

CLASS ACTION SETTLEMENT

This Stipulation of Settlement (this “Agreement”) is entered into as of December 11, 2025 by, between and among (a) Alan Huang, individually and on behalf of all class members as defined herein (“**Plaintiff**”) and (b) Makotz Corporation (“**Defendant**” or “**Makotz**”). Collectively, Plaintiff and Makotz shall be referred to as the “**Parties**.”

1. RECITALS.

WHEREAS, on February 24, 2025, Plaintiff filed a putative collective and class action against Makotz in the King County, Washington Superior Court styled *Alan Huang, individually and on behalf all those similarly situated v. Makotz Corporation*, King County Superior Court, Case No. 25-2-06249-0 SEA (the “**Class Action**”), alleging that Makotz violated Washington’s Industrial Welfare Act (“IWA”), RCW 49.12, Minimum Wage Act (“MWA”), RCW 49.46, Wage Payment Act (“WPA”), RCW 49.48 and Wage Rebate Act (“WRA”), RCW 49.52.

WHEREAS, on October 3, 2025, the Parties attended a mandatory mediation conducted by Teresa Wakeen of Wakeen and Associates, and the Parties reached an agreement for the resolution of all claims in the Class Action;

WHEREAS, prior to the mediation, Plaintiff obtained through formal and informal discovery documents and information regarding Plaintiff’s alleged causes of action to prepare for and participate in good faith in the mediation and negotiation process;

WHEREAS, the Court has not yet considered, let alone granted, class certification;

WHEREAS, the Parties have a bona fide dispute whether Defendant is liable for any damages at all, whether for regular wages, overtime premium, tips, or any other amounts purportedly owed; and

WHEREAS, Makotz explicitly and expressly denies every allegation of liability, wrongdoing, and damages, but it desires to conclude the litigation and settle on a class-wide basis under the Agreement due to the time and expense of continued litigation;

NOW, THEREFORE, for good and valuable consideration provided for herein, it is agreed by, between, and among the Parties that, subject to Court approval, the Class Action shall be fully and completely settled according to the following terms and conditions:

2. DEFINITIONS.

“**Administration Expenses Payment**” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with the Preliminary Approval of the Settlement.

“**Agreement**” means this Stipulation of Class Action Agreement, including any permitted and executed amendments and exhibits hereto.

“Class Member” means all individuals employed by any restaurants or entities owned by and/or operated by Defendant in Washington state in positions paid on an hourly basis at any time on or after February 20, 2022 up to through the date of the Court's preliminary approval of the settlement..

“Class Action” means the action titled *Alan Huang, individually and on behalf all those similarly situated v. Makotz Corporation*, King County Superior Court, Case No. 25-2-06249-0 SEA.

“Class Counsel” means the law firm of Hones Law, PLLC

“Class Counsel Fees Payment” and **“Class Counsel Litigation Expenses Payment”** means the amounts allocated to Class Counsel for reimbursement of reasonable attorney’s fees, and expenses incurred to prosecute the Class Action.

“Class Data” means Class Member identifying information in Defendant’s possession which Defendant shall provide to the Settlement Administrator containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known email address (if any) (4) last known telephone number (if any); (5) Social Security number or tax ID number. The Class Data shall also include: (6) start and end dates of active employment; (7) total hours worked per Class Member during the Class Period; (8) total hours worked by all Class Members during the Class Period and (9) any other information or documents reasonably required and requested by the Settlement Administrator to effectuate the terms of the Agreement.

“Class Notice” means the notice of the proposed settlement to be provided to Class Members (**“Exhibit A”** hereto).

“Class Period” means the period of time from February 20, 2022 to through the date of the Court's preliminary approval of the settlement.

“Class Representative Service Payment” means the payment of Twenty-Two Thousand and Give Hundred Dollars (\$22,500), subject to Court approval, as consideration for the Class Representative’s efforts and for his general release of claims as set forth in Section 4.2.

