Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

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 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** <u>Hearing</u> Date: June 5, 2026 Time: 8:30 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 manage the employment department within my firm where I am also a Partner. 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 Preliminary 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 18 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 7 consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that only 5% of lawyers receive.

BRIEF SUMMARY OF THE SETTLEMENT

7. Following mediation, extensive discovery, and further negotiations, Plaintiff and Defendant (the "Parties") eventually entered into a Class Action and PAGA Settlement Agreement and Release of Claims resolving the wage and hour claims of the putative class (the "Settlement Agreement" or "S.A."), a true and correct copy of which is attached hereto as **Exhibit A**.

8. The Settlement Agreement seeks to release and discharge Defendant from the claims brought against it in exchange for Defendant's agreement to pay $793,500 on a non-reversionary, non-claims made basis (each Class Member will receive his/her share of the Net Settlement Amount without having to submit a claim form or take any action, except for those who opt-out).

9. Plaintiff seeks to represent a class of "all Direct Hires and Staffed Employees who worked at Defendant's locations in California during the Class Period (May 27, 2021, through May 19, 2026)".

10. Under the terms of the Settlement Agreement, Defendant will not oppose Plaintiff's Counsel's application for a reasonable award of attorneys' fees not to exceed $264,500 (1/3 of the Settlement Amount), litigation expenses not to exceed $30,000, Settlement Administrator Costs of $9,000, PAGA penalties of $20,000 (65% to LWDA and 35% to Aggrieved Employees), and a Service Payments of $10,000 to Plaintiff "Class Representative").

11. After subtracting these deductions from the Settlement Amount, approximately $455,000.00 will be available to pay individual settlement amounts to approximately 700 Class Members who do not opt-out of the settlement, as follows:

Settlement Amount	**$ 793,500.00**
Attorneys' Fees (1/3)	$ 264,500.00
Litigation Costs (not to exceed)	$ 30,000.00
Administrator Costs	$ 14,000.00
PAGA Penalties	$ 20,000.00
Class Representative Service Award	$ 10,000.00
Net Settlement Amount	**$ 455,000.00**

12. Assuming 700 total Class Members, the average payment will be approximately $650 (NSA / 700). However, the actual payments will be calculated on a pro-rata basis according to the number of weeks worked by each Class Member during the Class Period. Based on an estimated 28,000 workweeks during the Class Period, we can assume an average per-workweek value of $16.25 (NSA / 28,000). Thus, on the low end, a Class Member that worked only 2 weeks during the Class Period will receive $32.50 ($16.25 x 2). And, at the high end, a Class Member that worked the entire Class Period (260 calendar weeks) will receive an estimated high payment of $4,225 ($16.25 x 260). In addition, 400 Aggrieved Employees will receive a share of the $7,000 PAGA Penalties (35% of the $20,000 allocation), calculated pro-rata based on Weeks Worked during the PAGA Period.

13. Each Class Member will receive the Class Notice, in English and Spanish, a true and correct copy of which is attached as **Exhibit B**, explaining the nature of the case, and the process for participating, objecting and opting-out, and advising of his/her estimated settlement payment and the number of Work Weeks credited during the applicable periods.

PROCEDURAL BACKGROUND

14. My office has performed considerable work and diligently investigated and prosecuted this case to a successful conclusion. Our work has resulted in the creation of a significant settlement fund for the benefit of the Class. We efficiently communicated and exchanged information informally with Defense counsel which enabled the parties to successfully settle the case. Because of the risks involved in litigating the case and the contested

legal and factual issues, my office believes this settlement to be fair, reasonable, and adequate.

15. After being retained by Plaintiff, we submitted a letter to the Labor and Workforce Development Agency ("LWDA") for civil penalties under the Private Attorneys General Act of 2004 ("PAGA") on May 23, 2025, and sent a letter to Defendant requesting the production of personnel and timekeeping records to further evaluate his wage and hour claims. The LWDA ultimately declined to assert jurisdiction over the PAGA, thereby giving Plaintiff the right to bring PAGA claims. A true and correct copy of Plaintiff's LWDA Notice Letter is attached hereto as **Exhibit C.**

16. On May 27, 2025, Plaintiff filed this class action, alleging that Defendant violated various sections of the Labor Code. Then, on July 29, 2025, Plaintiff filed a separate PAGA-only action against Defendant based on the same claims and theories, San Bernardino County Superior Court, Case No. CIVSB2521845.

