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on behalf of all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ORANGE**

14 JOHN VILLALOBOS, individually and on
15 behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 PEDEGO, INC., a California Corporation, and
19 DOES 1 through 25,

20 Defendants.

Case No. 30-2019-01102461
Assigned to Hon. Kirk Nakamura
Department CX-103

~~PROPOSED~~ JUDGMENT

Date: June 17, 2021
Time: 2:00 p.m.
Place: Department CX-103

Action Filed: October 4, 2019

21 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

22 1. Judgment is entered in favor of Plaintiff John Villalobos and the Class he
23 represents ("Plaintiff") and against Defendant Pedego, Inc. ("Pedego" or "Defendant") in the
24 amount of \$130,000 plus the Employer's Withholding Share, which are to be distributed as
25 set forth the Order Granting Final Approval of Class Action Settlement.

26 2. The Class in this action is defined as: all individuals who were employed by
27 Defendant in California as non-exempt employees during the applicable Class Period, which
28 is from October 4, 2015 through November 30, 2020.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 15 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____ DEPUTY

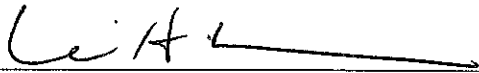
1 3. The following class member has opted out of the Settlement: Robert Bill.
2 Because they properly excluded themselves from the settlement they are not bound by this
3 Judgment. All other members of the Settlement Class will participate in the settlement and
4 are bound by the judgment.

5 4. Upon Defendant's payment of the Gross Settlement Amount of \$130,000 and
6 the Employer's Withholding Share, all Settlement Class Members, with the exception of
7 Robert Bill are deemed to have released Defendant Pedego, Inc., and each of its present,
8 former, and future parent, subsidiary, and/or affiliate entities, and each of their predecessors,
9 successors, and assigns, and each of their respective past and present members,
10 shareholders, partners, directors, officers, employees, attorneys, insurers, servants,
11 representatives and agents, and as to any individual their marital community, community
12 property, trustees, executors, heirs, guardians and registered representatives from the claims
13 asserted in this action, as amended, as well as any and all claims, obligations, demands,
14 rights, liabilities, complaints, charges, penalties, fines, wages, liquidated damages, losses,
15 restitutionary amounts, interest and/or causes of action of every nature and description
16 whatsoever, known or unknown, suspected or unsuspected, whether in tort, contract or for
17 violation of any state or federal statute, rule or regulation, based on, arising from or related
18 to the facts or claims asserted in the Action, as amended, or that could have been asserted in
19 the Action based on the facts set forth in the Action, including, but not limited to, (1) failure
20 to provide meal and rest breaks in violation of Labor Code sections 226.7, 512(a) and 1198,
21 *et seq.*, (2) failure to provide accurate itemized wage statements in violation of Labor Code
22 section 226, (3) failure to pay unpaid wages at time of discharge in violation of Labor
23 Code sections 201, 202 and 203, (4) unfair competition in violation of Business and
24 Professions Code section 17200 *et seq.*, and (5) violation of Private Attorneys General Act
25 of 2004, California Labor Code section 2698, *et seq.*

26 5. Posting of the Final Judgment on the static website created by the Settlement
27 Administrator shall constitute notice of judgment to Settlement Class Members, as required
28 by California Rule of Court, Rule 3.771(b).

1 6. Without affecting the finality of this Judgment, the Court retains exclusive
2 and continuing jurisdiction over the litigation for purposes of supervising, implementing,
3 interpreting and enforcing the terms of its Order granting Final Approval of the Settlement
4 Agreement, and in order to conduct further hearing(s) on certification of distribution
5 procedures.

6 Dated: 2/15/21



Hon. Kirk H. Nakamura

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On June 17, 2021, I served the following document described as

[PROPOSED] JUDGMENT

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

<p>() BY MAIL</p> <p>I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION</p> <p>I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY</p> <p>Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION</p> <p>I caused the above-described document to be electronically served to the email addresses listed on the Service List attached hereto.</p>

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on June 17, 2021, at Sherman Oaks, California.



Nicole Salazar

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