“Court” means the King County Superior Court of the State of Washington.

“Defendant” means Makotz Co., LLC d/b/a Makotz Co.

“Defendant’s Counsel” means Aaron E. Schwartz of the law firm of Lasher Holzapfel Sperry & Ebberson, PLLC.

“Effective Date” means (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such

appeal(s) is dismissed or the Court's Final Approval Order is affirmed on appeal, including time for petition for rehearing, petition for panel and/or en banc review, or petition for writ of certiorari has expired; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement.

"Final Approval Hearing" means the hearing at which the Court will make a final determination as to whether the terms of the Agreement are fair, reasonable, and adequate, and whether the settlement should be finally approved by the Court.

"Final Approval Order" means the order entered by the Court after the Final Approval Hearing approving the Settlement.

"Gross Settlement Amount" means One Hundred and Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00) inclusive of all payments and costs arising from or related to this Settlement, including without limitation: all Individual Class Payments to Participating Class Members; the Class Representative Service Payment; the Class Counsel Fees Payment; the Class Counsel Litigation Expenses Payment; the Administration Expenses Payment; and the employer's share of payroll taxes due on the wage portions of Individual Class Payments. The Gross Settlement Amount is non-reversionary; no portion shall revert to Defendant.

"Individual Class Payment" means the Participating Class Member's share of the Net Settlement Fund calculated according to the number of hours worked in eligible positions during the Class Period.

"Net Settlement Fund" means the Gross Settlement Amount, less the following payments in amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

"Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

"Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

"Parties" means collectively, the Plaintiff and the Defendant.

"Plaintiff" means Alan Huang.

"Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

"Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice to the Class.

“Released Claims” means the claims against the Defendant that the Plaintiff and Participating Class Members shall release consisting of all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys’ fees and costs actually incurred), and statutory damages, punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, owners, managers, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Makotz based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.), (which Class Members will be deemed to have voluntarily opted-in to the Settlement by not requesting exclusion and negotiating or depositing their Individual Class Payment); the Washington Industrial Welfare act, the Washington Wage Rebate Act, and the Washington Minimum Wage Act.

“Request for Exclusion” means a request by a Class Member to be excluded from the class that meets all the requirements for exclusion as set out in this Agreement and as ordered by the Court.

“Settlement” means the settlement contemplated by this Agreement.

“Settlement Administrator” means the third-party settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering the Settlement.

3. **SETTLEMENT FUND.**

3.1 **Gross Settlement Amount and All-in Nature.** Makotz shall pay a total, all-in Gross Settlement Amount of \$187,500.00 and no more. The Gross Settlement Amount is inclusive of all payments and costs arising from or related to this Agreement, including without limitation: all individual Class Payments to Participating Class Members, whether for regular wages, overtime premium, or any other amount purportedly owed; Class Counsel’s Fee Payment and Class Counsel’s Litigation Expenses Payment; Class Representative Service Payment; Administration Expenses Payment; and the Participating Class Members’ share of payroll taxes due on the wage portions of Individual Class Payments. Other than the employer’s portion of payroll taxes, Makotz shall not be required to pay more than the gross total of \$187,500.00. This settlement is non-reversionary, meaning none of the Gross Settlement Amount shall revert to Makotz.

3.2 **Payments from Gross Settlement Amount.** The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 **Award to Plaintiff.** Class Counsel shall apply to the Court to approve a Class Representative Service Payment and Full Release for Plaintiff in an amount not to exceed Twenty Two Thousand and Five Hundred Dollars (\$22,500.00), exclusive of any amount he is entitled to receive as a Participating Class Member, subject to approval by the Court, separate from and in addition to any Individual Class Payment.

3.2.2 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Gross Settlement Amount concurrently with the submission of their motion in support of the final order and judgment. Class Counsel will also request reimbursement for actual reasonable costs spent in litigating this case, not to exceed \$20,000.00. These funds shall be sought to compensate Class Counsel for fees and expenses incurred in connection with the litigation. Approved fees and costs shall be paid from the Gross Settlement Amount.

