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and on behalf of all others similarly situated

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

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

Plaintiff,

vs.

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

Defendants.

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

**~~PROPOSED~~ AMENDED ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

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

Action Filed: October 4, 2019

The Court, having considered Plaintiff's motion for final approval of the settlement of this matter pursuant to the Stipulation of Class Action Settlement and First Amendment to Stipulation of Class Action Settlement (collectively, the "Settlement Agreement" or "Stipulation"), having granted preliminary approval on December 17, 2020, having directed that notice be given to all Class Members of preliminary approval of the Stipulation of Class Action Settlement and the final approval hearing and the right to be excluded from or object to the settlement, having read and considered all of the papers filed by the parties, and

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUL 15 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

1 having received no objections to the settlement, and good cause appearing therefor, IT IS
2 HEREBY ORDERED, ADJUDGED AND DECREED THAT:

3 1. The Motion for Final Approval of the settlement is granted;

4 2. The parties to this action are Plaintiff John Villalobos and Defendant Pedego,
5 Inc. ("Pedego" or "Defendant").

6 3. After participating in an arms' length mediation, Plaintiff and Defendant have
7 agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
8 represent. The terms of the proposed settlement are fully set forth in the Settlement
9 Agreement attached as Exhibits 1 and 2 to the Declaration of Aaron Gundzik in Support of
10 Motion for Final Approval of Class Action Settlement. See Register of Action No. 141.

11 4. This Court has jurisdiction over the subject matter of this action (the
12 "Action") and over all parties to the Action, including the Plaintiff and the Class Members.

13 5. The terms used in this Order have the meaning assigned to them in the
14 parties' Settlement Agreement.

15 6. The Court finds that the Settlement Class consists of all individuals who were
16 employed by Defendant in California as non-exempt employees during the applicable Class
17 Period.

18 7. The following person has effectively excluded himself from the Settlement
19 Class and the settlement: Robert Bill.

20 8. The Class Period is from October 4, 2015 through November 30, 2020.

21 9. In settlement, Defendant will pay the gross amount of \$130,000, plus the
22 employer's share of all required payroll tax deductions. From this gross amount, the parties
23 propose to deduct \$5,500 in fees to be paid to the Settlement Administrator, a Service and
24 Release Award to the Representative Plaintiff in the amount of \$10,000, payment to the
25 Labor and Workforce Development Agency ("LWDA") of \$3,000 in settlement of claims
26 under the California Labor Code Private Attorneys General Act ("PAGA"), Class Counsel's
27 costs of \$7,453.57, and Class Counsel's attorneys' fees of \$43,333.33.

1 10. The amount remaining, after deductions approved by the Court, will be
2 distributed to Participating Settlement Class Members based on the number of Workweeks
3 (as defined in the Settlement Agreement) each Settlement Class Member worked for
4 Defendant during the Class Period.

5 11. All members of the Settlement Class, except Robert Bill will receive a
6 settlement payment and be bound by the releases and Judgment.

7 12. Upon the receipt by the Settlement Administrator, Phoenix Settlement
8 Administrators, of the gross settlement amount of \$130,000, plus the employer's share of
9 withholding tax, from Defendant, each and every Released Claim of each Participating
10 Settlement Class Member, is and shall be deemed to be released as against the Released
11 Parties, as those terms are defined in the Settlement Agreement.

12 13. Neither the settlement, nor any of the terms set forth in the Settlement
13 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
14 liability to the Representative Plaintiff or any Settlement Class Member, nor does this Final
15 Approval Order constitute a finding by the Court of the validity of any of the claims alleged
16 in the Action, or of any liability of Defendant or any of the other Released Parties.

17 14. The Court finds that the Notice of Proposed Class Action Settlement ("Notice
18 of Settlement") has been mailed to all Settlement Class Members as previously ordered by
19 the Court, and that such Notice of Settlement fairly and adequately described the terms of
20 the proposed Settlement Agreement, the manner in which the Settlement Class Members
21 could object to or participate in the settlement, and the manner in which Settlement Class
22 Members could opt out of the Class, was the best notice practicable under the circumstances,
23 was valid and sufficient notice to all Settlement Class Members, and complied fully with
24 Civil Code §1781(e), Rule of Court 3.769, due process and all other applicable laws. A
25 copy of the Notice of Settlement is attached hereto as Exhibit A. The Court further finds that
26 a full and fair opportunity has been afforded to Settlement Class Members to participate in
27 the proceedings convened to determine whether the proposed Settlement Agreement should
28 be given final approval.

