

DECLARATION OF ABIGAIL SCHWARTZ FOR RUST CONSULTING, INC.

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1 I, Abigail Schwartz, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-
4 2078. I am over twenty-one years of age and am authorized to make this declaration on behalf of
5 Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 8,000 cases. Of
10 these, over 3,750 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiff and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Noe Ceja Ponce v. Venture*
13 *Dynamics Enterprises, Inc.* Settlement ("Settlement"). Duties included: a) preparing, printing and
14 mailing of the *Notice of Class Action Settlement and Hearing Date for Final Court Approval*
15 ("Notice"); b) tracking of exclusions, objections and challenges; c) drafting and mailing
16 Settlement Award checks; and d) for such other tasks as the Parties mutually agree or the Court
17 orders Rust to perform.

18 4. Rust obtained a mailing address of Ponce v Venture Dynamics Settlement
19 Administrator, c/o Rust Consulting, Inc. - 8451, P.O. Box 2396, Minneapolis, Minnesota 55021-
20 9096 to receive exclusions, objections, challenges, undeliverable Notices and other
21 communications regarding the Settlement.

22 5. Rust obtained a toll-free telephone number of (866) 208-5048 for Class Members
23 to call with questions regarding the Settlement. The toll-free telephone number was included in the
24 Notice.

25 6. Rust obtained a facsimile number of (248) 733-6418 for receiving communications
26 about the Settlement. The facsimile number was included in the Notice.

27 7. Rust obtained an email address of info@venturesettlement.com for receiving
28 communications about the Settlement. The email address was included in the Notice.

1 8. On or about October 12, 2023, Rust received text for the Notice from Counsel. A
2 draft of the formatted Notice was prepared by Rust and approved by the Parties. Attached as
3 Exhibit A is a copy of the final Notice.

4 9. On or about November 15, 2023, Counsel for the Defendants provided Rust with a
5 mailing list containing Class Member's names, last known addresses, Social Security Numbers
6 and applicable employment information ("Class List"). The Class List contained data for 744
7 potential Class Members.

8 10. The mailing addresses contained in the Class List were processed and updated
9 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
10 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
11 the event that any individual had filed a U.S. Postal Service change of address request, the address
12 listed with the NCOA would be utilized in connection with the mailing of the Notice.

13 11. On December 8, 2023, Notices were mailed to 744 Class Members contained in the
14 Class List via First Class mail. The Notice advised Class Members that they could submit an
15 exclusion, objection and/or dispute postmarked by February 8, 2024.

16 12. Rust performed 203 address traces on Notices returned as undeliverable for the
17 first time as of February 8, 2024. The address trace utilizes the Class Member's name, previous
18 address and Social Security Number for locating a current address. Of the 203 traces performed,
19 181 more current addresses were obtained and Notices were promptly re-mailed to those Class
20 Members via First Class mail. Of the 203 traces performed, Rust did not obtain updated addresses
21 for 22 undeliverable Notices. Of the 181 Notices mailed to a more current address identified from
22 trace, 37 Notices were returned to Rust as undeliverable a second time. As of this date, 59 Notices
23 remain undeliverable.

24 13. As of this date, two (2) Notices were returned by the Post Office with forwarding
25 addresses attached as of February 8, 2024. Rust promptly re-mailed Notices to those Class
26 Members via First Class mail.

27 14. As of this date, Rust received four (4) requests to re-mail the Notice which were
28 promptly re-mailed via First Class mail.

- 1 15. Re-mailed Notices were provided an extended deadline of February 22, 2024.
- 2 16. As of this date, Rust received zero (0) exclusions.
- 3 17. As of this date, Rust received zero (0) objections.
- 4 18. As of this date, zero (0) Class Members challenged the employment information
- 5 provided by the Defendant.
- 6 19. The estimated average settlement payment is \$758.28, and the estimated highest
- 7 settlement payment is \$4,489.16.
- 8 20. The total cost for the administration of this Settlement, including fees incurred and
- 9 future costs for completion of the administration is estimated to be \$18,000.00.
- 10 21. I declare under penalty of perjury that the above is true and correct to the best of
- 11 my knowledge and that this Declaration was executed this 21st day of February 2024, at
- 12 Minneapolis, MN.

