable efforts of the Parties have been undertaken and exhausted to address the Court's concerns in that regard, then the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

76. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

77. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.

K. Other Terms

78. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

79. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

80. Mutual Full Cooperation. The Parties agree to fully, diligently, and reasonably cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

81. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Agreement.

82. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

83. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of

Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce this Agreement. The stipulation for class certification as part of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no force or effect.

84. No Publicity. The Parties will not publicize the Settlement or disclose it to third parties prior to the Court granting Preliminary Approval, except as required or necessary to effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and Class Representatives agree that they will not discuss the Settlement with the media, any settlement and verdict reporting service, any social media postings or other Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Plaintiff and Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

85. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

/ / /

/ / /

To the Class:	*To Defendant*:
Brian J. Mankin *brian@lmlfirm.com* Lauby, Mankin & Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444 Fax: (951) 320-1445	Ian G. Robertson, Esq. irobertson@littler.com Littler Mendelson, P.C. 18656 Jamboree Road, Suite 800 Irvine, California 92612 Telephone: 949.705.3000 Facsimile: 949.724.1201

86. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

87. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

88. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

89. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant may agree to seek the help of the mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

90. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

91. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein (except for Plaintiff's separate Individual Settlement Agreement). This Settlement Agreement expressly supersedes the Memorandum of Understanding executed by the Parties in the instant action on or around February 20-24, 2026. No rights hereunder may be waived except in writing.

92. Binding On Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

93. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

94. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

-- Signatures on Next Page --

Dated: Apr 17, 2026

PLAINTIFF AND CLASS REPRESENTATIVE

James G Bono (Apr 17, 2026 14:11:41 PDT)

James Bono

Dated: _____

DEFENDANT MIZKAN AMERICA PARTNERS, INC.

_____

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: Apr 17, 2026

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: _____

DEFENSE COUNSEL:
LITTLER MENDELSON, P.C.

_____

Ian G. Robertson, Esq.
Attorneys for Defendant

Docusign Envelope ID: C35697D8-24FE-8455-82EF-0C99EF407B1B

Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE

_____
James Bono

Dated: 4/16/2026

DEFENDANT MIZKAN AMERICA PARTNERS, INC.

Signed by:
Diego Palmieri
4D9C75E4802E451...

By: Diego Palmieri

Title: DMP

APPROVED AS TO FORM:

Dated: _____

CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP

_____
Brian J. Mankin
Attorneys for Plaintiff

Dated: 4/17/26

DEFENSE COUNSEL:
LITTLER MENDELSON, P.C.

_____
Ian G. Robertson, Esq.
Attorneys for Defendant

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00621 James Bono v Mizkan America Partners (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
James Bono							
14000-00621 James Bono v Mizkan America Partners							
05-23-2025	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Receipt to LWDA - submit PAGA letter						
05-23-2025	Approved	E108 Postage	Chiarito, Tracie	11.45	0.00	1.00	11.45
	Postage for May 2025						
05-23-2025	Approved	E101 Copying	Chiarito, Tracie	0.06	0.00	60.00	3.60
	60 copies @ .06 each - letters to company						
05-28-2025	Approved	Attorney Service	Chiarito, Tracie	1,660.35	0.00	1.00	1,660.35
	Bosco Inv #13395009 File and conform. -Certificate of Assignment -Civil Case Cover Sheet -Summons -Complaint *advance fees* Court: San Bernardino County Superior Court - Central District Completed on: 5/27/2025						
07-10-2025	Approved	Attorney Service	Chiarito, Tracie	113.60	0.00	1.00	113.60
	Magna Inv #13550869 Serve: Mizkan America Partners, Inc., a Delaware Corporation Summons; Complaint; Civil Case Cover Sheet; Certifi cate of Assignment; Notice of CaseAssignment for all Purposes Notice of Case Management Conference; Guidelines forthe Complex Litigation Program; ADR Court: San Bernardino County Superior Court - Central District Completed on: 06/20/2025						
07-11-2025	Approved	Attorney Service	Chiarito, Tracie	23.63	0.00	1.00	23.63
	OneLegal Order #25762272 - file POS						
08-04-2025	Approved	Attorney Service	Chiarito, Tracie	1,506.30	0.00	1.00	1,506.30
	OneLegal Order #25941904 - file PAGA Complaint						
08-27-2025	Approved	Attorney Service	Chiarito, Tracie	23.63	0.00	1.00	23.63
	OneLegal Order #26120359 - file Notice of Related Case (PAGA)						
08-27-2025	Approved	Attorney Service	Chiarito, Tracie	23.63	0.00	1.00	23.63
	OneLegal Order #26120354 - file Notice of Related Case (Class)						
10-01-2025	Approved	E125 Mediation fees	Chiarito, Tracie	15,000.00	0.00	1.00	15,000.00
	Ortman Mediation Inv #3246 for 2/18/26 mediation with Tripper Ortman						
12-17-2025	Approved	Attorney Service	Chiarito, Tracie	17.50	0.00	1.00	17.50
	OneLegal Order #26903990 - submit Stip to Cont CMC						
02-06-2026	Approved	Attorney Service	Chiarito, Tracie	18.58	0.00	1.00	18.58
	OneLegal Order #27264372 - submit stip and order to cont						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00621 James Bono v Mizkan America Partners (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
James Bono							
14000-00621 James Bono v Mizkan America Partners							
02-19-2026	Approved	E119 Experts	Chiarito, Tracie	6,982.50	0.00	1.00	6,982.50
	Berger Consulting Group Inv #16937						
03-23-2026	Approved	Attorney Service	Chiarito, Tracie	46.46	0.00	1.00	46.46
	OneLegal Order #27638430 - file stip and order to cont CMC/set MPA						
04-14-2026	Approved	Attorney Service	Chiarito, Tracie	24.73	0.00	1.00	24.73
	OneLegal Order #27821938 - file FAC						
05-12-2026	Approved	Attorney Service	Chiarito, Tracie	24.73	0.00	1.00	24.73
	OneLegal Order #28116908 - file Request for Dismissal and Order						
05-19-2026	Approved	Attorney Service	Chiarito, Tracie	87.86	0.00	1.00	87.86
	OneLegal Order #28225166 - file MPA						
06-04-2026	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11997992 for 6/5/26 MPA						
06-12-2026	Approved	Attorney Service	Chiarito, Tracie	24.73	0.00	1.00	24.73
	OneLegal Order #28432763 - file revised PA order						
06-17-2026	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #12000061 for 6/18/26 MPA						
11-03-2026	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
	Estimated cost to file MFA and supporting documents						
11-30-2026	Approved	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
	Estimated cost for Courtcall for MFA						
						Project Total	**26,106.28**
						Client Total	**26,106.28**
						Grand Total	**26,106.28**

EXHIBIT “C”