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19 *Inc., dba PB Industry, erroneously sued as*
20 *PB Industry, Inc.*

21 [Additional Counsel Listed on Following Page]

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF SAN BERNARDINO**

24 **SAN BERNARDINO JUSTICE CENTER**

25 JOSE MARCELO RIVERA, individually,
26 and on behalf of all others similarly
27 situated,

28 Plaintiff,

v.

PB INDUSTRY, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CIVSB2434800

[Hon. Jeffrey R. Erickson, Dept. S-14]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: November 19, 2024
Trial Date: None Set

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dba PB Industry erroneously sued as PB Industry, Inc.
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1 This Class Action and PAGA Settlement and Release (“Settlement Agreement”) is entered
2 into by and between Plaintiff, Jose Marcelo Rivera (“Plaintiff”), on behalf of himself and the Class,
3 on the one hand, and Defendant, Deng’s Group, Inc., dba PB Industry, Inc., erroneously sued as PB
4 Industry, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to
5 herein as “Parties” and individually referred to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendant on the other hand.

10 DEFINITIONS

11 1. “Action” means *Jose Marcelo Rivera v. PB Industry, Inc.*, Superior Court of the State
12 of California for the County of San Bernardino, Case Number: CIVSB24348000.

13 2. “Class” means: all hourly, non-exempt employees employed by Defendant, in the State
14 of California, at any time from November 19, 2020, through January 31, 2026.

15 3. “Class Counsel” means The Wheeler Law Firm, APC.

16 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
18 Action.

19 5. “Class Information” means information regarding Class Members that Defendant will
20 in good faith compile from its records and provide to the Settlement Administrator. It shall be
21 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
22 Class Member’s full name; social security number; last known address; last known telephone number;
23 and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

24 6. “Class Member” means each person who is a member of the Class defined above and
25 who is eligible to participate in this Settlement.

26 7. “Class Period” means the time period from November 19, 2020, through January 31,
27 2026.

28 8. “Class Representative Service Award” means the amount that the Court authorizes to

1 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff's efforts and risks in assisting with the
2 prosecution of the Action and in return for executing a general release with Defendant.

3 9. "Compensable Work Week" or "Compensable Work Weeks" means a reasonable
4 estimate of weeks worked by each Class Member as a non-exempt employee in California for
5 Defendant individually and collectively by all Class Members during the Class Period based on
6 Defendant's records and used as a value to calculate Individual Settlement Payments. The number
7 of Compensable Work Weeks for each Class Member will be determined by adding all the calendar
8 days within the inclusive dates of employment for the employee and dividing that number by seven.
9 Any partial workweek will be expressed as a percentage of a full workweek. If it can be readily
10 determined, workweeks where someone was employed but did not record any hours can be excluded
11 from this calculation.

12 10. "Compensable PAGA Work Week" or "Compensable PAGA Work Weeks" means a
13 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt employee in
14 California for Defendant, individually and collectively by all PAGA Members, during the period
15 from of September 16, 2023, through January 31, 2026, based on Defendant's records and used as a
16 value to calculate PAGA Payments. The number of Compensable PAGA Work Weeks for each
17 PAGA Member, will be determined by adding all the calendar days within the inclusive dates of
18 employment for the employee and dividing that number by seven. Any partial workweek will be
19 expressed as a percentage of a full workweek. If it can be readily determined, workweeks where
20 someone was employed but did not record any hours can be excluded from this calculation.

21 11. "Court" means the Superior Court for the County of San Bernardino, State of
22 California.

23 12. "Defendant" means Deng's Group, Inc., dba PB Industry, erroneously sued as PB
24 Industry, Inc.

25 13. "Effective Date" means the date on which the Superior Court's Final Approval Order
26 and Judgment becomes final and Defendant fully funds the settlement. The Superior Court's Final
27 Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the
28 Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order

1 and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn,
2 but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the
3 Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection to the
4 Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the
5 Settlement has been filed within sixty-five (65) calendar days following the date that the Final
6 Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other
7 appellate proceeding opposing the validity of the Settlement has been resolved finally and
8 conclusively with no right to pursue further remedies or relief.

9 14. "Final Approval Order and Judgment" means an order and judgment that the Court
10 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

11 15. "Gross Settlement Amount" means the maximum amount which Defendant is
12 obligated to pay under this Settlement Agreement, which is Two Hundred and Five-Five Thousand
13 Dollars (\$255,000.00), subject to increase under the circumstances as set forth in paragraph 58. This
14 is an "all in" non-reversionary Settlement in which Defendant are required to pay the entire Gross
15 Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any
16 circumstances. Payments of any appropriate and lawfully-required employer's share of the payroll
17 taxes on the taxable portion of the settlement payments shall be paid separately from the Gross
18 Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

19 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
20 Amount to each Settlement Class Member.

21 17. "LWDA" means the California Labor and Workforce Development Agency.

22 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
23 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
24 penalties, and Settlement Administration Costs.

25 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
26 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
27 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
28

1 process, and each Class Member's estimated Individual Settlement Payment. Notice of Class
2 Settlement will be provided to the Class in English and Spanish.

3 20. "Operative Complaint" means the Class Action Complaint on file in this action.

4 21. "Objection" means a letter or other written communication submitted by a Class
5 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
6 or she is objecting to any of the terms of the Settlement.

7 22. "PAGA Member" or "PAGA Members" means all hourly, non-exempt employees
8 who worked for Defendant, in the State of California, at any time during the September 16, 2023,
9 through January 31, 2026.

10 23. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
11 Plaintiff or Defendant, individually.

12 24. "Payment Ratio" means the respective Compensable Work Weeks for each Settlement
13 Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.

14 25. "PAGA Payment Ratio" means the respective Compensable PAGA Pay Periods for
15 each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

16 26. "PAGA Period" means the time period from September 16, 2023, through January
17 31, 2026.

18 27. "Plaintiff" refers to Jose Marcelo Rivera.

19 28. "Preliminary Approval Date" means the date upon which the Court files an order
20 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
21 Settlement.

22 29. "Request for Exclusion" means a letter or other written communication submitted by
23 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
24 that he or she is electing to be excluded from the Settlement.

25 30. "Released Claims by Plaintiff" is set forth in paragraph 47 below. Plaintiff releases
26 the "Released Claims by Plaintiff" as of the date Defendant fully funds this Settlement.

27 31. "Released Claims by Settlement Class Members" means: As of the date Defendant
28 fully funds this Settlement, Settlement Class Members shall fully and finally release and discharge

Released Parties, from November 19, 2020, through January 31, 2026, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194, and 1197; (b) failure to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to provide recovery periods, California Labor Code §§ 226.7 and California Code of Regulations, Title 8, Section 3395, (d) Failure to pay overtime wages, California Labor Code §§ 510, 1194 and 1198; (e) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (f) failure to timely pay wages §§ 204 and 210; (g) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202, and 203; (h) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 246, 248.2, 248.2, and 248.6; (i) failure to maintain required records, California Labor Code §§ 226 and 1174, (j) failure to provide sick leave and supplemental COVID-19 sick leave, California Labor Code §§ 23545.5, 246, 247.6, 248.1, 248.2, and 248.6, (k) failure to reimburse necessary business expenses, California Labor California Labor Code §2802; and (l) unlawful business practices under California, Business and Professions Code §17200, et seq.; predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Release Period. Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation

1 and unemployment insurance benefits.

