SUPERIOR COURT OF THE STATE OF CALIFORNIA

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]* **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT**

Plaintiff James Bono's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant Mizkan America Partners, Inc., ("Defendant").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the

Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter over this Action, Class Representative James Bono, the Class Members, and Defendant.

3. For purposes of effectuating this Order and Judgment, this Court has certified the following class: "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."[1] The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "all Direct Hires and Staffed Employees who worked at Defendant's locations in California during the PAGA Period of May 27, 2024, through May 19, 2026."

5. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

6. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

[1] Under the Settlement Agreement (or S.A.): (1) "Direct Hires" are "individuals who were nonexempt employees hired directly by Defendant and employed to work for Defendant in California during the Class Period" [S.A. ¶ 14], (2) "Staffed Employees" are "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" [S.A. ¶ 42], and (3) "Relevant Staffing Agencies" means "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" [S.A. ¶ 35].

7. The Released Class Claims on behalf of the Participating Class Members included: "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."

8. The Released PAGA Claims on behalf of the Aggrieved Employees included: "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."

9. There were no objections or Requests for Exclusion to the Settlement. Thus, all Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

11. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

12. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for the Class.

13. By this Judgment, the Class Representative shall release, relinquish, and discharge, and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims, as defined in the Settlement Agreement.

14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representative or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good

faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Settlement Amount to be paid under the Settlement Agreement is $793,500. From this amount, Class Counsel sought attorney's fees of $264,500 and litigation expenses of $26,106.28, a Service Award to Class Representative James Bono of $10,000, a payment to the Settlement Administrator, Phoenix Settlement Administrators, of $14,000, and $13,000 to the LWDA for PAGA penalties and $7,000 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the wage portion of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A. $264,500.00 to Class Counsel for attorneys' fees;

B. $26,106.28 to Class Counsel for litigation expenses;

C. $10,000 to Class Representative James Bono as a Service Award;

D. $14,000 to the Settlement Administrator, Phoenix Settlement Administrators;

E. $13,000 to the LWDA;

F. $7,000 to the Aggrieved Employees on a pro rata basis;

G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

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17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [*insert date*], 2026, the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Bono v. Mizkan America Partners, Inc.,* Case No. CIVSB2515554, on behalf 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. Under the Settlement: (1) "Direct Hires" are "individuals who were nonexempt employees hired directly by Defendant and employed to work for Defendant in California during the Class Period," (2) "Staffed Employees" are "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," and (3) "Relevant Staffing Agencies" means "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."

18. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments within in accordance with the Settlement Agreement. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate a check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the person.

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19. Assuming that final approval is granted on November 30, 2026, and assuming that there is no motion to vacate or intervention filed by a Class Member, the following dates shall govern for purposes of this implementing this Order/Judgment. However, to the extent there are any inconsistencies between the table below and the timing and deadlines set forth in the Settlement Agreement, then the Settlement Agreement shall control.

November 30, 2026	Final Approval Order is entered and the Effective Date occurs
January 4, 2027	Defendant is ordered to fund the Settlement Amount plus Defendant's share of payroll taxes owed on Individual Class Payments.
January 14, 2027	Settlement Administrator to issue all payments.
July 13, 2027 (estimated)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks
September 9, 2027	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: _____ Time: 9:00 a.m.	Final Disbursement Hearing *[Proposed Date of September 23, 2027]*

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____ _____

Hon. Nicole Quintana Winter