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11
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**
15

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

18 Plaintiff,

19 v.

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

21 Defendants.
22
23
24
25
26
27

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

STIPULATION OF SETTLEMENT

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9
10 Attorneys for Plaintiff, Noe Ponce Ceja
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1 TO THE COURT AND ALL ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that this Stipulation of Settlement (“Settlement Agreement”) is
3 reached by and between Plaintiff Noe Ponce Ceja (“Plaintiff” or “Class Representative”),
4 individually and on behalf of all members of the Settlement Class (defined below), on one hand, and
5 Defendant Venture Dynamics Enterprises, Inc. (“Defendant”), on the other hand. Plaintiff and
6 Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are
7 represented by Janelle Carney of Janelle Carney – Attorney at Law, APC and Manny Star and Adam
8 Rose of Frontier Law Center (collectively, “Class Counsel”). Defendant is represented by Julie W.
9 O’Dell of Armstrong Teasdale LLP.
10

11 On February 7, 2022, Plaintiff filed a class action complaint against Defendant in Los
12 Angeles County Superior Court entitled NOE PONCE CEJA v. VENTURE DYNAMICS
13 ENTERPRISES, INC. *and Does 1 through 100*, in the Superior Court of California, County of San
14 Diego, Case No. 37-2022-00004908-CU-OE-CTL. On March 23, 2022, Plaintiff filed the operative
15 First Amended Complaint (the “Action”). The Action alleges: (1) Violation of Business &
16 Professions Code §17200, et seq. (2) Violation of Labor Code §§ 204, 510, 1194, and 1198; (3)
17 Inaccurate Wage Statements in Violation of Labor Code §226; (4) Failure to Provide Meal
18 Periods; (5) Failure to Provide Rest Periods; (6) Work Expenditure Reimbursements; (7) Waiting
19 Time Penalties; (8) Penalties Under PAGA Labor Code §2698, et seq. On June 23, 2022, Defendant
20 removed the Action to the United States District Court, Southern District of California, Case No.
21 3:22-cv-00918-L-AHG (“Federal Court”). On March 22, 2023, following the Parties’ Joint Motion
22 to Remand to State Court, the Federal Court issued an order remanding the Action back to the
23 Superior Court of California, County of San Diego.
24

25 Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually
26
27

1 and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

2 **1. Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and
3 Defendant stipulate to the certification of the following Settlement Class:

4 All current and former non-exempt hourly employees employed by Defendant
5 Venture Dynamics Enterprises, Inc. and placed at NASSCO, Colannas, and/or Bay
6 City in the State of California between February 7, 2018 and May 31, 2023 (the
"Class Period").

7 The Parties agree that certification for purposes of settlement is not an admission that class
8 certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this
9 Settlement Agreement is not approved or is terminated, in whole or in part, this conditional
10 agreement to class certification will be inadmissible and will have no effect in this matter or in any
11 claims brought on the same or similar allegations, and the Parties shall revert to the respective
12 positions they held prior to entering into the Settlement Agreement.

13
14 **2. Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the
15 Settlement Class (except those who opt out pursuant to the procedures detailed below) will release
16 and discharge Defendant and its parents, predecessors, successors, all affiliates, subsidiaries,
17 officers, directors, agents, employees, and stockholders (collectively, the "Released Parties"¹), as
18 follows:
19

20 A. Settlement Class members who do not timely opt-out will release and discharge the
21 Released Parties from any and all wage and hour claims that were pleaded or could
22 have been pleaded under the Labor Code, or federal, state or local wage and hour
23 laws, including the FLSA, based on the facts alleged in the Second Amended
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27 ¹ The Parties agree that the Released Parties do not include NASSCO, Colannas, or Bay City.

1 Complaint, including claims for failure to timely pay wages, failure to pay all
2 overtime wages, minimum wage violations, meal period violations, rest period
3 violations, wage statement violations, failure to indemnify all necessary business
4 expenditures, waiting time penalties, statutory penalties, civil penalties under the
5 PAGA, interest, and liquidated damages, and violation of Business & Professions
6 Code section 17200 (“Released Claims”). This release shall run from December 7,
7 2018 until May 31, 2023.

