

**FIRST AMENDMENT TO
SETTLEMENT AGREEMENT AND RELEASE**

This First Amendment to Settlement Agreement and Release is entered into between Plaintiff John Villalobos (“Plaintiff”), individually and on behalf of all others similarly situated, on the one hand, and Defendant Pedego, Inc. (“Defendant”), on the other hand, for the purposes of effectuating limited modifications to the Settlement Agreement and Release entered into on or about October 12, 2020 (“Settlement Agreement”) concerning the binding settlement of the action designated *John Villalobos v. Pedego, Inc., et al.* (Orange County Superior Court Case No. 30-2019-01102461-CU-OE-CXC) (the “Action”).

1. This First Amendment to Settlement Agreement and Release is permitted by Section V.K of the Settlement Agreement, which provides:

K. Modifications to this Agreement. Other than as specified above, this Agreement cannot be amended or modified except by a writing executed by all of the Parties or their counsel which expresses, by its terms, an intention to modify this Agreement, and which is approved by the Court.

2. Section I.G is amended to read:

G. “Class Period”

The period from October 4, 2015 to and including November 30, 2020.

3. Section I.U is amended to read:

U. “Notice”

The Notice(s) of Class Action Settlement which describe the procedure and time period to opt out of or object to the settlement documented by this Agreement, and the date set for the Final Approval Hearing (substantially in the form attached hereto as Exhibit A), which includes a Request for Exclusion form Settlement Class Members will be required to use to opt out of the settlement documented by this Agreement. The Notice shall be translated into Spanish, and English and Spanish language versions of the Notice shall be sent to all Settlement Class Members.

4. Section III.E is amended read:

E. Allocation of the Net Settlement Amount to Settlement Class Members.

The Net Settlement Amount shall be divided among all Participating Settlement Class Members and distributed to Participating Settlement Class Members based on their number of Workweeks worked during the Class Period. Specifically, the Individual Settlement Payment that each Participating Settlement Class Member is entitled to receive under this Agreement will be determined by dividing the Net Settlement Amount by the total number of Workweeks worked by Settlement Class Members during the Class Period to produce the “standard workweek rate.” Each Participating Settlement Class Member shall then receive an Individual Settlement Payment equal to the number of Workweeks that the Participating Settlement Class Member worked during the Class Period multiplied by the standard workweek rate, subject to any applicable taxes and withholdings.

The Notices sent to individual Settlement Class Members will provide an estimate of each Settlement Class Member’s Individual Settlement Payment that is based on the assumption that all Settlement Class Members participate in the settlement documented by this Agreement and that all deductions from the Gross Settlement Amount as set forth in this Agreement are fully approved by the Court. In the event that all Settlement Class Members do not participate in the settlement documented by this Agreement or the Court does not approve all requested deductions from the Gross Settlement Amount, such that the Net Settlement Amount differs from the amount used to estimate Individual Settlement Payments, Individual Settlement Payments will be recalculated for final distribution pursuant to the formula discussed immediately above.

5. Section IV.C.1 and IV.C.2 are amended to read:

C. Objection, Dispute and Exclusion Process.

1. Any Settlement Class Member, except Named Plaintiff, may object to the settlement documented by this Agreement or dispute the data used to calculate their Individual Settlement Payment. Any such dispute or objection must be written and must be mailed or faxed to the Settlement Administrator no later than the Notice Response Deadline.

The date of the postmark on the return envelope or date of facsimile transmission, as applicable, shall be the exclusive means used to determine whether a Settlement Class Member's objection or dispute as to the calculation or application of the formula for determining their Individual Settlement Payment is "timely."