17. Defendant retained counsel and immediately began to defend the case. Then, after early discussions among counsel, the Parties agreed to attend private mediation. In preparation for mediation, the Parties informally exchanged documents and information that allowed both sides to calculate the potential damages and evaluate potential risk, including policies and procedures pertaining to the claims, statistics relating to the number of current and former employees, number of shifts, workweeks and pay periods worked and other things, and an complete payroll and timekeeping records for Class Members. This information enabled both parties to take a deep dive into the claims. Additionally, during this process, Plaintiff and his counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of damages, trial, and appellate issues and risks.

18. On February 18. 2026, Plaintiff and Defendant participated in mediation before Tripper Ortman, Esq. a well-respected employment mediator. Ultimately, the Parties reached the Settlement discussed herein, which included an agreement to file the operative First Amended Complaint to merge the PAGA claims from Case No. CIVSB2521845 (which was then dismissed). The Parties now seek preliminary approval of the Settlement.

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SUMMARY OF THE CLAIMS AND DEFENSES

19. Plaintiff alleged numerous wage and hour violations on behalf of the Class. However, Defendant vigorously contested and denied each of Plaintiff's material allegations on the merits and as to the propriety of a class action or PAGA representative action. Still, Plaintiff believed there were several strong claims.

20. For instance, Plaintiff raised three distinct claims for unpaid wages. First, Plaintiff alleged that the Class Members were paid on an hourly basis plus other forms of compensation, such as bonuses, yet those amounts were not included in the calculations for overtime and various other payments. Second, Plaintiff alleged that Defendant, at times, utilized a time rounding policy that was not neutral and that resulted in underpayments to the Class. Third, Plaintiff argued that Defendant failed to pay vested vacation wages to departing employees as required by Labor Code § 227.3. Plaintiff contended that these violations resulted in significant unpaid wages, waiting time penalties under Labor Code § 203 and other derivative penalties. However, Defendant opposed each unpaid wage claim on the merits and as to the propriety of class certification.

21. Plaintiff also alleged that Class Members were denied compliant meal and rest breaks due to the nature of the work. However, Defendant argued it provided and made all mandated meal and rest breaks available to the Class. Thus, Defendant argued these claims were without merit because, for each violation, a fact-finder would have to determine why a break was noncompliant; if it was the employee's choice, no liability attaches.

22. Finally, Plaintiff alleged a variety of other claims (all of which Defendant disputed), such as failure to reimburse business expenses, failure to timely pay all wages upon separation of employment, and failure to provide accurate itemized wage statements.

23. Despite the disputed nature of the claims, the Parties concluded that further litigation of the Action would be protracted and expensive, and that it is desirable that the Action be fully and finally settled to limit further risk, expense, and protracted litigation.

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THE WAGE AND HOUR CLAIMS, CLASS COUNSEL'S INVESTIGATION, AND EVALUATION OF THE SETTLEMENT

24. The putative Class in this case consists of approximately 700 similarly situated employees who worked for Defendant in California at any time during the Class Period.

25. In preparation for mediation and then the later negotiations, Peter Carlson, a senior associate within my firm, and I formulated a damages model and risk analysis based upon detailed data obtained through informal discovery and information exchanges. The summary of the claims below is based on those calculations and the risks that we potentially faced, giving significant credit to the defenses that Defendant raised or would likely raise in further proceedings.

26. Here, there were several categories of claims alleged by Plaintiff, including but not limited to: (1) unpaid wage claims under various theories, (2) meal and rest break violations, (3) derivative claims for waiting time and wage statement penalties due to the other alleged violations, (4) unreimbursed expense claims, and (5) PAGA claims (which arose out of the underlying class claims).