3.2.3 **Administration Expenses Payment.** The Settlement Administrator shall be responsible for duties such as disseminating class notice, distributing settlement payments, managing Class Data, receiving written Requests for Exclusion, and such other administrative duties as are necessary to implement this Agreement. The Settlement Administrator shall be paid its reasonable fees and costs for services necessary to implement this settlement, not to exceed \$12,000.00 approved by the Court based on the Administrator's bid or declaration. To the extent the administration expenses are less, or the Court approves, the Settlement Administrator will include the remainder as part of the Net Settlement Fund.

3.2.4 **To Each Participating Class Member.** An Individual Class Payment calculated by (a) dividing the Net Settlement Fund by the total number of hours worked in hourly non-exempt positions at Makotz by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's hours worked in hourly non-exempt positions at Makotz during the Class Period.

3.2.5 **Effect of Non-Participating Class Members on Calculation of Individual Class Payments.** Non-Participating Class Members will not receive any Individual Class Payments.

3.2.6 **Cy Pres/ Residual Funds.** For any Individual Class Payment that remains uncashed after the ninety (90) day void date, the Settlement Administrator shall: (a) transmit fifty percent (50%) of the uncashed amount to the Washington State Unclaimed Property fund in the name of the Participating Class Member; and (b) transmit fifty percent (50%) of the uncashed amount to the Legal Foundation of Washington pursuant to CR 23(f). No portion of the Gross Settlement Amount shall revert to Defendant.

3.2.7 **Administrator Calculations; Verification.** Prior to disbursement of Individual Class Payments and tax remittances, the Settlement Administrator shall provide

Defendant and Plaintiff with a summary report of (i) the calculation methodology; (ii) total hours and pro-rata allocations; and (iii) employer-side payroll tax computations. Defendant shall have seven (7) business days to review and notify the Administrator and Class Counsel of any facial errors. This verification period shall not unreasonably delay issuance of payments.

3.2.8 **Administrator Errors**. If the Administrator discovers or is notified of any material error in calculations or distributions, the Administrator shall promptly correct the error in consultation with the Parties and, if necessary, seek direction from the Court.

4. RELEASES OF CLAIMS.

4.1 **Releases**. Upon the Effective Date, the Plaintiff and all Participating Class Members, for themselves and for their assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses (including attorneys' fees and costs actually incurred), and punitive damages, which the Plaintiff and Participating Class Members have, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, for any claims that were pled or could have been pled against Makotz based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including claims under, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*), ("FLSA") (29 U.S.C. Section 201, *et seq.*) (which Class Members will be deemed to have voluntarily opted-in to the Settlement by not requesting exclusion and negotiating or depositing their Individual Class Payment); and Washington's Industrial Welfare Act ("IWA"), RCW 49.12, Minimum Wage Act ("MWA"), RCW 49.46, Wage Payment Act ("WPA"), RCW 49.48 and Wage Rebate Act ("WRA"), RCW 49.52.

Plaintiff and the Participating Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiff and Participating Class Members expressly assume the risk, they freely and voluntarily give the release as set forth above.

4.2 As a material inducement to Defendant to enter into this Agreement, in addition to Plaintiff's release in § 4.1 above, Plaintiff does hereby, for himself and his assigns, agents, representatives, attorneys, heirs, executors, administrators, beneficiaries, and privies, release all charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, expenses