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ABIGAIL SCHWARTZ

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PONCE V VENTURE DYNAMICS SETTLEMENT ADMINISTRATOR
C/O RUST CONSULTING INC - 8451
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA - <<SequenceNo>>

<<Name1>>

<<Name2>>

<<Name3>>

<<Name4>>

<<Address1>>

<<Address2>>

<<Address3>>

<<City>> <<State>> <<Zip10>>

<<CountryName>>

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

NOE PONCE CEJA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

VENTURE DYNAMICS ENTERPRISES, INC.
and DOES 1 to 100,

Defendants.

Case No. 37-2022-00004908-CU-OE-CTL

**NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ponce v. Venture Dynamics Enterprises, Inc.

San Diego Superior Court Case No. 37-2022-00004908-CU-OE-CTL

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant, Venture Dynamics Enterprises, Inc. (hereinafter referred to as "Defendant") for alleged wage and hour violations. The Action was filed by Noe Ceja Ponce, a former employee of Defendant. Plaintiff seeks payment for violations of California's Labor Code for a class of all current and former non-exempt hourly employees employed by Defendant Venture Dynamics Enterprises, Inc. and placed at NASSCO, Colannas, and/or Bay City in the State of California between February 7, 2018 and May 31, 2023 (the "Class Period").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$<<EstimatedAward>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<PAGAAward>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked <<ClassWorkWeeks>> workweeks** during the Class Period and **you worked <<PAGAPayPeriods>> pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.

As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. ***You cannot opt-out of the PAGA portion of the proposed Settlement.***

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <<ResponseDeadline>>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <<ResponseDeadline>>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.
You can Participate in the March 15, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on March 15, 2024. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <<ResponseDeadline>>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <<ResponseDeadline>>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all wages, specifically failing to pay proper premium overtime, failing to calculate the regular rate when paying non-discretionary bonuses, and failing to pay work performed off-the-clock; failing to provide meal periods and rest breaks; failing to provide accurate itemized wage statements; failing to pay all wages due at the time of separation; and failing to reimburse business expenses. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Janelle Carney of Janelle Carney – Attorney at Law, APC and Manny Starr and Adam Rose of Frontier Law Center (“Class Counsel.”) Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

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

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

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

1. Defendant Will Pay 1,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

Assuming the Court grants Final Approval, Defendant will pay \$500,000.00 within 15 business days after the Effective Date. The “Effective Date” is the later of (1) the date on which all time limitations for filing an appeal from the Court’s Judgment and Final Order Granting Approval of Class Action Settlement have expired without a notice of appeal having been timely filed (that is, 31 calendar days from entry of final judgment) or (2) if a timely appeal is filed, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of this class action settlement (“First Lump Sum Payment”); and Defendant will pay the final lump sum of \$500,000.00 within six (6) months after the date of the First Lump Sum Payment.

The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Settlement Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ 333,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$18,000.00 to the Administrator for services administering the Settlement.

D. Up to \$40,000.00 for PAGA Penalties, allocated 75% (\$30,000.00) to the LWDA PAGA Payment and 25% (\$10,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) minus any applicable taxes, as set forth in Paragraph 4, below, by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”), 40% interest, and 40% penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms.

Any employer payroll taxes Defendant owes on the Wage Portion shall be paid from the gross settlement fund. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. It will be your responsibility to pay any tax owing on these amounts.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes.

You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<ResponseDeadline>>, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the <<ResponseDeadline>> Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Rust Consulting, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement less employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Venture Dynamics Enterprises, Inc., for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

- A. Settlement Class members who do not timely opt-out will release and discharge the Released Parties from any and all wage and hour claims that were pleaded or could have been pleaded under the Labor Code, or federal, state or local wage and hour laws, including the FLSA, based on the facts alleged in the Third Amended Complaint, including claims for failure to timely pay wages, failure to pay all wages, failure to pay all overtime wages, minimum wage violations, meal period violations, rest period violations, wage statement violations, failure to indemnify all necessary business expenditures, waiting time penalties, statutory penalties, civil penalties under the PAGA, interest, and liquidated damages, and violation of Business & Professions Code section 17200 ("Released Claims"). This release shall run from December 7, 2018 until May 31, 2023.