27. As to the unpaid wage claims, Plaintiff alleged various distinct theories of liability, as stated above. In total, we estimated the maximum value of these unpaid wages to be approximately $350,000. However, Defendant vehemently opposed these unpaid wage claims on the merits and as to the propriety of class certification. Moreover, in addition to its other defenses on the merits, Defendant argued that Plaintiff would be unable to meet its evidentiary burden at summary judgment and/or trial because Plaintiff and the Class would be unable to introduce evidence as to the amount of unpaid wages (since certain claims are not apparent from the timekeeping records alone), thus defeating liability. Due to these defenses and arguments, Plaintiff assigned appropriate risks for these unpaid wage claims at the class certification stage and on the merits, and calculated the risk-adjusted value of the unpaid wage claims as $200,000.

28. Plaintiff also alleged meal and rest break claims against Defendant. Based on analysis of the timekeeping records, we calculated total maximum exposure of $2,001,722. However, Defendant raised numerous arguments in response to this claim, including that it

maintained fully compliant written policies and specifically authorized the Class Members to take meal and rest breaks, meaning that no one had a reason or cause to miss a break or take a short/late break (which Defendant argued is reflected by the small meal violation rate). Therefore, Defendant asserted that a fact-finder would have to determine for each Class Member whether a break was missed and why, and why a break was noncompliant or nonexistent, because if it was by the employee's choice, no liability attaches to Defendant. These defenses are factored into Plaintiff's analysis in two ways. First, these issues raise questions regarding whether the meal and rest break claims could be certified; second, these defenses also go toward the merits given the evidentiary question of proving the number of meal and rest violations. As such, we calculated the risk-adjusted value for the combined meal and rest break claims at $400,000.

29. Plaintiff also alleged claims for waiting time penalties and wage statement violations. The maximum values for these claims were as follows: (1) $2,926,320 for waiting time penalties, and (2) $840,000 for wage statement violations. But Defendant raised a variety of defenses to these derivative claims that impacted the valuation. Namely, as to the wage statement violations, Defendant argued that its wage statements did not violate Labor Code § 226, and that "derivative" violations cannot trigger liability under § 226 and, even if there was a "technical" violation, Plaintiff would be unable to prove the required "knowing and intentional" and "injury" elements. As such, Plaintiff calculated a risk-adjusted value of $84,000 for the wage statement violations. Then, as to the waiting time penalty claims, the valuation had to account for the fact that this claim was derivative of the unpaid wage and meal/rest break claims and, if those claims failed at certification or on the merits, there would be no waiting time penalties owed, so the same risks for those claims applied to this claim. Furthermore, even if the unpaid wage and/or meal/rest claims succeeded at certification and on the merits, Defendant argued that the claim would fail because Plaintiff could not prove that the violations (if any existed) were "willful" under the meaning of Labor Code § 203. Defendant also argued there was no "willful" violation since they had compliant written policies and any deviations therefrom were inadvertent and unintentional. Additionally, Defendant argued that it had several

"good faith" defenses that prevents imposition of the waiting time penalties. As a result of these myriad defenses and risks, we calculated the risk-adjusted value of the § 203 claim as $650,000.

30. Finally, Plaintiff alleged that Defendant failed to reimburse the Class Members for all expenses necessary to carry out tasks for Defendant. However, Defendant disputed that it failed to reimburse expenses and argued that Class Members were provided all tools and equipment needed to perform their tasks. Thus, Defendant argued that any expenses (if any were incurred) were not "reasonable" or "necessary" and, thus, Defendant did not have an obligation to reimburse for such expenses. Given the fact-intensive nature of this claim, and possible individualized issues, Plaintiff calculated the risk-adjusted value of the expense claim as $30,000.

31. In sum, when factoring in the defenses and risks of ongoing litigation (and possible appeals), we estimated the total risk-adjusted class recovery as $1,364,000.

THE SETTLEMENT IS FAIR, JUST, AND REASONABLE

32. The settlement was the product of extensive arm's length negotiations, facilitated by an experienced mediator and then continuing with ongoing negotiations for many months after mediation. Though cordial and professional, the settlement negotiations were adversarial and non-collusive in nature. The settlement reached is the product of substantial effort by the parties and their counsel. Although we believed that there was a possibility of certifying the claims, we recognized the potential risk, expense, and complexity posed by litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or on the damages awarded, and/or on an appeal that can take several more years to litigate.