(including attorneys' fees and costs actually incurred), and punitive damages of any nature whatsoever, from the beginning of time through the execution of this Agreement, which the Plaintiff has, or may have had, against the Defendant and its affiliates, agents, employees, officers, directors, parents, subsidiaries, attorneys, representatives, advisors, administrators, predecessors, successors, insurers, accountants, advisors, or anyone acting on its behalf, whether or not apparent or yet to be discovered, or which may hereafter develop, under federal, state, or local law, rule, or regulation, including, but not limited to the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and Washington's Industrial Welfare Act ("IWA"), RCW 49.12, Minimum Wage Act ("MWA"), RCW 49.46, Wage Payment Act ("WPA"), RCW 49.48 and Wage Rebate Act ("WRA"), RCW 49.52. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; the Americans with Disabilities Act 42 U.S.C. § 12101 *et seq.*, as amended; and any federal, state, or common law claim or cause of action. Plaintiff acknowledges that he may discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this release, but that it is his intention to finally and forever settle and release the Released Claims and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Plaintiff expressly assumes the risk, he freely and voluntarily gives the release as set forth above. The consideration for this general release is the Class Representative Service Payment.

4.3 Neither the Agreement nor any amounts paid to Participating Class Members will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Makotz.

5. MOTION FOR PRELIMINARY APPROVAL. The undersigned agree to recommend approval of the Settlement by the Court as being fair, reasonable, and adequate. In that regard, the Parties agree that, as soon as practicable after execution of the Agreement, the Parties shall submit the Agreement, together with its exhibits, to the Court and shall apply for entry of a Preliminary Approval Order, preliminarily approving the proposed Settlement and setting a date for a hearing to determine final approval of the Settlement. The Preliminary Approval Order shall provide the Court's decision whether to provide notice of the Settlement and related matters to be sent to Plaintiffs as specified herein.

6. SETTLEMENT ADMINISTRATION.

6.1.1 Class Certification. For the purposes of this Stipulation only, the Parties agree to certification of the Class, to include:

All current and former hourly nonexempt Makotz employees that worked at any Makotz restaurant or entity in Washington state, including, but not limited to, servers, bar tenders, cooks, greeters, or other employees with similar job duties employed by Makotz in Washington at any time from February 20, 2022 until through the date of the Court's preliminary approval of the settlement.

6.1.2 **Class Data.** Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Settlement Administrator. The data should be current up to the date of the execution of this settlement and will be used to calculate damages for the Class. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement.

6.2 **Notice to Class Members.**

6.2.1 No later than fourteen (14) days after receiving the Class Data, the Settlement Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, and via email where possible the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The Settlement Administrator will also create a website for the Settlement, which will allow the Class to view the Notice (in generic form), this Settlement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. Class Counsel and Defendant's counsel must approve the website before it goes live and must approve any modifications to the website. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Settlement Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 90-day check cashing period for Settlement Award Checks.

6.2.2 Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Notice of Settlement. Under no circumstances shall such re-mailing extend the Notice Deadline.

6.2.3 Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Class Members by unique identifier; (ii) the Settlement Awards owed to each of the Participating Class Members; (iii) the final number of objections or valid letters requesting exclusion from the Settlement; and (iv) the number of undeliverable Notices.

6.2.4 Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the

Settlement. Defendant will not discourage participation in this Settlement or encourage objections or opt-outs.

6.3 **Requests for Exclusion from the Settlement (Opt-Outs).**

6.3.1 Any Class Member may opt out of the Class by submitting a written Request for Exclusion with the Settlement Administrator at the address set out in the Class Notice. To be timely, a Request for Exclusion must be postmarked no later than thirty (30) days after the Settlement Administrator mails the Class Notice. Requests for Exclusion must be personally signed by the Class Member and state the Class Member's full name, address, telephone number, and email address, if any; and a statement that the Class Member wishes to be excluded from the settlement. So-called "mass," "class," or "group" opt-outs shall not be valid. Any Class Member whose Request for Exclusion is approved by the Court as part of the Final Approval Hearing will not be bound by the Settlement and shall have no right to object, appeal, or comment on the Settlement. Every Class Member who does not timely and properly submit a Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Class Action. All Participating Class Members agree that the satisfaction of all the Released Claims against Makotz, as well as entry of the Final Approval Order, shall be binding upon all Participating Class Members.