2 32. "Released Parties" collectively mean: (i) Defendant; (ii) Defendant's respective past,
3 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
4 assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members,
5 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

6 33. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
7 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
8 on which Class Members may: (a) submit a Request for Exclusion; (b) submit an Objection to the
9 Settlement; or (c) Work Week dispute.

10 34. "Settled PAGA Claims", means penalties only under the Private Attorneys General
11 Act ("PAGA"), based upon the Released Claims by PAGA Members that serves the basis for
12 penalties only pursuant to Labor Code § 2699 *et seq.*, for: (a) failure to provide required meal
13 periods, California Labor Code §§ 226.7, 510, 512, 1194, 1197, and IWC Wage Order 1-2001; (b)
14 failure to provide required rest periods, California Labor Code §§ 226.7, 512, and IWC Wage Order
15 1-2001; (c) failure to provide recovery periods, California Labor Code §§ 226.7 and California Code
16 of Regulations, Title 8, Section 3395, (d) Failure to pay overtime wages, California Labor Code §§
17 510, 1194, 1198 and IWC Wage Order 1-2001; (e) failure to pay minimum wages, California Labor
18 Code §§ 1194, 1197 and IWC Wage Order 1-2001; (f) failure to timely pay wages §§ 204 and 210;
19 (g) failure to timely pay all wages during employment and to discharged and quitting employees,
20 California Labor Code §§ 201, 202, and 203; (h) failure to furnish accurate, itemized wage
21 statements, California Labor Code §§ 226, 246, 248.2, 248.2, and 248.6; (i) failure to maintain
22 required records, California Labor Code §§ 226 and 1174, (j) failure to provide sick leave and
23 supplemental COVID-19 sick leave, California Labor Code §§ 23545.5, 246, 247.6, 248.1, 248.2,
24 and 248.6, (k) failure to reimburse necessary business expenses, California Labor California Labor
25 Code §2802, as alleged in Plaintiff's Operative Complaint and in Plaintiff's PAGA Notice dated
26 September 13, 2024.

27 35. "Settlement" means the disposition of the Action pursuant to this Agreement.
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36. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

37. "Settlement Administrator" means ILYM Group, Inc. ("ILYM Group"), the Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with ILYM Group that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

38. “Settlement Class” or “Settlement Class Members” means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

39. Procedural History. On November 19, 2024, Plaintiff filed his Class Action and PAGA Representative Action Complaint which is the “Operative Complaint.”

40. Investigation and Discovery. The Parties have conducted significant investigation of the facts and law during the prosecution of this Action and before this Settlement was reached. Such discovery and investigation included, *inter alia*, the exchange of information and extensive documents pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

41. Mediation. The Parties participated in a private mediation session with the highly experienced mediator, Nikki Tolt, Esq., on January 6, 2026. After a full day of mediation, the Parties were unable to resolve the matter. Thereafter the Parties continued their negotiations until the Parties

1 were able to reach a proposed settlement regarding the material terms for a proposed class action and
2 PAGA settlement that would fully resolve this matter.

3 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
4 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
5 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
6 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
7 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
8 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
9 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
10 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
11 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
12 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
13 best interests of the Class.

14 43. Defendant's Reasons for Settlement. Defendant has concluded that any further defense
15 of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's
16 time, energy, and resources have been and, unless this Settlement is completed, will continue to be
17 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
18 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
19 continues to contend that it is not liable for any of the claims alleged by Plaintiff in this Action,
20 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
21 Settlement Agreement to put to rest the claims in this Action.

22 STIPULATION AND AGREEMENT

23 44. NOW THEREFORE, in consideration of the mutual covenants, promises, and
24 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

25 45. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
26 Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

27 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
28 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an

1 “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
2 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
3 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
4 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
5 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
6 own, independent legal and tax counsel for advice (including tax advice) in connection with this
7 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
8 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
9 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
10 that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party
11 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
13 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
14 contemplated by this Agreement.

15 47. Released Claims by Plaintiff. As of the date Defendant fully fund the Settlement,
16 Plaintiff, agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph
17 31 above. In addition to Release of Claims by Settlement Class Members and as a material inducement
18 to Defendant to enter into this Settlement Agreement, Plaintiff does hereby, for himself and for his
19 spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
20 conservators, guardians, personal representatives, and assigns, forever and completely release and
21 discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
22 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
23 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
24 damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the
25 beginning of time through the execution of this Settlement Agreement, whether known or unknown,
26 suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating
27 to Plaintiff’s employment with or work for Defendant or the remuneration for or termination of such
28 employment.

1 Without limiting the generality of the foregoing, Plaintiff expressly release all claims arising
2 under the California Labor Code (including, but not limited to, sections 201, 201.3, 202, 203, 204,
3 210, 216, 218.6, 221, 222, 225.5, 223.2, 224, 225, 225.5, 226.7, 227.3, 246, 248.1, 248.2, 248.3, 248.6,
4 450, 510, 511, 512, 558, 1174, 1174.5, 118.12, 1194, 1197, 1197.1, 1197.2, 1198, 2802, 2698 et seq.,
5 and 2802); the Wage Orders of the California Industrial Welfare Commission; the California Private
6 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200
7 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California
8 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law;
9 and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released
10 Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive
11 damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
12 harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C.
13 section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
14 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the
15 law of contract and tort. This release excludes the release of claims not permitted by law. As to the
16 Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms
17 of section 1542 of the California Civil Code. Section 1542 reads as follows:

18 **A general release does not extend to claims that the creditor or releasing party does**
19 **not know or suspect to exist in his or her favor at the time of executing the release**
20 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or releasing party.

21 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
22 and complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge
23 that this Settlement Agreement is intended to include in its effect, without limitation, all claims that
24 Plaintiff knew of, as well as all claims that they do not know or suspect to exist in their favor against
25 the Released Parties, or any of them, for the time period from the beginning of time to the execution
26 of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment
27 of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to pursue any claims
28 against Defendant, including, but not limited to, any and all claims relating to or arising from

1 Plaintiff's employment with Defendant, and that Plaintiff's Counsel is not currently aware of any
2 facts or legal theories upon which any claims or causes of action could be brought against
3 Defendant, excepting those facts or legal theories alleged in the Operative Complaint in this
4 Action. This release does not include claims which cannot be released such as unemployment or
5 Worker's Compensation benefits.