33. The settlement will result in a fair payment to each class member based on the number of weeks worked. Plaintiff and my firm have diligently investigated the claims and defenses on behalf of the Class Members and worked to achieve a resolution of the claims to maximize the recovery by avoiding further expenditure of attorneys' fees and costs. After evaluating the significant risks attendant with further litigation described above and weighing them against the benefits of a known compromise and settlement as set forth in the Settlement Agreement, settlement on the terms agreed to is believed to be in the best interest of Plaintiff and

the Class, and is a fair and reasonable resolution of the claims alleged.

34. My firm brought to bear a great deal of experience in negotiating the settlement of this case. We engaged in the necessary discovery and investigation, making it possible to exercise informed judgment throughout the settlement process, including significant document review (*e.g.*, documents pertaining to Defendant's policies and procedures, personnel documents, among others), and conducted an extensive analysis of the detailed class-wide data provided by Defendant.

35. Based on my experience in other cases, including wage and hour matters, I believe I am qualified to evaluate the class claims and viability of defenses in this class action. In this case, the recovery for each class member is reasonable, fair, and adequate, and this settlement is in the best interests of the class. The settlement provides each class member with compensation for the alleged violations when viewed in relation to the costs and risks inherent in obtaining class certification and proceeding to trial.

36. My firm, as well as defense counsel, fully endorse the terms and conditions of the settlement as set forth in the abovementioned Settlement Agreement.

37. Of course, the settlement amount represents a compromise figure, taking into account the various risks surrounding class certification and the merits of Defendant's asserted defense. Nevertheless, the settlement provides for fair and adequate payments to the class members, with no reversion to Defendant.

PLAINTIFF'S REQUESTED ENHANCEMENT PAYMENT

38. Plaintiff seeks an enhancement payment of $10,000 for his service to the Class. This amount is justified and reasonable given the work performed on behalf of the Class. Indeed, Plaintiff came forward and litigated this case in an effort to effectuate a policy and practice change that benefitted all other Class Members (and to recover unpaid wages and other damages). He ultimately succeeded despite significant risk.

39. Plaintiff provided invaluable assistance to my office and the Class in this case, including providing factual background; reviewing the litigation documents; providing information and documents about Defendant's policies and practices; participating in phone calls

to discuss litigation and settlement strategy; assisting with discovery and deposition strategy; making himself available throughout the litigation to assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation, and; reviewing the settlement documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit.

40. The Class Representative also assumed significant risk in bringing this litigation – namely, had he lost, he would have been ordered to pay Defendant's costs.

ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE REQUESTED FEES AND COSTS

41. 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.

42. When this case was taken on a contingency fee basis, with my firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, my firm paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

43. It is my experience that attorney fee awards of one-third or slightly higher of a common fund settlement is the standard in California. In this case, my firm agreed to seek one-third of the Settlement Amount for attorneys' fees, a request which Defendant does not oppose. The fee is further warranted because it is within the range of reasonableness typically awarded in class actions. The litigation costs are reasonably capped at $30,000 and will be based on the actual amount of costs incurred at the time of final approval.

SETTLEMENT ADMINISTRATOR

44. The parties request that the Court appoint Phoenix Settlement Administrators to serve as the Settlement Administrator. Phoenix is experienced in administering class action settlements, and has provided a proposal to administer this settlement for a total of $14,000, which is attached hereto as **Exhibit D**.

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SUBMISSION TO THE LWDA

45. Plaintiff has concurrently submitted the settlement and all moving papers to the LWDA in accordance with Labor Code § 2699(l)(2). The proof of submission is attached hereto as **Exhibit E.**

THERE ARE NO RELATED CASES

46. My firm has conducted a diligent search for related cases against Defendant and did not find any other pending cases that would be impacted by this settlement. Also, my firm and I are not otherwise aware of any pending cases that would be impacted by this settlement.

EXHIBITS AND CONCLUSION

47. A true and correct copy of the Settlement Agreement is attached as **Exhibit A**.

48. The proposed Class Notice is attached as **Exhibit B**.

49. A true and correct copy of the notice letter we submitted on behalf of Plaintiff to the LWDA are attached as **Exhibit C**.