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

19 By signing and cashing their settlement checks, Settlement Class members shall also
20 consent to opt-in to the FLSA collective action, and shall release and waive all claims
21 under the FLSA. The back of each settlement check shall include the following
22 language acknowledging the opt-in and release of FLSA claims: “I understand that
23 by signing and cashing this settlement check, I consent to opt-in to the Fair Labor
24 Standards Act (“FLSA”) collective action in the matter titled, NOE PONCE CEJA
25 v. VENTURE DYNAMICS ENTERPRISES, INC., Superior Court of California,
26
27

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

1 approval has expired without the filing of an appeal or all appeals have been
2 exhausted and resolved in favor of affirming final approval, and (e) if no objection
3 or motion for intervention is filed prior to Final Approval, then the date the court
4 enters judgment. Should this Settlement Agreement not be finally approved (or if
5 approval is reversed or materially modified on appellate review), this Settlement shall
6 be null and void.
7

8 3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a “Maximum
9 Settlement Amount” of One Million Dollars and Zero Cents (\$1,000,000.00) in full and
10 complete settlement of the Action, as follows:

11 A. The Parties have agreed to engage Rust as the “Settlement Administrator” to
12 administer this Settlement.
13

14 B. The Maximum Settlement Amount shall be deposited with the Settlement
15 Administrator as follows:

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

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;
- (2) All costs of the Settlement Administrator which are anticipated to be no greater than \$18,000.00, which includes all costs related to the Class Notice mailing;
- (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Enhancement Payment in recognition for Plaintiff's contributions to the Action and Plaintiff's service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding and the amounts not approved will be distributed to the class members on a pro rata basis;
- (4) Up to 33.33 (%) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$333,333.33), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding,

1 but Plaintiff's counsel retains the right to appeal any decision on fees and
2 costs;

3 (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Maximum
4 Settlement Amount has been set aside by the Parties as PAGA civil penalties.
5 Per Labor Code § 2699(i), 75% of such penalties, or Thirty Thousand Dollars
6 and Zero Cents (\$30,000.00), will be payable to the Labor & Workforce
7 Development Agency ("LWDA"), and the remaining 25%, or Ten Thousand
8 Dollars and Zero Cents (\$10,000.00), will be payable to the Settlement Class
9 members as the "PAGA Amount," as described below; and
10

11 (6) Employer payroll taxes

12 D. Defendant will not oppose the reasonableness of these requests. Any reduction by
13 the Court of these requests will revert according to the process described below to
14 the Settlement Class members who do not opt-out.
15

16 E. **Plaintiff's Waives the Right to Rescind.** Defendant represents that the Settlement
17 Class includes 947 individuals and no more than 51,364 workweeks as of April 1,
18 2023. Because the Parties have agreed to define the close of the class period to be
19 May 31, 2023, Plaintiff waives the right to rescind the Settlement Agreement. If it
20 is determined that the actual number of workweeks through April 1, 2023 exceed
21 51,364 workweeks by more than ten percent (10%) (i.e., exceeds 5,136.40 or a total
22 of 56,500.40), then the closing of the release period shall be on the date the
23 Settlement Class members reach the ten percent (10%) threshold.
24

25 4. **Payments to the Settlement Class.** Settlement Class members are not required to submit
26 a claim form to receive a payment ("Individual Settlement Payment") from the Settlement.
27

Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Enhancement Payment, the Settlement Administrator's fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

B. 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

1 Wage Statement Amount proportionate to the number of workweeks that he
2 or she worked during the aforementioned time period compared to the
3 aggregate number of workweeks worked by all participating Settlement Class
4 members during the aforementioned time period.

5
6 iii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount
7 shall be designated as the "Waiting Time Amount." The Waiting Time
8 Amount shall be distributed in equal, pro-rata shares to each participating
9 Settlement Class member who separated their employment from Defendant
10 at any time between February 7, 2019 and May 31, 2023.

11 iv. The remainder of the Net Settlement Amount will be distributed to each
12 participating Settlement Class member based on their proportionate number
13 of workweeks worked during the Class Period, by multiplying the
14 remaining Net Settlement Amount by a fraction, the numerator of which is
15 the Settlement Class member's total workweeks worked during the Class
16 Period, and the denominator of which is the total number of workweeks
17 worked by all participating Settlement Class members during the Class
18 Period.
19

20
21 C. The amounts received by the participating Settlement Class members for their
22 Individual Settlement Payments will not be used for purposes of calculating
23 employee benefits, if applicable.