6.3.2 The Settlement Administrator must reject a Request for Exclusion as invalid if it fails to contain all the information specified in Section 6.3.1. The Settlement Administrator's determination shall be final and not appealable or otherwise subject to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise subject to challenge.

6.3.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Section 4.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, or receives a settlement payment.

6.3.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

6.3.5 Although a Class Member might not receive the Class Notice and might not timely submit an Objection or Request for Exclusion because of inability to locate the Class Member's current address, this Agreement shall nonetheless bind the Class Member.

6.3.6 None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to submit a Request for Exclusion from the settlement.

6.4 **Objections to the Settlement.** Any Class Member, who has not requested exclusion, may object to the proposed Settlement by submitting a written statement to the Administrator by mail or email. To be timely, all written objections must be postmarked no later than thirty (30) days after the Settlement Administrator's mailing of the Class Notice. A written objection must state the objecting Class Member's full name, address, telephone number, and email address, if any, and that of the Class Member's counsel, if any; the grounds for all objections, stated with specificity, and any evidence the objecting Class Member wishes to introduce in support of the objections; whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; proof of membership in the settlement class; a statement as to whether the Class Member intends to appear at the Final Approval Hearing, either individually or through counsel; and the Class Member's original signature in blue ink. Any Class Member who fails to comply with the provisions of this Section shall waive and forfeit any and all rights the Class Member may have to appear separately and/or to object, and shall be bound by all the terms of the Agreement and by all proceedings, orders, and judgments in the Class Action. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

6.5 **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than sixty (60) days after the Settlement Administrator's mailing of the Class Notice to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Class Action and Settlement Class as a class action under Washington Rule of Civil Procedure 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process and the Washington Rules of Civil Procedure;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving or modifying the payment of the Service Awards to Plaintiff;
- e. approving or modifying Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Released Claims;
- h. directing that a Final Judgment be entered; and

- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

6.6 **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount and fund the amount necessary to fully pay Defendant's share of associated payroll taxes by transmitting the funds to the Settlement Administrator no later than ten (10) business days after the Effective Date. The Settlement Administrator shall thereafter remit payroll taxes and make distributions in accordance with this Agreement. Defendant shall not separately fund employer payroll taxes.

6.7 **Payments from Gross Settlement Amount.** Within fourteen (14) days after Defendant funds the Gross Settlement Amount or as soon as reasonably practicable, the Settlement Administrator will mail checks for all Individual Class Payments, the Administration expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

6.7.1 **Check Void Date.** The Settlement Administrator will issue checks for the Individual Class Payments and send them to Participating Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall state the date (not less than ninety (90) days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel checks not cashed by the void date.

6.7.2 **Settlement Payment Tax Allocations.** All Individual Class Payments to Participating Class Members shall be allocated fifty percent (50%) reflecting compromise of a claim for alleged unpaid wages and fifty percent (50%) of each Individual Class Payment for alleged interest and penalties. Individual Class Payments will be subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Individual Class Payment, for which Participating Class Members shall be issued an IRS Form W-2 by the Settlement Administrator. Participating Class Members will also be issued an IRS Form 1099 by the Settlement Administrator if required for the portion of the Individual Class Payment that is allocated to interest and penalties. Defendant shall pay the employer portion of applicable Payroll Taxes on the wage portions of the Individual Class Payments. The Settlement Administrator shall calculate the Defendant's Payroll Taxes within five (5) business days after the final Individual Settlement Payment calculations are approved. Defendant shall deposit the Defendant's Payroll Taxes into the Settlement Administrator's designated account within five (5) days of receiving the amounts from the Settlement Administrator. Amounts withheld will be remitted by the Settlement Administrator from Settlement Administrator's designated account to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Individual Class Payment, and the Form 1099 reporting for the non-wage portion of each Individual Class Payment. Where reasonably possible, Defendant shall provide the Settlement Administrator with the last known number of exemptions claimed on Class Members' Form W-4s. Zero (0) exemptions will be applied by the Settlement

Administrator for any Class Members for whom no Form W-4 data was available to Defendant. The Settlement Administrator will appropriately garnish wages upon Defendant's determination that a garnishment law or order applies to a Participating Class Member.