6 48. Class Certification. For settlement purposes only, Defendant will stipulate that the
7 Settlement Class Members described herein who do not request exclusion from the Settlement Class
8 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
9 admission that class action certification is proper and shall not be admissible in this or in any other
10 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
11 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
12 Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected
13 by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue
14 of whether or not certification would be appropriate in a non-settlement context. Plaintiff expressly
15 reserves his rights and declares that he will continue to pursue class certification and a trial should the
16 Court fail to grant Final Approval.

17 49. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
18 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
19 have this matter presented to the Court for preliminary and final approval.

20 50. Release of Claims by Settlement Class Members. Settlement Class Members release
21 the "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

22 51. Release of Settled PAGA Claims. PAGA Members release the "Settled PAGA
23 Claims," as defined, as of the Effective Date.

24 51. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
25 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

26 53. Notice to the Class. Upon receipt of the Class Information, the Settlement
27 Administrator will perform a search based on the National Change of Address Database to update and
28 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the

1 Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement
2 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
3 its best judgment to determine the current mailing address for each Class Member. The address
4 identified by the Settlement Administrator as the current mailing address shall be presumed to be the
5 best mailing address for each Class Member.

6 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
7 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
8 the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of
9 Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator
10 will conduct its investigation for an updated address of the Class Member and re-mail the Notice of
11 Class Action Settlement. If an updated address is found, the Settlement Administrator shall have
12 seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered
13 envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the
14 extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement
15 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to:
16 (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

17 (1) Verification of Class Member Employment Status. If Notice of Class
18 Action Settlement sent to a Class Member is determined to be
19 undeliverable, the Settlement Administrator shall verify the
20 employment status of the Class Member with Defendant within five
21 (5) days of receipt of the undeliverable Notice of Class Action
22 Settlement. If the Class Member is a current employee of Defendant,
23 Defendant shall take all reasonable efforts to obtain the current
24 address from the Class Member and shall provide the same with seven
25 (7) days of notice from the Settlement Administrator.

26 b. Disputes Regarding Individual Settlement Payments. Class Members will have
27 the opportunity, should they disagree with Defendant's records regarding the dates of employment
28 stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show

contrary information by the Response Deadline. The dispute form must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class Member that he or she is disputing the number of Compensable Workweeks and the basis for the dispute; (d) any documentation demonstrating that the number of Compensable Workweeks listed in the Notice of Class Settlement is incorrect; (e) be signed by the Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the dispute form shall be the exclusive means used to determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class Member may also submit a dispute form by facsimile or email to the Settlement Administrator within the Response Deadline. The Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records shall be given a rebuttable presumption of accuracy.

c. Request for Exclusion. Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number of the Class Member, and the last four digits of the Class Member's social security number or full employee ID number; (b) contain the case name and case number; (c) a clear statement by the Class Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall be the exclusive means used to determine whether it has been timely submitted. In addition to U.S. Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any

1 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
2 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
3 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties.
4 PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be
5 released even if the Class Member submits a timely Request for Exclusion. Class Members who fail
6 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
7 by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

8 d. Objections. Class Members who wish to object to the Settlement can either
9 mail or send by facsimile or email to the Settlement Administrator a written Objection by the
10 Response Deadline. The Objection should: (a) contain the full name, address, and telephone number
11 of the Class Member, and the last four digits of the Class Member's social security number; (b)
12 contain the case name and case number; (c) the dates of employment of the Class Member; (d) be
13 signed by the Class Member; (e) state the basis for the Objection, including any legal briefs, papers
14 or memoranda in support of the Objection; and (f) be postmarked by the Response Deadline. The
15 date of the postmark on the return mailing envelope on the Objection shall be the exclusive means
16 used to determine whether the Objection has been timely submitted. Class Members who submit a
17 timely Objection will have a right to appear at the final approval hearing in order to have their
18 Objection heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or
19 otherwise encourage Class Members to submit Objections to the Settlement or appeal from the Final
20 Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to
21 any such Objections. The Settlement Administrator will provide the Parties with any Objection
22 within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all Objections
23 with the Court in advance of the Final Approval Hearing. Oral or written Objections may also be
24 made at the Final Approval hearing without a written objection being submitted, but only with the
25 Court's express permission. If the Court rejects the objection, the individual will be bound by the
26 terms of the Settlement.

27 e. If greater than ten (10) percent of the Class Members opt out or object to this
28 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is

1 10% or more, Defendant will have the right to rescind and terminate the Settlement without prejudice
2 to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and any funds
3 to be awarded shall be returned to their respective statuses as of the date and time immediately prior
4 to the execution of this Agreement.

5 f. Except for those Settlement Class Members who exclude themselves in
6 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
7 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
8 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
9 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
10 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
11 of the Settlement.

12 54. Funding Gross Settlement Amount. After Final Approval by the Court, Defendant
13 shall wire transfer the full Gross Settlement Amount along with Defendant's share of the payroll taxes
14 to the Settlement Administrator within thirty (30) calendar days of the Effective Date.

15 55. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
16 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
17 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
18 last known mailing address.

19 a. The Settlement Administrator shall calculate the total Compensable Work
20 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
21 Information provided by Defendant. The respective Compensable Work Weeks for each Settlement
22 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
23 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
24 apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each Settlement Class
25 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
26 her Individual Settlement Payment.

27 b. Individual Settlement Payments due to each Settlement Class Member shall be
28 designated as follows:

1 1. Twenty percent (20%) of the Individual Settlement Payment shall
2 represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all
3 applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be
4 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
5 issue a W-2 Form to each Settlement Class Member in relation to this payment.

6 2. Seventy percent (70%) of the Individual Settlement Payment shall
7 represent payment of all penalties. These payments will not be subject to withholding of local, state,
8 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement
9 Class Member in relation to these payments.

10 3. Ten percent (10%) of the Individual Settlement Payment shall represent
11 payment of all interest. These payments will not be subject to withholding of local, state, and federal
12 taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member
13 in relation to these payments.

14 (a). Class Members With Missing/Unverifiable Social Security
15 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
16 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
17 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
18 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
19 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
20 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
21 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
22 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
23 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
24 least 30 days between the two contacts.

25 c. Uncashed Settlement Checks (Class and PAGA). Individual Settlement
26 Payment checks shall remain negotiable for one hundred and eighty (180) calendar days from the
27 postmark date of issuance. If the Individual Settlement Payment check is not cashed, deposited, or
28 otherwise negotiated by the Settlement Class Member within the 180-day deadline, the check will be

1 voided, and the funds associated with any such voided checks shall be paid to the State of California
2 Controller's Office – Unclaimed Property Division pursuant to California Code of Civil Procedure
3 section 384. Neither Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any
4 liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized
5 negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.
6 The Settlement Administrator shall send a reminder postcard to any Class Member whose settlement
7 distribution check has not been negotiated within sixty (60) days after the date of mailing.