24 D. Within 10 business days following the full funding of the Maximum Settlement
25 Amount with the Settlement Administrator, the Settlement Administrator will
26 calculate each Settlement Class member's Settlement Payment, and will prepare
27

1 and mail the Individual Settlement Payments to the participating Settlement Class
2 members.

3 E. Each Individual Settlement Payment shall be allocated as 20% wages (subject to
4 applicable withholdings), and 40% interest and 40% penalties (not subject to
5 withholdings). The Settlement Administrator will be responsible for issuing to
6 participating Settlement Class members an IRS Form W-2 (for amounts paid as
7 wages) and an IRS Form 1099 (for amounts paid as penalties and interest).

8
9 F. Each member of the Settlement Class who receives an Individual Settlement
10 Payment must cash that check within 180 days from the date the Settlement
11 Administrator mails it. Any funds payable to Settlement Class members whose
12 checks are not cashed within 180 days after mailing shall be distributed to the
13 Controller of the State of California to be held pursuant to the Unclaimed Property
14 Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class
15 member to whom the check was issued, until such time that they claim their
16 property.
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18 G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks,
19 forged signatures on checks, or unauthorized negotiation of checks. Unless
20 responsible by its own acts of omission or commission, the same is true for the
21 Settlement Administrator.
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23 5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total
24 award of attorneys' fees of up to 33.33% of the Maximum Settlement Amount, which is currently
25 estimated to be \$333,333.33. Additionally, Class Counsel will request an award of actual costs and
26 expenses as supported by declaration, in an amount not to exceed \$25,000.00 from the Maximum
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1 Settlement Amount. These amounts will cover any and all work performed and any and all costs
2 incurred in connection with this litigation, including without limitation: all work performed and all
3 costs incurred to date; and all work to be performed and costs to be incurred in connection with
4 obtaining the Court's approval of this Settlement Agreement, including any objections raised and
5 any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by
6 the Settlement Administrator when the Settlement Administrator pays the fee award approved by
7 the Court.
8

9 6. **Class Representative Enhancement Payment.** Defendant will not object to a request for
10 Class Representative Enhancement Payment of \$7,500.00 for Plaintiff's time and risk in
11 prosecuting this case and Plaintiff's service to the Settlement Class, as well as his general release
12 of all claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a
13 Settlement Class member, and shall be reported on an IRS Form 1099 issued by the Settlement
14 Administrator.
15

16 7. **Settlement Administrator.** Defendant will not object the appointment of Rust as
17 Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to
18 \$18,000.00 for the administration services from the Maximum Settlement Amount. The Settlement
19 Administrator shall be responsible for depositing into an account and holding the various payments
20 from Defendant comprising the Maximum Settlement Amount, sending Notice Packets to the
21 Settlement Class members, calculating Individual Settlement Payments and preparing all checks
22 and mailings, and other duties as described in this Settlement Agreement. The Settlement
23 Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after
24 Individual Settlement Payments have been mailed to all participating Settlement Class members.
25 In no event will Defendant pay any additional amount for claims administration expenses, beyond
26
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1 the Maximum Settlement Amount.

2 8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement
3 Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- 4 A. Conditionally certifying the Settlement Class for settlement purposes only;
- 5 B. Appointing Janelle Carney of Janelle Carney – Attorney at Law, APC and Manny
- 6 Star and Adam Rose of Frontier Law Center as Class Counsel;
- 7 C. Appointing Plaintiff Noe Ponce Ceja as Class Representative for the Settlement
- 8 Class;
- 9 D. Approving Rust, as Settlement Administrator;
- 10 E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable,
- 11 and adequate;
- 12 F. Approving the form and content of the Notice Packet (which is comprised of the
- 13 Class Notice and Notice of Settlement Award), and directing the mailing of same;
- 14 and
- 15 G. Scheduling a Final Approval hearing.

16 Defendant's counsel shall have a reasonable opportunity to review Plaintiff's Motion for

17 Preliminary Approval of Class Action Settlement prior to it being filed with the Court.

18 9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be

19 notified as follows:

- 20 A. Within 14 calendar days after the Court signs an order preliminarily approving this
- 21 Agreement, Defendant will provide the Settlement Administrator with the names,
- 22 last known addresses, phone numbers, social security numbers, and workweek
- 23 information for each Settlement Class member during the Class Period.