6.7.3 **No Tax Advice.** No provision of this Agreement, nor any communication between or among the Parties or their counsel, constitutes tax advice. Participating Class Members are solely responsible for any taxes due on the non-wage portions of their payments. The Settlement Administrator will issue IRS Forms W-2 and, if applicable, 1099 in accordance with this Section.

6.7.4 **FLSA Consent and Opt-In Filing.** The Parties agree to implement the following FLSA consent mechanisms:

(a) **Class Notice Consent.** The Class Notice and settlement website shall include a clear statement advising that by negotiating, cashing, or depositing the settlement check, a Class Member affirmatively consents to join the FLSA settlement and release FLSA claims.

(b) **Check Legend.** Each settlement check shall state in bold, conspicuous language substantially as follows: "By negotiating, cashing, or depositing this check, you consent to join the settlement in *Huang v. Makotz Corporation* and release wage-and-hour claims, including claims under the FLSA."

6.8 **Residual/Unclaimed Funds.** For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall distribute the funds represented by such checks in accordance with Section 3.2.6 in one lump sum.

7. **DEFENDANT'S RIGHT TO WITHDRAW.** If valid and timely Requests for Exclusion exceed fifteen percent (15.0%) of all Class Members as reflected in the Class Data, Defendant may, in its sole discretion, elect to withdraw from the Settlement by written notice to Class Counsel within seven (7) calendar days after the Settlement Administrator's report of opt-outs. The percentage of Requests for Exclusion shall be calculated by dividing the number of unique, valid Requests for Exclusion by the total number of Class Members in the Class Data (excluding individuals whose Notice was definitively undeliverable after skip tracing). If Defendant withdraws, the Settlement shall be void ab initio, with the Parties restored to their respective positions as of the day before execution of this Agreement.

8. **ADDITIONAL PROVISIONS.**

8.1 **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. This Agreement shall not be construed or deemed to be evidence of an admission or concession on the part of Makotz with respect to any claim, fault, liability, wrongdoing, or

damage whatever. Makotz expressly denies all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Class Action, and Makotz continues to believe the claims asserted against it in the Class Action are without merit. Notwithstanding these denials, Makotz concluded that continuing to litigate the Class Action would be protracted and expensive and that, in light of its cost, risk, and uncertainty, it is desirable that the Class Action be fully and finally released as set forth in this Agreement. The parties agree that class certification and representative treatment is for purposes of this Agreement only. Makotz agrees to not contest Plaintiff's Motion to Preliminarily Approve the Settlement and Conditionally Certify the Class, attached as Exhibit B. If, for any reason, the Court does not grant preliminary approval, final approval, or enter judgment, Makotz reserves the right to contest any attempt to certify a class by motion for any reasons, and Makotz reserves all available defenses to the claims in the Class Action. This Agreement and the Parties' willingness to settle the Class Action will have no bearing on and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8.2 **Confidentiality.** Plaintiffs, Class Counsel, Class Counsel's Local Counsel, Defendant, and Defense Counsel, separately agree that, until the motion for preliminary approval is filed, they and each of them will not publicize, or cause or permit another person to publicize, any of the terms of the Agreement directly association, or other entity except to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep such terms confidential. Each party agrees to immediately notify each other party of any judicial or agency order, inquiry, or subpoena seeking such information.

8.3 **Entire Agreement.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written, or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by all the parties hereto.

8.4 **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

8.5 **Governing Law and Choice of Forum.** This Agreement is made and entered into within and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Washington, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in a court of competent jurisdiction located in King County, Washington.