8 d. Certification By Settlement Administrator. The Parties have the right to
9 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
10 Administrator concerning the administration of the Settlement will be resolved by the Court, under
11 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
12 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
13 completion of administration of the Settlement, the Settlement Administrator shall provide written
14 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
15 necessary.

16 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
17 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
18 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
19 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
20 Settlement Class Member to additional compensation or benefits under any company compensation
21 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
22 any Settlement Class Member to any increased pension and/or retirement, or other deferred
23 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
24 provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class
25 Members in connection with this Settlement, and that the Settlement Class Members are not entitled
26 to any new or additional compensation or benefits as a result of having received the Individual
27 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
28

1 compensation plan document that might have been in effect during the period covered by this
2 Settlement).

3 f. Class Representative Service Award. Defendant agrees not to oppose or object
4 to a Class Representative Service Award to Plaintiff of up to Eight Thousand Dollars (\$8,000.00),
5 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
6 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
7 and legally responsible to pay any and all applicable taxes on his Class Representative Service Award
8 and shall hold harmless Defendant and Class Counsel from any claim or liability for taxes, penalties,
9 or interest arising as a result of the Class Representative Service Award payment. The Class
10 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment. This
11 Settlement is not contingent upon the Court awarding Plaintiff a Class Representative Service Award
12 in any amount, and any amount requested by Plaintiff for the Class Representative Service Award that
13 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
14 Class Members as provided in this Amended Agreement.

15 g. Class Counsel Award. Defendant agrees not to oppose or object to any
16 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
17 Settlement Amount, or Eight-Four Thousand and Nine-Hundred and Fifteen Dollars (\$84,915).
18 Defendant further agrees not to oppose any application or motion by Class Counsel for the
19 reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter
20 from the Gross Settlement Amount not to exceed Eighteen Thousand Dollars (\$18,000.00). Class
21 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made
22 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
23 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent
24 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs. Any
25 amount requested by Class Counsel for the Class Counsel Award and costs that is not granted by the
26 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
27 provided in this Agreement.

1 h. Settlement Administration Costs. The Settlement Administrator shall be paid
2 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
3 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed Ten
4 Thousand Dollars (\$10,000.00). Prior to the filing of a motion for final approval of this Settlement,
5 the Settlement Administrator shall provide the Parties with a statement detailing the costs of
6 administration. Any amount requested by the Settlement Administrator for administration costs that
7 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
8 Class members as provided in this Amended Agreement. Defendant will pay any fees incurred by the
9 Settlement Administrator if the settlement is not approved.

10 i. PAGA Payment. Ten Thousand dollars (\$10,000) from the Gross Settlement
11 Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five
12 percent (75%) of that amount, or \$7,500, will be paid to the LWDA and twenty-five (25%) of that
13 amount, or \$2,500, will be paid to the PAGA Members based upon Compensable PAGA Pay Periods
14 as determined by the PAGA Payment Ratio as set forth in Paragraph 25. This PAGA Payment is
15 made pursuant to California Labor Code § 2699(i).

16 56. Tax Liability: Class Counsel and Defendant make no representation as to the tax
17 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
18 Members are not relying on any statement or representation by Class Counsel or Defendant in this
19 regard. Plaintiff and Participating Class Members understand and agree that they will be solely
20 responsible for the payment of any taxes and penalties assessed on their respective payments described
21 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
22 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
23 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
24 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
25 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
26 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
27 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
28 be modified in a manner to bring Defendant into compliance with any such changes.

1 57. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
2 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
3 Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be
4 distributed by the Settlement Administrator within ten (10) calendar days of receipt of the full Gross
5 Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the
6 Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class
7 and PAGA Members addresses using the National Change of Address Database.

8 58. Work Week Differential. Defendant represents that there are no more than 4,688
9 workweeks worked during the Class Period. In the event the number of worked in the Class Period
10 increases by more than 10%, or 5,353 workweeks worked, then the Gross Settlement Amount shall
11 be increased proportionally by the workweek value in excess of 5,353, multiplied by the workweek
12 value. The workweek value shall be calculated by dividing the Gross Settlement Amount of \$255,000,
13 which the Parties agree is \$47.64. Thus, for example, should there be 8,000 workweeks worked in
14 the Class Period, then the Gross Settlement Amount shall be increased by \$2,647 (8,000 workweeks
15 – 5,353 workweeks) x \$47.64/workweek.)

16 59. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
17 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
18 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
19 the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and (e)
20 the Settlement Administration Costs.

21 60. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
22 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
23 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
24 (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to
25 approve any material condition of this Settlement Agreement which effects a fundamental change of
26 the Settlement Agreement, this entire Settlement Agreement shall be null and void and
27 unenforceable as to all Parties herein at the option of any Party but remains protected by California
28 Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this

1 Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be
2 awarded under this Settlement shall be returned to their respective statuses as of the date and time
3 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
4 if this Agreement had not been executed, except that any fees already incurred by the Settlement
5 Administrator shall be paid by Defendant. Further, if the Settlement Agreement is voided or fails
6 for any reason, Plaintiff and Defendant will have no further obligations under the Settlement
7 Agreement, including any obligation by Defendant to pay the Settlement Amount, or any amounts
8 that otherwise would have been owed under this Settlement Agreement except for the costs incurred
9 by the Settlement Administrator. In the event an appeal is filed from the Court's Final Approval
10 Order and Judgment, or any other appellate review is sought, administration of the Settlement shall
11 be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by
12 the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's
13 Final Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement
14 Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said
15 notification.

16 61. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
17 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
18 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
19 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

20 62. No Admission by Defendant. Defendant denies any and all claims alleged in this
21 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
22 admission and shall not be used against Defendant as an admission or indication with respect to any
23 claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant desires to settle
24 and compromise the matters at issue in the Action to avoid further substantial expense and the
25 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into
26 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
27 defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member, has
28

1 determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class be
2 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

3 63. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
4 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
5 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
6 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
7 constitute a part of this Agreement.

8 64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
9 except such proceedings necessary to implement and complete the Settlement, holding the Action in
10 abeyance pending the final approval hearing to be conducted by the Court.

11 65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
12 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
13 with this Agreement shall be resolved as follows:

14 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
15 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has
16 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
17 alleged violation.

18 b. Upon receiving notice of the alleged violation or dispute, the responding Party
19 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
20 with the reasons why the Party disputes all or part of the allegation.

21 c. If the response does not address the alleged violation to the initiating Party's
22 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
23 differences.

24 d. If Class Counsel and Defendant's Counsel are unable to resolve their
25 differences after twenty (20) calendar days, either Party shall first contact the mediator (Nikki Tolt,
26 Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion
27 for enforcement with the Court. The briefing of such motion should be in letter brief form and shall
28 not exceed five (5) single-spaced pages (excluding exhibits).

1 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
2 this Section may be recovered by any Party that prevails under the standards set forth within the
3 meaning of applicable law.