50. Phoenix's proposal to administer the Settlement is attached hereto as **Exhibit D**.

51. The LWDA's confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit E.**

52. For the foregoing reasons, it is respectfully requested that the Court grant preliminary approval of the settlement as being fair, reasonable, and in the best interests of the class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement payment to the Class Representative.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 13, 2026, at Riverside, California.

By: ______________________
Brian J. Mankin, Esq.

EXHIBIT “A”

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

Ian G. Robertson, Bar No. 283151
irobertson@littler.com
LITTLER MENDELSON, P.C.
18656 Jamboree Road
Suite 800
Irvine, California 92612
Telephone: 949.705.3000
Facsimile: 949.724.1201

Attorneys for Defendant Mizkan America Partners, Inc.

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. <u>Definitions</u>

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. <u>Stipulation for Class Certification</u>. 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) <u>Allocation of Individual Class Payments</u>: 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) <u>"Non-Reversionary" Settlement</u>. 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

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”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Bono v. Mizkan America Partners, Inc.
(San Bernardino County Superior Court, Case No. CIVSB2515554)

The San Bernardino County Superior Court authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit filed by James Bono ("Plaintiff" or "Class Representative") against Defendant Mizkan America Partners, Inc. ("Defendant") (Plaintiff and Defendant shall be collectively referred to as the "Parties") for alleged violations of the California Labor Code (the "Action").

Plaintiff brought the Action on behalf of the "Class Members," defined to include two distinct groups of workers: (1) the "Direct Hires", which means all individuals who were nonexempt employees hired directly by Defendant and employed to work for Defendant in California during the "Class Period" (which Class Period is May 27, 2021, through May 19, 2026), and (2) the "Staffed Employees", which means all 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.

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys' fees on behalf of all Class Members during the Class Period, and (2) penalties under the California Private Attorneys General Act ("PAGA") on behalf of all Aggrieved Employees, who are defined as "all Direct Hires and Staffed Employees who worked at Defendant's locations in California during the PAGA Period" (which PAGA Period is May 27, 2024, through May 19, 2026).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA"). Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Calculations and Data Points for Estimated Payments			
***Direct Hire* Workweeks during Class Period**	INSERT	***Estimated* Individual Class Payment**	$INSERT
***Staffed Employee* Workweeks during Class Period**	INSERT		
Workweeks during PAGA Period	INSERT	***Estimated* Individual PAGA Payment**	$INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated as an estimated Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work for Defendant in California during the PAGA Period.) If you believe that you worked a different number of weeks during the time periods than are shown in the chart above, you can submit a challenge by DATE, 2026 ("**Response Deadline**"). See **Section 4** of this Notice.

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

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in **Section 3**.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may "opt-out" of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by _____________, 2026 (see **Section 6** for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) not receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See **Section 6** of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by _____________, 2026 (see **Section 7** for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of Workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see **Section 4** for more details on how to submit a dispute). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE, 2026 **TIME: 8:30 A.M.**	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See **Section 8** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to reimburse business expenses, failure to pay vested vacation, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, the Parties engaged with an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (*i.e.,* settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement"), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay $793,500 as the "Settlement Amount." Defendant has agreed to pay a total Settlement Amount of $793,500 and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount within thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third of the Settlement Amount to Class Counsel for attorneys' fees ($XXXXXXXX) and up to $30,000 for their litigation expenses. To date, Class Counsel assert that they have invested many hundreds of hours into the case and incurred expenses on the Action without payment.

B. Service Payment for litigating the Action, working with Class Counsel, and representing the Class, in an amount up to $10,000 for Plaintiff.

C. $14,000 to the Settlement Administrator for services administering the Settlement.

D. Up to $20,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties, not wages, for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement no later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant would thus not pay any money and Class Members would not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

> All Participating Class Members release the "Released Parties" (which includes 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, with the "Relevant Staffing Agencies" defined to include 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) from 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 "Released Class Claims"). Additionally, the "Released Class Claims" expressly excludes all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the

Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees shall release the Released Parties of 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 Released PAGA Claims shall be the PAGA Period.