Any written objection to the settlement documented by this Agreement must state with particularity the basis on which any objections are asserted and must state the Settlement Class Member's full name, address, last four digits of their Social Security Number and the dates of their employment by Defendant. Any objections received prior to the filing of Plaintiff's motion for final approval of the settlement documented by this Agreement will be filed by Plaintiff along with such motion and Plaintiff's motion may include any responses to such objections. Any objections received on or after the filing of the motion for final approval will be filed with the Court by Plaintiff, along with the parties' response(s) thereto, at least ten calendar days prior to the Final Approval Hearing.

To the extent that there is a dispute as to the data used to calculate a Settlement Class Member's Individual Settlement Payment, the Settlement Administrator shall resolve the disagreement with the Settlement Class Member using the employee records provided by Defendant and the Settlement Class Member. Any such written dispute by a Settlement Class Member must specifically explain the Settlement Class Member's disagreement, and must include the Settlement Class Member's full name, address, telephone number, last four digits of their Social Security Number and dates of employment by Defendant, and shall be signed and dated by the Settlement Class Member. In assessing any Settlement Class Member disputes, the Settlement Administrator will give due consideration to any documents provided by the Settlement Class Member and Defendant. The Settlement Administrator's decisions as to dates of employment and claim amounts will be final, subject to final review by the Court.

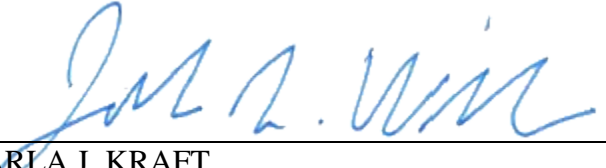
2. Settlement Class Members, except Named Plaintiff, may opt out of the settlement documented by this Agreement by mailing or faxing the completed Request for Exclusion form that is included with each Settlement Class Member's Notice, which form Settlement Class

Members are required to use to opt out of the settlement documented by this Agreement. The request for exclusion from participating in the settlement documented by this Agreement must be postmarked or, if sent by fax, received, no later than the Notice Response Deadline, and must also set forth the particular Settlement Class Member's name, address, telephone number and last four digits of their Social Security Number, and also be signed and dated by the Settlement Class Member. Any Settlement Class Member, except Named Plaintiff, who submits a valid and timely request for exclusion from participating in the settlement documented by this Agreement shall no longer be a member of the Settlement Class, shall be barred from participating in the settlement documented by this Agreement, shall be barred from objecting to the settlement documented by this Agreement, shall be barred from receiving an Individual Settlement Payment, and shall receive no benefit from the settlement documented by this Agreement. However, Settlement Class Members shall be permitted to rescind their request for exclusion from participating in the settlement documented by this Agreement in writing by submitting a written rescission statement to the Settlement Administrator no later than one (1) business day before the Final Approval Hearing by either fax or U.S. Mail, orally at the Final Approval Hearing, or as otherwise ordered by the Court. If the rescission statement is in writing, it must include the particular Settlement Class Member's name, address, telephone number and last four digits of their Social Security Number and be signed and dated by the Settlement Class Member. Settlement Class Members will be advised in the Notice of Settlement to contact the Settlement Administrator if they wish to rescind a request for exclusion. The Settlement Administrator will be directed to advise Settlement Class Members to follow the forgoing procedure to effectuate a rescission. Any Settlement Class Member who does not timely and validly submit a request for exclusion from participating in the settlement documented by this Agreement will automatically become a Participating Settlement Class Member and be bound by all terms and conditions of this Agreement, including its release of claims, if the Agreement is approved by the Court, and be bound by the Final Judgment, regardless of whether he or she has objected to this Agreement.

6. All other provisions of the Settlement Agreement not inconsistent with the forgoing shall remain unchanged. In the case of any inconsistency, this Amendment shall govern.

DATED: December 3, 2020

STRADLING YOCCA CARLSON & RAUTH

By: 

KARLA J. KRAFT
JOHN WICKER
Attorneys for Defendant Pedego, Inc.

DATED: December 3, 2020

GUNDZIK GUNDZIK HEEGER LLP

By: 

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REBECCA GUNDZIK
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