4 66. Notice. Unless otherwise specifically provided herein, all notices, demands or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given as
6 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
7 mail, return receipt requested, addressed:

8 To the Settlement Class:

9 THE WHEELER LAW FIRM, APC
10 Scott Ernest Wheeler
Justin A. Wheeler
11 250 West First Street, Suite 216
Claremont, California 91711
12 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
13 Email: sew@scottwheelerlawoffice.com
14 jaw@scottwheelerlawoffice.com

15 To Defendant, Deng's Group, Inc., dba PB Industry, erroneously sued as PB Industry, Inc.:

16 LT PACIFIC LAW GROUP LLP
Jen-Feng Lee
17 17800 Castleton Street, #560
City of Industry, California 91748
18 Telephone: 626-810-7200
Facsimile: 626-810-7300

19 GUTIERREZ, PRECIADO & HOUSE, LLP
20 Calvin R. House, Esq.
Claire Zhu, Esq.
21 3020 East Colorado Boulevard
Pasadena, California 91107
22 Telephone: (626) 449-2300
Facsimile: (626) 449-2330

23 67. Amendment or Modification. This Agreement may be amended or modified only by
24 a written instrument signed by counsel for all Parties and approved by the Court.

25 68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
26 the entire Agreement among these Parties, and no oral or written representations, warranties, or
27 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
28 representations, warranties, and covenants contained and memorialized in the Agreement and its

1 Exhibits.

2 69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
3 represent they are expressly authorized by the Parties whom they represent to negotiate this
4 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
5 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
6 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
7 and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
8 unable to reach agreement on the form or content of any document needed to implement the
9 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
10 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
11 disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants
12 that it is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
13 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
14 covered by this Settlement to a third-party.

15 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
16 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

21 72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
22 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
23 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
24 part of ss or any of the other Released Parties. Each of the Parties hereto has entered into this
25 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
26 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
27 all related documents such as the notices, and motions for preliminary and final approval, shall,
28 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be

1 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
2 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
3 of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is
4 not approved, the stipulation will be of no force or effect.

5 73. California Law Governs. All terms of this Settlement Agreement and the Exhibits
6 hereto shall be governed by and interpreted according to the laws of the State of California.

7 74. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
8 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
9 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

10 75. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
11 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
12 of the terms of this Settlement Agreement and all orders and judgments entered in connection
13 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
14 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders
15 and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to
16 approval by the Court.

17 76. Construction. The Parties hereto agree that the terms and conditions of this Settlement
18 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
19 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
20 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
21 and Defendant expressly waives the common-law and statutory rule of construction that ambiguities
22 should be construed against the drafter of an agreement and further agree, covenant, and represent that
23 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
24 according to its fair meaning.

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

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

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

10 80. Voluntary Agreement. The Parties acknowledge that they have entered into this
11 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
12 or undue influence of any Party, and not in reliance on any promises, representations, or statements
13 made by the other Parties other than those contained in this Settlement Agreement. Each of the
14 Parties hereto expressly waves any right they might ever have to claim that this Settlement
15 Agreement was in any way induced by fraud.

16 81. Opportunity to Consult with Counsel. Prior to execution of this Settlement
17 Agreement, each Party has read this entire Settlement Agreement and has been given the
18 opportunity to consult with independent counsel of their choosing and to have such independent
19 counsel advise as to the meaning of this Settlement Agreement and its legal effect.

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

25 83. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
28 and enforceable.

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Dated: 3/27/2026

Signed by:

By: Jose Marcelo Rivera
6489FF7E0CC9463...

DENG'S GROUP, INC., DBA PB INDUSTRY,
ERRONEOUSLY SUED AS PB INDUSTRY,
INC.

Dated: 2/27/26

By: 
Title: CEO

APPROVED AS TO FORM:

DATED: February __, 2026

THE WHEELER LAW FIRM, APC

By: _____
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and all others similarly situated

DATED: February __, 2026

LT PACIFIC LAW GROUP, LLP

By: _____
Jen-Feng Lee

*Attorneys for Defendant, Deng's Group, Inc., dba PB
Industry, erroneously sued as PB Industry, Inc.*

DATED: February __, 2026

GUTIERREZ, PRECIADO & HOUSE, LLP

By: _____
Calvin House
Claire Zhu

*Attorneys for Defendant, Deng's Group, Inc., dba PB
Industry, erroneously PB Industry, Inc.*

1
2 Dated: _____

By: _____
Jose Marcelo Rivera

3
4 DENG'S GROUP, INC., DBA PB INDUSTRY,
5 ERRONEOUSLY SUED AS PB INDUSTRY,
6 INC.

7 Dated: 2/27/26

By: 
Title: CEO

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11 **APPROVED AS TO FORM:**

12 DATED: February __, 2026

THE WHEELER LAW FIRM, APC

13
14 By: _____
15 Scott Ernest Wheeler
16 Justin A. Wheeler

Attorneys for Plaintiff and all others similarly situated

17
18 DATED: February __, 2026

LT PACIFIC LAW GROUP, LLP

19
20 By: _____
21 Jen-Feng Lee

22 *Attorneys for Defendant, Deng's Group, Inc., dba PB*
23 *Industry, erroneously sued as PB Industry, Inc.*

24 DATED: February __, 2026

GUTIERREZ, PRECIADO & HOUSE, LLP

25
26 By: _____
27 Calvin House
28 Claire Zhu

Attorneys for Defendant, Deng's Group, Inc., dba PB
Industry, erroneously PB Industry, Inc.

PB INDUSTRY, INC.

Dated: _____

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: February __, 2026

March 10,
2026

THE WHEELER LAW FIRM, APC

By: _____

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and all others similarly situated

DATED: February __, 2026

LT PACIFIC LAW GROUP, LLP

By: _____

Jen-Feng Lee

Attorneys for Defendant, PB Industry, Inc.

DATED: February 17, 2026

GUTIERREZ, PRECIADO & HOUSE, LLP

By: _____

/s/ Zhouming Zhu

Calvin House
Zhouming Zhu

Attorneys for Defendant, PB Industry, Inc.

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Jose Marcelo Rivera v. PB Industry, Inc., et al.

Superior Court of the State of California for the County of San Bernardino, Case Number: CIVSB24348000

PLEASE READ THIS NOTICE

A class and representative action under the Private Attorneys General Act, California Labor Code sections 2699-2699.5. ("PAGA") against Defendant, Deng's Group, Inc., dba PB Industry. (referred to jointly as "Defendant") has been preliminarily approved for settlement. In the lawsuit, Plaintiff, Jose Marcelo Rivera ("Plaintiff") alleged that Defendant failed to properly compensate Class Members for all hours worked, failed to provide Class Members with compliant meal and/or rest periods or compensation in lieu thereof, failed to pay overtime wages, failed to pay minimum wages, failed to timely pay all wages, failed to pay all wages due to quitting and discharged employees at the time of separation, failed to maintain accurate payroll records, failed to provide accurate wage statements, failure to maintain records and provided for supplemental COVID-19 sick leave; failed to reimburse for reasonable and necessary business expenses and penalties predicated on the Labor Code violations pursuant to Labor Code sections 2699-2699.5 ("PAGA"). Defendant denies Plaintiff's allegations and contends that it complied with applicable law.