C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within 5 business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional 14 calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

1 D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of
2 the Settlement must complete and mail a Request for Exclusion (defined below) to
3 the Settlement Administrator within 60 calendar days of the date of the initial
4 mailing of the Notice Packets (the "Response Deadline").

- 5
6 i. The Notice Packet shall state that Settlement Class members who wish to
7 exclude themselves from the Settlement must submit a Request for Exclusion
8 by the Response Deadline. The Request for Exclusion must: (1) contain the
9 name, address, telephone number and the last four digits of the Social
10 Security number of the Settlement Class member; (2) contain a statement that
11 the Settlement Class member wishes to be excluded from the Settlement; (3)
12 be signed by the Settlement Class member; and (4) be postmarked by the
13 Response Deadline and mailed to the Settlement Administrator at the address
14 specified in the Class Notice. If the Request for Exclusion does not contain
15 the information listed in (1)-(3), it will not be deemed valid for exclusion
16 from the Settlement, except a Request for Exclusion not containing a
17 Settlement Class member's telephone number and/or last four digits of the
18 Social Security number will be deemed valid. The date of the postmark on
19 the Request for Exclusion shall be the exclusive means used to determine
20 whether a Request for Exclusion has been timely submitted. Any Settlement
21 Class member who requests to be excluded from the Settlement Class will
22 not be entitled to any recovery under this Settlement Agreement and will not
23 be bound by the terms of the Settlement or have any right to object, appeal or
24 comment thereon.
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iii. Defendant's Right to Rescind. Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement if more than 10% of the putative Settlement Class members validly opt-out of the Settlement. Defendant shall communicate its decision to nullify the Settlement Agreement in writing to the Settlement Administrator and Class Counsel within 14 calendar days of the expiration of the Response Deadline. Should Defendant exercise this right, Defendant shall be solely responsible for all costs incurred by the Settlement Administrator through the date that Defendant communicates its decision to nullify the Settlement Agreement to the Settlement Administrator and Class Counsel.

-17-

1 person or through their own counsel and raise an objection at the Final Approval
2 Hearing.

3 F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to
4 a Settlement Class member shall disclose the amount of the Settlement Class
5 member's estimated Individual Settlement Payment as well as all of the information
6 that was used to calculate the Individual Settlement Payment. Settlement Class
7 members will have the opportunity, should they disagree with Defendant's records
8 regarding the information stated in the Notice of Settlement Award, to provide
9 documentation and/or an explanation to show contrary information. Any such
10 dispute, including any supporting documentation, must be mailed to the Settlement
11 Administrator and postmarked by the Response Deadline. If there is a dispute, the
12 Settlement Administrator will consult with the Parties to determine whether an
13 adjustment is warranted. The Settlement Administrator shall determine the
14 eligibility for, and the amounts of, any Individual Settlement Payment under the
15 terms of this Settlement Agreement. However, if the Settlement Administrator and
16 the Parties cannot agree on a resolution, the Parties will submit the dispute to the
17 Court for a final determination.

18 G. Defendant understands its legal obligation not to retaliate against the Settlement
19 Class members for their participation and/or election to participate in the benefits
20 to be afforded any of them by the Settlement and/or the Action except as
21 hereinbefore stated.

22
23 10. **Final Approval.** Following preliminary approval and the close of the period for filing
24 requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and

Defendant's counsel shall have a reasonable opportunity to review Plaintiff's Motion for Final Approval and [Proposed] Final Judgment prior to them being filed with the Court.

The Parties agree to mutually waive their rights to appeal the Court's final judgment effective upon entry of the Court's Final Judgment.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or damages, or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Court Modification.** Except as otherwise provided herein, if the Court modifies a material term of this Settlement Agreement, the adversely affected party shall, in its sole discretion, have the right to void this Settlement Agreement in its entirety. The Party who wishes to void this Settlement Agreement shall communicate its decision to nullify the Settlement Agreement in writing provided to the Settlement Administrator and the opposing Party's counsel within 14 calendar days of the entry of the Court's order that materially modifies the Settlement Agreement.