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

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (A) multiplying each Participating Class Members' Direct Hire Workweeks by the Direct Hire Workweek Rate, (B) multiplying each Participating Class Members' Staffed Employee Workweeks by the Staffed Employee Workweek Rate, and then (C) adding those two numbers together to determine the Individual Class Payment.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $7,000 by the total number of Weeks Worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant's records, are stated in the tables on page 1 of this Notice. You have until INSERT DATE ("Response Deadline") to dispute the number of Workweeks credited to you by timely submitting evidence to the Settlement Administrator. Section 9 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. Unless copies of records containing contrary information are timely received and then accepted by the Administrator, it will accept Defendant's calculation of weeks worked based on Defendant's records as accurate. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final, barring intervention from the Court as to any workweek challenge. You can't appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a "Request for Exclusion" letter/card postmarked no later than ____________________, 2026 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. 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."

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class portion of this Settlement or Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Bono v. Mizkan America Partners, Inc.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by ____________________, 2026 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is ____________________, 2026 (the "Response Deadline")**.

If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection, and the objection must include your 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 (*Bono v. Mizkan America Partners, Inc.*, Case No. CIVSB2515554), 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. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before **____________________, 2026**.

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object 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 before entry of judgment.

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

8. WHEN IS THE FINAL APPROVAL HEARING?

On ____________________, 2026, the Court will hold a public hearing in Department S29 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service awards. This hearing may be continued or rescheduled by the Court. Anyone who has timely objected in writing to the proposed settlement will be provided notice in the event that the Final Approval

Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Name Mailing Address Telephone Number	Brian Mankin, Esq. *brian@LMLfirm.com* Peter Carlson, Esq. *peter@LMLfirm.com* Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on DATE, 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “C”

May 23, 2025

Submitted Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

Mizkan America Partners, Inc.
1661 Feehanville Drive, Suite 300
Mount Prospect, IL 60056

Re: PAGA Civil Penalty Claim
James Bono v. Mizkan America Partners, Inc., et al.

To the Labor and Workforce Development Agency, Mizkan America Partners, Inc., and Its Owners:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee James Bono ("Claimant"), on behalf of the State of California and all Aggrieved Employees, against his former employers, Mizkan America Partners, Inc., and any other affiliated entities, as well as the companies' respective owners/officers (the "Owners") (collectively, the "Company") for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, among possibly other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant James Bono was employed by the Company as a nonexempt employee from approximately 2021 through November 2024. Claimant alleges that he and all other nonexempt employees employed by the Company (the "Aggrieved Employees") were subjected to the same policies, working conditions, and corresponding wage and hour violations which Claimant was subjected to during his employment.

At all relevant times, the Aggrieved Employees were not provided proper minimum, regular, and overtime wages due to the Company's "auto-deduct" policy and practice. Under this "auto-deduct" practice, the Company automatically deducted 30 minutes from the shift of Aggrieved Employees – despite no meal period recorded, and without inquiry into whether a meal period was taken or for how long. In other words, when an Aggrieved Employee's timekeeping showed a shift spanning 8.5 hours worked, the Company only paid for 8 hours, deducting 30 minutes (0.5 hours) for a meal period despite that there are no records evidencing a 30-minute meal period occurring on that shift.

Claimant and the Aggrieved Employees often worked more than 8 hours per day and/or 40 hours per week but did not receive all required overtime compensation on such occasions. Also, at all relevant times, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional earned compensation (including commissions and bonuses). However, on the occasions when the Aggrieved Employees worked overtime hours and received additional earned compensation during the same workweek, the Company failed to properly include these amounts in the calculations for the regular rate of pay – in violation of California law and which led to the failure to pay proper overtime. Further, the Company failed to pay doubletime wages on shifts lasting more than 12 hours.

The Company also utilized a rounding policy and practice that routinely undercompensated Claimant and resulted in a net benefit to the Company and a net loss for Claimant. In other words, the Company's rounding policy is not neutral and results in systematic undercompensation for the Aggrieved Employees, in violation of California law. *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 903 (rounding policy is illegal where it is not "neutral, both facially and as applied"). Moreover, all underpayments caused by this rounding policy violate California law and lead to minimum, regular, and overtime wage violations under *Camp v. Home Depot U.S.A. Inc.*, (2022) 84 Cal. App. 5th 638, 660 (if an employer "can capture and has captured the exact time an employee has worked during a shift, the employer must pay the employee for 'all the time' worked").