Class Member(s) are defined as: all hourly, non-exempt employees employed by Defendant, in the State of California, at any time from November 19, 2020, through January 31, 2026. ("Class Period" and collectively, the Class Members are referred to as the "Class").

"Class Period" means the time period from November 19, 2020, through January 31, 2026.

"PAGA Member(s) are defined as: all hourly, non-exempt employees who worked for Defendant, in the State of California, at any time during the September 16, 2023, through January 31, 2026.

The PAGA period is time period from September 16, 2023, through January 31, 2026.

You have been identified by Defendants' records as a Class Member in the above-entitled action, and as such, you are subject to the terms of the Class Action and PAGA Settlement Agreement And Release ("Settlement"), preliminarily approved by the Court. Please read this notice carefully. It may affect your legal rights. Defendants will not retaliate against you for any actions you take with respect to the settlement.

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to remain in the Class, be bound by the Settlement and receive your Individual Settlement Payment, and if eligible, PAGA Payment , then you need not do anything.
Exclude Yourself From the Settlement	If you do not want to be bound by the Settlement, you must follow the instructions in Section 6 to exclude yourself. If you exclude yourself, you will not receive your Individual Settlement Payment, and you will not release the Settled Claims against Released Parties defined in Section 4 below. If this Settlement is approved by the Court, and you are a PAGA Member, you will receive your PAGA payment and the Settled PAGA Claims will be released even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the Settlement, you must follow the instructions in Section 7. If you object, you will still be bound by the terms of the Settlement, if approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendants' records reflect that you are a Class Member as defined above. This Notice provides you with information about (1) the terms of the Settlement, including the claims that are being released, (2) the total monetary amount of the Settlement, (3) your estimated Individual Settlement Payment provided you remain a Settlement Class Member, and (4) where to find additional information regarding the case and the Settlement.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you do nothing, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

2. WHAT IS THIS CASE ABOUT?

The Class Action and PAGA Representative Complaint was filed on November 19, 2024, in the Superior Court of California, County of San Bernardino, commencing the lawsuit entitled *Jose Marcelo Rivera, et al. v. PB Industry, Inc.*, Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2434800. Plaintiff alleged on behalf of himself and the Class the following claims against Defendants for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194 and 1197; (b) failure to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to provide required recovery periods, California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395; (d) failure to pay overtime wages, California Labor Code §§ 510, 1194 and 1198; (e) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (f) failure to timely pay wages §§ 204 and 210; (g) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202 and 203; (h) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 246, 248.1, and 248.6; (i) failure to maintain records, California Labor Code §§ 226 and 1174; (j) failure to provide sick leave and supplemental COVID-19 sick leave, California Labor Code §§ 245.5, 246, 247.5, 248.1, 248.2, and 248.6; (k) failure to reimburse necessary business expenses, California Labor Code § 2802; and (l) unlawful business practices under California, Business and Professions Code § 17200, et seq.; and (J) and violation of PAGA, predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in the Operative Complaint.

The resolution of the PAGA claim (“PAGA Settlement”) includes all hourly, non-exempt employees who worked for Defendant, in the State of California, at any time during the September 16, 2023, through January 31, 2026 (“PAGA Members”).

The Court has not ruled on the merits of Plaintiff’s claims. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case on the merits. Rather, the Court has determined only that there is sufficient evidence to determine on a preliminary basis that the proposed Settlement is fair, adequate, and reasonable and any final determination of those issues will be made at the final approval hearing.

3. THE SETTLEMENT TERMS AND CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENTS AND PAGA PAYMENTS.

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of Two Hundred and Five-Five Thousand Dollars (\$255,000.00) to settle the Action if approved by the Court.

The following amounts will be paid from the Gross Settlement Amount:

- Service Award payment to Plaintiff for his service as Class Representative in the amount of up to Eight Thousand Dollars and Zero Cents (\$8,000.00);
- Attorneys’ Fees not to exceed Eight-Four Thousand and Nine-Hundred and Fifteen Dollars (\$84,915) (i.e., 1/3 of the Gross Settlement Amount) to Class Counsel and up to Eighteen Thousand Dollars and Zero Cents (\$18,000.00) for reimbursement of litigation costs and expenses (“Attorneys’ Costs”);
- The amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) allocated to the payment of civil penalties under PAGA (the “PAGA Allocation”);
- The costs associated with administration of the Settlement, estimated to be Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”).

Individual Settlement Payment: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount”. The Net Settlement Amount will be allocated to all Class Members who do not request to be excluded from the Settlement (“Settlement Class Members”) on a *pro rata* basis, based on their number of Compensable Work Weeks. Each payment is called an “Individual Settlement Payment” and will be calculated as follows:

1. The Settlement Administrator will determine the number of work weeks worked by Class Members in California as a non-exempt employee during the Class Period (“Compensable Work Weeks”);
2. The Settlement Administrator will determine the value of a single Compensable Work Week by dividing the Net Settlement Amount by the total number of Compensable Work Weeks for each Settlement Class Member resulting in a payment ratio; and
3. Each Settlement Class Member shall receive a gross Individual Settlement Payment equal to his or her Compensable Work Week payment ratio multiplied by the Net Settlement Amount.

Based on your Compensable Work Weeks, your individual settlement payment as a Settlement Class Member is estimated to be \$ [REDACTED].

PAGA Payment: A total of Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been allocated to PAGA Settlement. Of this amount, seventy-five percent (75%) of that amount, or \$7,500, will be paid to the LWDA and twenty-five (25%) of that amount, or Two Thousand, Five Hundred Dollars and Zero Cents (i.e., \$2,500.00) (the "Net PAGA Distribution Amount") will be paid on a *pro-rata* basis to PAGA Members.

1. The Settlement Administrator will determine the number of weeks worked by PAGA Members as non-exempt employees in California during the period from September 16, 2023, through January 31, 2026 ("Compensable PAGA Work Weeks");
2. The Settlement Administrator will determine the value of a single Compensable PAGA Work Week by dividing the Net PAGA Distribution Fund by the total number Compensable PAGA Work Weeks by all PAGA Members.
3. Each PAGA Member shall receive a PAGA Payment equal to his or her Compensable PAGA Work Weeks multiplied by the value of a single Compensable PAGA Work Week.

Based on these PAGA Compensable Work Weeks, your PAGA Payment is estimated to be \$ [REDACTED].

