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16 Attorneys for Plaintiff John Villalobos,
17 individually and on behalf of all others
18 similarly situated and as a representative of
19 aggrieved employees

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **COUNTY OF ORANGE**

22 JOHN VILLALOBOS, individually and on
23 behalf of all others similarly situated,

24 Plaintiff,

25 vs.

26 PEDEGO, INC., a California Corporation, and
27 DOES 1 through 25,

28 Defendants.

Case No. 30-2019-01102461
Assigned to Hon. Peter Wilson
Department CX-102

**ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Date: December 10, 2020
Time: 2:00 p.m.
Place: Department CX-102

Action Filed: October 4, 2019

On December 10, 2020, in Department CX-102 of the above-entitled court, Plaintiff John Villalobos’s Motion for Preliminary Approval of Class Action Settlement came on for hearing. Plaintiff and Defendant Pedego, Inc. appeared by their respective attorneys of record.

The Court, having considered the motion, the Declarations of Aaron Gundzik, the Declaration of the settlement administrator, the Settlement Agreement and Release and First Amendment to Settlement Agreement and Release (“Settlement Agreement”) executed by the parties, as well as the notice of proposed settlement (“Notice of Settlement”) attached as

1 Exhibit “B” to the 12/16/2020 supplemental Gundzik declaration, makes the following
2 findings:

3 1. The parties to this action are Plaintiff John Villalobos (“Plaintiff”) and
4 Defendant Pedego, Inc. (“Defendant”). Plaintiff seeks to represent a class of all current and
5 former non-exempt employees of Defendant in California during the “Class Period,” which
6 is from October 4, 2015 through November 30, 2020.

7 2. After participating in an arms-length mediation, Plaintiff and Defendant have
8 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
9 represent. The terms of the proposed settlement are fully set forth in the Settlement
10 Agreement (included as Exhibit 1 to the 10/19/2020 Declaration of Aaron C. Gundzik in
11 support of Plaintiff’s motion for preliminary approval).

12 3. The terms of the proposed settlement include the following:

13 a. The proposed class consists of all individuals who were employed by
14 Defendant in California as non-exempt employees during the applicable Class Period.

15 b. The Class Period is from October 4, 2015 through November 30,
16 2020.

17 c. In settlement, Defendant will pay the gross amount of \$130,000, plus
18 the employer’s share of withholding taxes, as discussed in the Settlement Agreement. From
19 the gross settlement amount, the parties propose to deduct fees for settlement administration
20 costs not to exceed \$5,500, payment to the Labor and Workforce Development Agency
21 (“LWDA”) of \$3,000 in settlement of claims under the California Labor Code Private
22 Attorneys General Act (“PAGA”) (75% of the \$4,000 allocated to Plaintiff’s PAGA claim),
23 a service and release award to Plaintiff in an amount not to exceed \$10,000, class counsel’s
24 reasonable and actual expenses, not to exceed \$10,000, and class counsel’s attorneys’ fees as
25 approved by the Court, but not to exceed \$43,333.33.

26 d. The amount remaining, after deductions approved by the Court, will
27 be distributed to individual class members who do not opt out of the settlement in accord
28 with the formula specified in the Settlement Agreement.

1 4. The Parties propose that the Notice of Settlement be sent to all class members
2 by regular mail and that class members shall have 45 days to opt out of or object to the
3 settlement.

4 5. The proposed class counsel are experienced, and, in their view, the proposed
5 settlement is fair and reasonable.

6 6. The proposed settlement is fair and reasonable to class members.

7 7. The notice procedure set forth in the Settlement Agreement will adequately
8 notify the class of the settlement and of their right to opt out or object.

9 8. The Settlement Agreement and Notice of Settlement include a proposed
10 release which will bind those class members who do not opt out of the settlement.

11 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

12 1. The motion is granted.

13 2. The class action settlement, as set forth in the Settlement Agreement, is
14 preliminarily approved pursuant to Rules of Court 3.766 and 3.769 as fair, adequate and
15 reasonable.

16 3. The proposed class is provisionally certified as an opt-out class action under
17 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
18 matter, with the class defined as specified above and in the Settlement Agreement.

19 4. Plaintiff John Villalobos is appointed as the class representative for the
20 provisionally certified class for settlement purposes only.

21 5. Aaron C. Gundzik and Daniel Holzman are appointed as class counsel for the
22 provisionally certified class for settlement purposes only.

23 6. Phoenix Settlement Administrators is approved as the Settlement
24 Administrator.

25 7. The Notice of Settlement substantially in the form of Exhibit B to the
26 12/16/2020 supplemental Gundzik declaration is approved and the Settlement
27 Administrator is authorized to send the notice to the provisionally certified class.

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1 8. The Court directs the settlement administrator to mail the Notice of
2 Settlement to the class members as provided for in the Settlement Agreement.

3 9. The Court preliminarily approves of the class release in the Settlement
4 Agreement.

5 10. The Court directs that any and all objections to the settlement be sent to the
6 Settlement Administrator and faxed or postmarked no later than 45 calendar days after the
7 Notice of Settlement is mailed.

8 11. The Court directs that all requests for exclusion must be sent to the
9 Settlement Administrator and faxed or postmarked no later than 45 calendar days after the
10 Notice of Settlement is mailed.

11 12. A final approval hearing on the question of whether the proposed class
12 settlement should be finally approved as fair, reasonable, and adequate as to the members
13 of the proposed settlement class, for approval of class counsel's attorneys' fees and
14 expenses, for approval of the service and release award to the class representative, for
15 approval of the fees of the settlement administrator and for approval of the payment to the
16 LWDA in settlement of all PAGA claims is set for May 13, 2021 at 1:30 p.m. in
17 Department CX-103 of the above-entitled Court.

18 13. The Court orders that the papers in support of the final approval of the
19 settlement and Plaintiff's award of attorneys' fees and costs shall be filed no later than
20 April 21, 2021.

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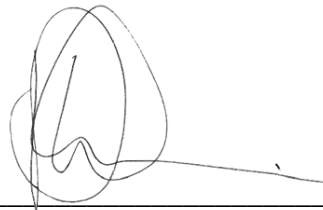
1 14. Based on the terms of the Settlement Agreement, the following sets forth the
2 proposed schedule of events to occur with respect to the effectuation of the settlement:

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Event	Date
Deadline for Defendant to provide Class data to settlement administrator	Within ten days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	Within ten days of receipt of class data from Defendant
Deadline to dispute workdays, opt out of or object to settlement	Within 45 days of mailing or re-mailing of Notice of Settlement

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13 DATED: December 17, 2020



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PETER J. WILSON
JUDGE OF THE SUPERIOR COURT