14. **Confidentiality.** The Parties and their counsel will keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff shall return or destroy all confidential documents provided to Class Counsel by Defendant, within 30 calendar days after entry of final judgment. Thereafter, Defendant may disclose information only as required under its contractual and legal obligations. Plaintiff and Plaintiff's counsel shall make no public statement or release regarding the Settlement Agreement, including posting information related thereto to their, or third-party's, websites. Plaintiff's Counsel is not prevented from referring to this settlement in any future motions to demonstrate Plaintiff's counsel adequacy.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Janelle Carney
Janelle Carney – Attorney at Law, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709-6025
janelle@janellecarneylaw.com

1 and

2 Manny Star and Adam Rose
3 Frontier Law Center F
4 23901 Calabasas Rd., #2074
5 Calabasas, CA 91302
manny@frontierlawcenter.com
adam@frontierlawcenter.com

6 if to Defendant: Julie W. O'Dell
7 Armstrong Teasdale LLP
8 19800 MacArthur Boulevard, Suite 300
Irvine, CA 92612
jodell@atllp.com

9 **16. Entire Agreement.** This Settlement Agreement contains the entire agreement between
10 the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,
11 presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof
12 relating to the subject matters hereof.
13

14 **17. Counterparts.** This Settlement Agreement may be executed by one or more of the Parties
15 on any number of separate counterparts and delivered electronically, and all of said counterparts
16 taken together shall be deemed to constitute one and the same instrument.

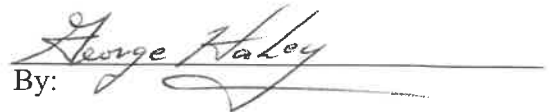
17 **18. Continued Jurisdiction.** The Parties will jointly request that after entry of judgment
18 pursuant to the Settlement, the Court retain jurisdiction pursuant to Rule 3.769 of the California
19 Rules of Court and California Code of Civil Procedure § 664.6, for purposes of addressing: (a)
20 the interpretation and enforcement of the terms of this Settlement; (b) settlement administration
21 matters; and (c) such post-judgment matters as may be appropriate under court rules or as set
22 forth in the Settlement Agreement.
23

24 **19. Construction.** The Parties hereto agree that the terms and conditions of the Settlement are
25 the result of lengthy, intensive arms-length negotiations between the Parties, and the Settlement
26 Agreement shall not be construed in favor of or against any party by reason of the extent to
27 which any Party or their counsel participated in the drafting of the Settlement Agreement.
28

1 **20. Captions and Interpretations.** The captions and paragraph numbers or titles contained
2 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
3 extend or describe the scope of the Settlement Agreement or any provision of it. Each term of
4 the Settlement Agreement is contractual and not merely a recital

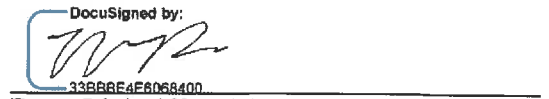
5
6 DATED: 05/10/23

VENTURE DYNAMICS ENTERPRISES, INC.

7
8 By: 

9
10 DATED: 05/01/23 | 4:03 PDT

NOE PONCE CEJA

11
12 
13 By: Plaintiff and Settlement Class
14 Representative

1 **20. Captions and Interpretations.** The captions and paragraph numbers or titles contained
2 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
3 extend or describe the scope of the Settlement Agreement or any provision of it. Each term of
4 the Settlement Agreement is contractual and not merely a recital

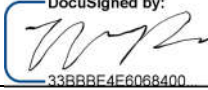
5
6 DATED:

VENTURE DYNAMICS ENTERPRISES, INC.

7
8 By: _____

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10 DATED: 05/01/23 | 4:03 PDT

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12 33BBBF4E6068400

13 By: Plaintiff and Settlement Class
14 Representative

1 **APPROVED AS TO FORM:**

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3 DATED: 5/1/2023

JANELLE CARNEY – ATTORNEY AT LAW,
APC
FRONTIER LAW CENTER

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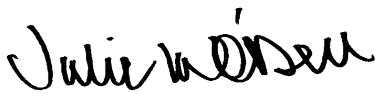
6 By: 
7 An attorney for Plaintiff

8

9 DATED:

ARMSTRONG TEASDALE, LLP

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11 By: 
12 Julie W. O'Dell
13 Attorney for Defendant

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