If you dispute the above information, you may submit a written dispute to the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks allocated to you ("Dispute") to the Settlement Administrator. Your Dispute must: (1) contain your name, address, and telephone number and the case name and number of this action, *Jose Marcelo Rivera, et al. v. PB Industry, Inc.*, Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2434800; (2) be signed by you; (3) be postmarked, emailed or fax stamped on or before (INSERT DATE) and returned to the Settlement Administrator at the address, email or fax number listed below; (4) clearly state the number of Compensable Work Weeks and/or Compensable PAGA Work Weeks you believe are correct; and (5) attach any documentary evidence you have to prove the number of contented Compensable Work Weeks and/or Compensable PAGA Work Weeks.

Phoenix Settlement Administrators
Re: *Jose Marcelo Rivera, et al. v. PB Industry, Inc, et al.*

INSERT ADDRESS

Phone: (800)

Facsimile: (714)

Email: INSERT EMAIL ADDRESS

Twenty percent (20%) of each Individual Settlement Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; seventy percent (70%) of each Individual Settlement Payment will be considered penalties and any other non-wage related amount; and ten percent (10%) of each Individual Settlement Payment will be considered interest. The amount allocated as wages will be reported on an IRS form W-2, and the remaining amount allocated as penalties, liquidated damages, interest and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each PAGA Payment will be allocated as penalties and be reported on an IRS form 1099.

In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes and contributions in connection with the portion of the Settlement allocated towards wages at the time the Gross Settlement Amount is funded.

Class Members are responsible for paying taxes on any amounts received. This Notice is not tax advice and you should consult your tax advisor. Checks will be valid and negotiable for one-hundred and eighty (180) days; after that checks will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one-hundred and eighty (180) days of mailing, or are returned to the Settlement Administrator, will be cancelled and the Settlement Administrator shall send the funds associated with uncashed checks to the State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class Member. Class Members will be bound by the Settlement even if they do not cash their settlement checks.

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

If you do nothing, you will receive your Individual Settlement Payment.

If and when the Court grants final approval of the Settlement, as of the Effective Date, all Class Members who do not opt out of the Settlement ("Settlement Class Members") hereby do and shall fully and finally release and discharge Released Parties, November 19, 2020, through January 31, 2026, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194 and 1197; (b) failure to provide required rest periods, California Labor Code §§ 226.7 and 512; (c) failure to

provide required recovery periods, California Labor Code § 226.7 and California Code of Regulations, Title 8, Section 3395, (d) failure to pay overtime wages, California Labor Code §§ 510, 1194 and 1198; (e) failure to pay minimum wages, California Labor Code §§ 1194 and 1197; (f) failure to timely pay wages §§ 204 and 210; (g) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202 and 203; (h) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 246, 248.1, and 248.6; (i) failure to maintain records, California Labor Code §§ 226 and 1174; (j) failure to provide sick leave and supplemental COVID-19 sick leave, California Labor Code §§ 245.5, 246, 247.5, 248.1, 248.2, and 248.6; (k) failure to reimburse necessary business expenses, California Labor Code § 2802; and (l) unlawful business practices under California, Business and Professions Code § 17200, et seq.; and (m) and violation of PAGA, predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in the Operative Complaint, including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point during the Class Period. Upon entry of the Final Approval Order and funding of the total Gross Settlement Amount, all Participating Class Members will forever completely release and discharge the Released Parties from the Released Claims for the Release Period. Plaintiff and Defendants intend that the Settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery to any and all of the Released Claims. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

"Released Parties" collectively means: (i) Defendant; (ii) Defendant's respective past, present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members, agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

5. WHAT AM I RELEASING AS A PAGA MEMBER UNDER THE SETTLEMENT?

As of the Effective Date, all PAGA Members, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all Settled PAGA Claims.

"Settled PAGA Claims" means penalties only under the Private Attorneys General Act ("PAGA"), based upon the Released Claims by PAGA Members that serves the basis for penalties only pursuant to Labor Code § 2699 *et seq.*, for: (a) failure to provide required meal periods, California Labor Code §§ 226.7, 510, 512, 1194, 1197, and IWC Wage Order 1-2001; (b) failure to provide required rest periods, California Labor Code §§ 226.7, 512, and IWC Wage Order 1-2001; (c) failure to provide recovery periods, California Labor Code §§ 226.7 and California Code of Regulations, Title 8, Section 3395, (d) Failure to pay overtime wages, California Labor Code §§ 510, 1194, 1198 and IWC Wage Order 1-2001; (e) failure to pay minimum wages, California Labor Code §§ 1194, 1197 and IWC Wage Order 1-2001; (f) failure to timely pay wages §§ 204 and 210; (g) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code §§ 201, 202, and 203; (h) failure to furnish accurate, itemized wage statements, California Labor Code §§ 226, 246, 248.2, 248.2, and 248.6; (i) failure to maintain required records, California Labor Code §§ 226 and 1174, (j) failure to provide sick leave and supplemental COVID-19 sick leave, California Labor Code §§ 23545.5, 246, 247.6, 248.1, 248.2, and 248.6, (k) failure to reimburse necessary business expenses, California Labor Code § 2802, as alleged in Plaintiff's Operative Complaint and in Plaintiff's PAGA Notice dated September 13, 2024.

Released Parties is defined in section 4 of this Notice above.

PAGA MEMBERS CANNOT OPT-OUT OR EXCLUDE THEMSELVES FROM THE PAGA SETTLEMENT OR RELEASE OF SETTLED PAGA CLAIMS AND WILL RECEIVE A PAGA PAYMENT EVEN IF THEY OPT-OUT OR EXCLUDE THEMSELVES FROM THE CLASS SETTLEMENT.

6. WHAT IF I DON'T WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member and with regards to the settlement of Settled Claims, but you are not able to exclude yourself as a PAGA Member. To exclude yourself as a Settlement Class Member, you must submit a written Request for Exclusion to the Settlement Administrator ("Opt-Out Request") at the address, email or fax number listed in section 3 of this Notice above.

A valid and complete Opt-Out Request must (1) contain the name, address, and telephone number of the Class Member requesting exclusion and the case name and number of the *Jose Marcelo Rivera, et al. v. PB Industry, Inc.*, Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2434800; (2) be signed by the Class Member; (3) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number listed in section 3 of this Notice above; and (4) contain a statement something substantially similar to:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE JOSE MARCELO RIVERA V. ASC STAFFING GROUP, LLC, ET AL., LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE

SETTLEMENT CLASS, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT OF THE LAWSUIT. I UNDERSTAND THAT THE PAGA CLAIM WILL STILL BE RELEASED AND SETTLED.”

It is your responsibility to ensure that the Settlement Administrator timely receives your request to be excluded from the Settlement. Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement.