8.6 **Interpretation.** Since all Parties and their counsel participated in the drafting of this Agreement, and it is a result of lengthy, intensive arm's-length negotiations, the presumption that

ambiguities shall be construed against the drafter does not apply. None of the Parties will be deemed the drafter of this Agreement for purposes of construing its provisions.

8.7 **Use and Return of Class Data.** Information provided to Class Counsel, and all copies of documents provided to Class Counsel in anticipation of or in connection with the settlement conference, other settlement negotiations, or in connection with the Settlement, may be used only in respect to this Settlement, and no other purpose. No later than ten (10) days after the date the Court dismisses the Class Action or enters judgment, Class Counsel shall permanently destroy all paper and electronic versions of Class Data received from Makotz.

8.8 **Publicity.** The Parties and Class Counsel agree that they will not in any manner publicize the terms of this Agreement, which includes notifying any member of the media regarding the terms and conditions of the Settlement or responding to media inquiries, and includes posting or disseminating the terms and conditions of the Settlement on any social media website or Class Counsel's websites. Class Counsel shall also advise Plaintiff of this obligation. Makotz reserves the right to encourage current and former employees to participate in the class settlement.

8.9 **Termination.** This Agreement is entered into only for purposes of settlement. If the Court fails to finally approve the Agreement (or any part thereof) or the final order or Judgment is not entered into for any reason, the Agreement will be null and void and the Parties will return to their respective positions as if this Agreement was never negotiated, drafted, or executed. The Parties agree to first engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

8.10 **Severability.** Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

8.11 **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

8.12 **Notice.** Unless otherwise stated herein, any written notices required by the terms of this Agreement shall be address as follows:

If to Plaintiff, the Settlement Class, or Class Counsel:

Ed Hones
Ari Robbins Greene
Hones Law Group PLLC
119 1st Ave. S. Suite 310
Seattle, WA 98104

If to Defendant or Defense Counsel:

Aaron E. Schwartz
Lasher
601 Union Street, Suite 2600
Seattle, WA 98101

8.13 **Headings.** All headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation or as a substantive part of the Agreement. In the event of a dispute concerning the terms and conditions of the Agreement, the headings shall be disregarded.

8.14 **Continuing Jurisdiction.** The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiff and all Class Members, for purposes of the administration and enforcement of this Agreement, as well as resolving disputes arising from the drafting and implementation thereof.

8.15 **Counterparts.** This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Except where provided otherwise, a facsimile or electronic signature shall be deemed to constitute an original signature for the purposes of this Agreement.

8.16 **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

8.17 **Drafting/Implementation Disputes.** Any dispute regarding the drafting, approval, administration, or implementation of this Settlement that the Parties cannot resolve after good-faith meet-and-confer shall be submitted to the Court for final and binding resolution. The Court shall retain continuing jurisdiction for these purposes.

8.18 **Authority.** Each Party represents and warrants that it has the full authority to enter into and perform this Agreement, that the individual(s) executing this Agreement on its behalf are duly authorized to do so, and that upon execution this Agreement is a valid and binding obligation.

IN WITNESS HEREOF, the Parties hereby execute and cause this Agreement to be executed, by themselves or by their duly authorized representatives, as of the date(s) indicated on the lines below.

Date: 12/11/2025

Makotz Corporation:

By: 
 374BD70274E740B...
Makoto Kimoto

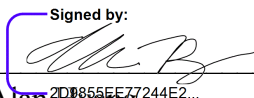
Date: 12/11/2025

Counsel for Defendant:

By: 
 4B7FB2355A0A4FF...
Aaron E. Schwartz, WSBA #62504

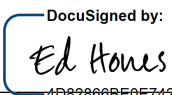
Date: 12/15/2025

Plaintiff:

By: 
 2D865EE77244E2...
Alan Huang

Date: 12/15/2025

Counsel for Plaintiff:

By: 
 4D82866BE0E742C...
Ed Hones, WSBA #58275