Additionally, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company's failure to accurately record and compensate for all hours worked, which led to frequent and reoccurring unpaid compensable time. For example, the Company frequently required Claimant and the Aggrieved Employees to perform pre- and post-shift work without recording such time, leading to unpaid wages. These practices violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law "do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation"); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company's control and where the tasks served the employer's interests).

Claimant was also not provided compliant 30-minute off-duty meal periods, as mandated by California law, during his employment with the Company. As a result of the Company's policies and practices, Claimant was subjected to meal period violations when he was: (1) unable to take a meal period due to his workload, (2) forced to take his meal period after the 5th hour of work, (3) not provided a mandated second meal period on occasions when he worked shifts in excess of 10 hours. As such, Claimant and other similarly situated employees were regularly not provided with uninterrupted meal periods of at least 30 minutes, as required by California law. Moreover, the Company failed to record or keep accurate information regarding when Claimant and the Aggrieved Employees took their meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks and Claimant was often not authorized and/or permitted to take mandated rest breaks due to being overwhelmed by his hectic workload. Furthermore, on occasions when Claimant worked in excess of 10 hours in a shift, the Company failed to authorize and/or permit a third mandated rest break.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, overtime, meal and rest break premiums, and the

Company further failed to pay the Aggrieved Employees for mandated sick time at a rate "calculated in the same manner as the regular rate of pay."

Also, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a smart phone and related monthly data plan to communicate with the Company via phone, text, and pictures. Claimaint was also required to use his own personal tools to repair the Company's machines. When Claimant's tools broke or wore out due to work use, the Company did not replace them or reimburse Claimant.

Additionally, the Company utilized a policy and practice through which Claimant and the Aggrieved Employees accrued vacation and/or paid time off hours (collectively, "vacation hours"). California law, specifically Labor Code § 227.3, requires the Company to pay all accrued and unused vacation hours upon separation of employment at the final rate of pay. However, the Company's policy and practice violated Labor Code § 227.3, as detailed below.

Finally, at all relevant times, the Company provided Claimant and the Aggrieved Employees with inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

Claimant alleges that he worked under the joint direction and control of the Company and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that the Company and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, the Company and the Owners are an integrated enterprise and should be treated as a single employer because the Company and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, the Company and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all material times herein mentioned were the owners/officers of the Company, and Claimant's and the Aggrieved Employees' actual employer or, in the alternative, were individuals employed by the Company as a managerial and/or supervisory employee and/or agent. In addition, Claimant alleges that at all relevant times herein the Owners had the authority, in the interest of the Company to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that the Company and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, the Company and the Owners were acting in active concert with one another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges that the Company was merely the alter ego of the Owners in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and the Owners exercised undue dominance, control, influence, and management over the Company. Claimant further alleges that, at all relevant times, the Company has been inadequately capitalized to conduct its business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Accordingly, the corporate veil should be pierced, and any liability attached to the Company should be imposed jointly and severally against the Owners. Adherence to the fiction of the separate existence of the corporate entity of the Company would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice.

Also, in a separate, but not necessarily mutually exclusive, alternative theory of liability, the Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding the same)

Based on Claimant's own personal observations, all Aggrieved Employees employed or formerly employed by the Company are entitled to similar wage and hour claims, as further set forth below.

PAGA ASSESSMENT FOR FAILURE TO PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimant and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, regular, overtime, and/or doubletime wages. Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS, REST BREAKS, AND WAGE PREMIUMS

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission …" Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes […] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes." Section 12 of applicable IWC Wage Order states in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums and did not do so at the proper rate. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES
(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION / PAID TIME OFF UPON AN EMPLOYEE'S SEPARATION FROM EMPLOYMENT
(Labor Code § 227.3)

Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon termination, pay to the employee all vested, but unused, vacation and/or paid time off at his or her *final rate of pay*.

Here, upon separation of employment, the Company paid Claimant and the Aggrieved Employees for vested but unused vacation at a rate lower than their final rate of pay, in direct violation of Labor Code § 227.3. Labor Code § 2699 imposes civil penalties for such violations and the penalties specific in Labor Code §§ 203 and 256 also apply for the failure to pay all wages due and owing upon separation of employment.