Class Members who request to be excluded from the Settlement will NOT receive their Individual Settlement Payment and will not release any of the Settled Claims. However, Class Members who are also PAGA Members will receive their PAGA Payment and release the Settled PAGA Claims regardless of whether they submit an Opt-Out Request.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member may object to the Settlement or to any settlement term. If the Court denies approval, no payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object, you must submit the written objection to the Settlement Administrator (“Objection”) to the following address or fax number listed in section 3 of this Notice above. A valid and timely Objection must: (1) contain the name, address, and telephone number of the Settlement Class Member objecting and the case name and number of the (“Rivera” Action) *Jose Marcelo Rivera, et al. v. PB Industry, Inc., et al.*, Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2434800; (2) be signed by the Settlement Class Member; (3) give the legal and factual basis for their objection; and (4) be postmarked, emailed or fax stamped on or before [INSERT DATE] and returned to the Settlement Administrator at the specified address, email address or fax number in section 3 of the Notice above. Any written objection will not be presumptively invalidated if the objections do not comply with requirements (1), (2) and (3) as long as the written objection is timely received pursuant to requirement (4).

The submission of an objection will *not* exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still receive an Individual Settlement Payment and will be barred from pursuing the Settled Claims. **Do not file both an Objection and Opt-Out Request.** If you file both an Objection and an Opt-Out Request, you will be excluded from the Settlement and the Objection will not be considered.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on [INSERT DATE AND TIME] in Department S-14 of the Superior Court of the State of California, San Bernardino Superior Court – Civil Justice Center, located at 247 West 3rd Street, San Bernardino, California 92415. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class are:

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622

Attorneys for Defendant PB Industry, Inc.:

LT PACIFIC LAW GROUP LLP
Jen-Feng Lee
17800 Castleton Street, #560
City of Industry, California 91748
Telephone: 626-810-7200
Facsimile: 626-810-7300

GUTIERREZ, PRECIADO & HOUSE, LLP
Calvin R. House
Claire Zhu
3020 East Colorado Boulevard
Pasadena, California 91107
Telephone: (626) 449-2300
Facsimile: (626) 449-2330

The Court has decided that the Attorney for Plaintiff and the Class are qualified to represent the Settlement Class Members. Other than the Attorneys’ Fees and Attorneys’ Costs approved by the Court, which will be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION.

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the Superior Court of the State of California, San Bernardino Superior Court – Civil Justice Center, located at 247 West 3rd Street, San Bernardino, California 92415 or at the Court's website at: <https://www.SB-court.org>. Documents regarding this Settlement may also be found on the Internet at: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

EXHIBIT 2

1 THE WHEELER LAW FIRM, APC
2 Scott Ernest Wheeler (SBN 187998)
3 Justin A. Wheeler (SBN 342226)
4 250 West First Street, Suite 216
5 Claremont, California 91711
6 Telephone: (909) 621-4988
7 Facsimile: (909) 621-4622
8 Email: sew@scottwheelerlawoffice.com
9 jaw@scottwheelerlawoffice.com

10 *Attorneys for Plaintiff and the Putative Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF SAN BERNARDINO**
13 **SAN BERNARDINO JUSTICE CENTER**

14 JOSE MARCELO RIVERA, individually,
15 and on behalf of all others similarly
16 situated,

17 Plaintiff,

18 v.

19 PB INDUSTRY, INC., a California
20 corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

CASE NO.: CIVSB2434800

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CALSS
AND PAGA SETTLEMENT**

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 The Court now has before it, Plaintiff's unopposed Motion for Preliminary Approval of Class
3 Action Settlement ("Motion"). After reviewing the Motion, the Class Action and PAGA Settlement
4 Agreement and Release ("Settlement Agreement") and exhibits attached thereto, and good cause
5 appearing therefore, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the settlement memorialized in the
7 Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness,
8 and therefore meets the requirement for preliminary approval.

9 2. The Court conditionally certifies for settlement purposes the following class (the
10 "Class" or "Settlement Class"):

11 All hourly, non-exempt employees employed by Defendant, in the State
12 of California, at any time from November 19, 2020, through January 31, 2026.

13 The Class Period is from November 19, 2020, through January 31, 2026.

14 3. The Court conditionally approves for settlement purposes the PAGA allocation of this
15 settlement to the California Labor and Workforce Development Agency ("LWDA") and PAGA
16 Members.

17 The PAGA Period time period from September 16, 2023, through January 31, 2026.

18 4. The Court finds, for settlement purposes, that the Class meets the requirements for
19 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that
20 joinder is impractical; (2) there are questions of law and fact that are common, or of general interest,
21 to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the
22 claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests
23 of the Class; and (5) a class action is superior to other available methods for the fair and efficient
24 adjudication of the controversy.

25 5. The Court appoints, for settlement purposes, Plaintiff Jose M. Rivera as Representative
26 for the Class.

27 6. The Court appoints, for settlement purposes, The Wheeler Law Firm, APC as Counsel
28 for the Class.

1 7. The Parties are ordered to carry out the Settlement according to the terms of the
2 Settlement Agreement.

3 8. The Court appoints Phoenix Settlement Administrators (“Phoenix”) as the Settlement
4 Administrator and is ordered to carry out the administration of the settlement according to the terms
5 of the Settlement Agreement.

6 9. The Court approves as to form and content of the Class Action and PAGA Settlement
7 Notice. The Court finds that the dates selected for the mailing and distribution of the Notice Packet
8 meet the requirements of due process, provide the best notice practicable under the circumstances,
9 and shall constitute due and sufficient notice to all persons entitled thereto.

10 10. If any Class Member objects to the Settlement Agreement, the objecting party is not
11 required, either personally or through counsel: 1) to appear at the hearing on the motion for final
12 approval for that party’s objection to be considered; or 2) to file or serve, or to state in the objection,
13 a notice of intention to appear at the hearing on the motion for Final Approval of the Class Settlement.

14 11. Phoenix, the Settlement Administrator, shall provide notice to any objecting party of
15 any continuance of the hearing of Plaintiff’s Motion for Final Approval.

16 12. The Parties are ordered to carry out the Settlement according to the following
17 implementation schedule:

Event	Date
Last day for Defendants to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator, Phoenix to mail Class Notice	
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval of the Class Settlement, Attorneys’ Fees and Costs and Class Representative Service Award	Per Code.
Final Approval Hearing	

1 13. The Court finds that the method of giving notice to the Class constitutes the best means
2 practicable of providing notice under the circumstances. The Court further finds that the Notice Packet
3 and the method of giving notice to the Class meet the requirements of California Code of Civil
4 Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the
5 California and United States Constitutions, and other applicable law.

6 14. At the Final Approval Hearing, the Court will consider whether the Settlement should
7 be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and
8 whether the payments provided for under the Settlement, including attorneys' fees and costs and class
9 representative service award, should be finally approved and granted.

10 15. Pending the Final Approval Hearing, all proceedings in this Action, other than
11 proceedings necessary to implement the Settlement and this Order, are stayed.

12 **IT IS SO ORDERED.**

13
14 DATED: _____

JUDGE OF THE SUPERIOR COURT