It is understood and acknowledged that Settlement Class members who were employed by Defendant at any point between January 17, 2021 and May 31, 2023 (the "PAGA Aggrieved Employees") will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the Settlement. PAGA Aggrieved Employees shall be deemed to have released all claims for civil penalties under the PAGA with respect to the underlying wage and hour claims pleaded or which could have been pleaded in the Second Amended Complaint. This release shall run from January 17, 2021 until May 31, 2023.

By signing and cashing their settlement checks, Settlement Class members shall also consent to opt-in to the FLSA collective action, and shall release and waive all claims under the FLSA. The back of each settlement check shall include the following language acknowledging the opt-in and release of FLSA claims: "I understand that by signing and cashing this settlement check, I consent to opt-in to the Fair Labor Standards Act ("FLSA") collective action in the matter titled, NOE PONCE CEJA v. VENTURE DYNAMICS ENTERPRISES, INC., Superior Court of California, County of San Diego, Case No. 37-2022-00004908-CU-OE-CTL, and will release and waive all claims under the FLSA as set forth in the Stipulation of Settlement and Notice of Class Action Settlement."

The effective date of the Released Claims shall be the date on which Defendant fully funds the Maximum Settlement Amount.

- B. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff has agreed to release, as an individual and in addition to the Released Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law, but includes supplemental benefits under California Labor Code sections 132(a) and 4553. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

The Settlement will become final and effective only upon the occurrence of all of the following events: (a) the Court enters an order granting preliminary approval of the Settlement; (b) the Court enters an order granting final approval of the Settlement; (c) any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement, (d) the time for appealing the order of final approval has expired without the filing of an appeal or all appeals have been exhausted and resolved in favor of affirming final approval, and (e) if no objection or motion for intervention is filed prior to Final Approval, then the date the court enters judgment. Should this Settlement Agreement not be finally approved (or if approval is reversed or materially modified on appellate review), this Settlement shall be null and void.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Payment based on the following formula:
- i. PAGA Amount: The \$10,000.00 payable to the Settlement Class members as PAGA civil penalties shall be designated as the "PAGA Amount." Each PAGA Aggrieved Employee who was employed by Defendant at any time between January 17, 2021 to May 31, 2023, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all PAGA Aggrieved Employees between January 17, 2021 to May 31, 2023.
 - ii. Wage Statement Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time between February 7, 2021 to May 31, 2023, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the aforementioned time period compared to the aggregate number of workweeks worked by all participating Settlement Class members during the aforementioned time period.
 - iii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal, pro-rata shares to each participating Settlement Class member who separated their employment from Defendant at any time between February 7, 2019 and May 31, 2023.
 - iv. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
- B. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until <<ResponseDeadline>> to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. (See Section 9 of this Notice for the Administrator's contact information.)

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. Please make sure the administrator has your correct address.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ponce v. Venture Dynamics Enterprises, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<ResponseDeadline>>, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the March 15, 2024 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Enhancement stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Enhancement. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website at: <http://sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>.

A Participating Class Member who disagrees with any aspect of the Agreement, may wish to object. **The deadline for sending written objections to the Administrator is <<ResponseDeadline>>.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Ponce v. Venture Dynamics Enterprises, Inc.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 15, 2024 at 1:30 p.m. in Department C-69 of the San Diego Superior Court, located at 330 W. Broadway, San Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally, or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website <http://sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to request such from the settlement Administrator. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords> and entering the Case Number for the Action, Case No. 37-2022-00004908-CU-OE-CTL. You can also make an appointment to personally review court documents in the Clerk's Office at the San Diego Superior Court – Hall of Justice courthouse by calling (619) 450-7275.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Settlement Administrator:

Ponce v Venture Dynamics Settlement Administrator
c/o Rust Consulting, Inc. - 8451
P.O. Box 2396
Faribault, MN 55021-9096
Email Address: info@venturesettlement.com
Telephone: (866) 208-5048
Fax Number: (248) 733-6418

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On February 22, 2024, I served the foregoing document described as:

DECLARATION OF ABIGAIL SCHWARTZ FOR RUST CONSULTING, INC.

on INTERESTED PARTIES in this action as stated below:

Julie O'Dell
ARMSTRONG TEASDALE
19800 MacArthur Boulevard, Suite 300
Irvine, CA 92612
jodell@atllp.com
jcogdill@atllp.com

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Janelle@JanelleCarneyLaw.com

Executed on February 22, 2024, at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Janelle Carney