PAGA ASSESSMENT FOR FAILURE TO PAY SICK TIME AT PROPER RATE OF PAY
(Labor Code § 246)

Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek." Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

Here, Claimant and the Aggrieved Employees were compensated on an hourly basis plus additional compensation. However, when Aggrieved Employees took sick time and received paid sick leave, the Company only paid sick time at the base rate of pay, not factoring in the additional compensation as required by Labor Code §§ 246(l)(1-2). As such, penalties may be assessed pursuant to Labor Code § 2699.

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PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW
(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Under Labor Code § 204(a), wages are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states "[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." As a result of the Company's failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 210 and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES
(Labor Code §§ 201, 202, 203, and 2699)

Labor Code § 201(a) provides in pertinent part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 202(a) states in pertinent part "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Labor Code § 203(a) states "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a "waiting time penalty." (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

The Company failed to provide accurate itemized wage statements to Claimant and all Aggrieved Employees due to violations including: failure to accurately state gross wages earned; failure to accurately state total hours worked; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates; failure to state the name and address of the legal entity that is the employer; and failure to accurately state the corresponding number of hours worked at each hourly rate. Additionally, the Company's wage statements directly violated Labor Code § 226(a) each period due to the underpayments alleged above and the failure to pay and report premium wages for denied meal/rest breaks under § 226.7. Accordingly, Labor Code §§ 226.3 and 2699 impose civil penalties for these violations.

PAGA ASSESSMENT FOR VIOLATION OF IWC WAGE ORDERS
(Labor Code § 1174; IWC Wage Order § 6(A); IWC Wage Order § 7(A))

Labor Code § 1174 and the relevant IWC Wage Order required the Company to accurately record and maintain each employee's "[t]ime records showing when the employee begins and ends each work period," the time that each meal period began and ended, daily hours worked, and total hours worked in the payroll period. The Company failed to comply with these requirements, triggering civil penalties under §§ 1174.5 and/or 2699 each period.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199
(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1) gives employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimant seeks the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimant is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees. Additionally, Claimant seeks attorney's fees pursuant to Labor Code § 218.5 and C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

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CONCLUSION

Based on the foregoing, the Company may be liable for civil penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment or other employees of the Company, he reserves the right to supplement this notice letter.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,

By: Luke Wagner, Esq.
E-mail: Luke@LMLfirm.com

EXHIBIT “D”

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

April 10, 2026

CASE ASSUMPTIONS	
Class Members	700
Opt Out Rate	1%
Opt Outs Received	14
Total Class Claimants	686
Subtotal Admin Only	**$14,422.80**

Flat Fee Total **$14,000.00**

For 700 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Mulitple Tax Entites

Case: Bono v. Mizkan, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin
Firm: Lauby, Mankin & Lauby, LLP
Contact Number: (951) 320-1444
Email: brian@lmlfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **700** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.00	98	$196.00
NCOA (USPS)	$104.00	1	$104.00
		Total	**$800.00**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Language Translation	$900.00	1	$900.00
Data Merge & Duplication Scrub	$0.10	700	$70.00
Notice Packet & Opt-Out Form	$1.20	700	$840.00
Estimated Postage (up to 2 oz.)*	$0.90	700	$630.00
Static Website	$200.00	1	$200.00
		Total	**$2,840.00**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$85.00	2	$170.00
Skip Tracing Undeliverables	$1.00	105	$105.00
Remail Notice Packets	$1.00	102	$102.00
Estimated Postage	$0.90	102	$91.80
Programming Undeliverables	$50.00	2	$100.00
		Total	**$568.80**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	7	$385.00
Deficiency & Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	5	$425.00
		Total	**$1,190.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	2	$270.00
Programming Manager	$95.00	3	$285.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	7	$945.00
Mail Class Checks *	$0.80	686	$548.80
Estimated Postage	$0.70	686	$480.20
		Total	**$2,799.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$80.00	2	$160.00
Remail Checks (Postage Included)	$2.00	115	$230.00
Case Associate	$55.00	4	$220.00
Reconcile Uncashed Checks	$85.00	3	$255.00
Conclusion Reports	$115.00	3	$345.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	3	$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	$750.00	6	$4,500.00
		Total	**$6,225.00**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$14,422.80**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT “E”