1 15. The Court finally approves of the distribution of the Net Settlement Amount
2 to the Participating Settlement Class Members. The gross amount paid to each Participating
3 Settlement Class Member will be based on the number of Workweeks (as defined in the
4 Settlement Agreement) each Participating Settlement Class member worked for Defendant
5 during the Class Period.

6 16. The Court finds that the Settlement Agreement is fair, reasonable and
7 adequate as to the Settlement Class, the named Plaintiff and Defendant, and is the product of
8 good faith, arms' length negotiations between the parties, and further, that the Settlement
9 Agreement is consistent with public policy, and fully complies with all applicable provisions
10 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
11 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
12 \$130,000 ("Gross Settlement Amount") as follows:

13 a. The Court approves of the payment of Settlement Administration
14 Costs of \$5,500 to Phoenix Settlement Administrators;

15 b. The Court approves of a Service and Release Award in the amount of
16 \$5,000 to Representative Plaintiff John Villalobos, as compensation for his time and efforts
17 in pursuing this Action and for the expanded release he is providing;

18 c. The Court approves of Class Counsel's Attorneys' Fees request of
19 \$43,333.33, which is one-third of the Gross Settlement Amount, finding that it is reasonable
20 in light of the benefit provided to the Class;

21 d. The Court approves of Class Counsel's request for reimbursement of
22 litigation costs and expenses in the amount of \$7,453.57;

23 e. The Court approves of the allocation of \$4,000 to settle Plaintiff's
24 PAGA claims and approves of the distribution of \$3,000, which is 75% of \$4,000 to the
25 LWDA, with the remaining \$1,000 of this allocated amount to be included in the Net
26 Settlement Amount and distributed to the Participating Settlement Class.

27 f. The Court approves of payment of the remainder of the Gross
28 Settlement Amount (the "Net Settlement Amount"), approximately \$65,713.10, to the

1 Participating Settlement Class Members, pursuant to the terms of the Settlement Agreement,
2 and that all settlement payments shall be deemed 33.3% wages, 33.4% penalties and 33.3%
3 interest, the latter two categories to be reported via an IRS Form 1099.

4 g. If a Participating Settlement Class Member's settlement check(s) is
5 not cashed within 180 days of issuance, it shall be voided and the funds from all such
6 uncashed checks shall be remitted to the California State Controller as unclaimed property.
7 Such disposition results in no "unpaid residue" under California Code of Civil Procedure
8 section 384 because the entire Net Settlement Amount will be paid out to Participating
9 Settlement Class Members. Therefore, Defendant will not be required to pay any interest on
10 funds from uncashed settlement checks.

11 17. The Court approves of the following implementation schedule for further
12 proceedings:

- 13 • Settlement Effective Date: Since there has been no objection to the
14 settlement, pursuant to Section I(L) of the Settlement Agreement, the
15 Effective Date is 21 days following the Court's entry of Order of Final
16 Approval of Class Action Settlement and Judgment.
- 17 • Pursuant to Paragraph III(A), the deadline for Defendant to deliver the Gross
18 Settlement Amount of \$130,000 and the Employer's Withholding Share to
19 the Settlement Administrator is 14 calendar days from the Effective Date.
- 20 • Payments to Class Members, Class Representative, Class Counsel, the
21 LWDA and the Settlement Administrator shall all be made within ten (10)
22 days of Defendant's deposit of the Gross Settlement Amount with the
23 Settlement Administrator.

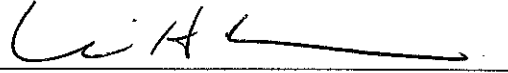
24 18. Posting of the Final Judgment on the static website created by the Settlement
25 Administrator shall constitute notice of judgment to Settlement Class Members, as required
26 by California Rule of Court, Rule 3.771(b).

27 19. A final accounting hearing is set for February 10, 2022, at 2:00 p.m. in
28 Department CX-103. Counsel shall submit a final report 14 calendar days prior to that

1 hearing. The final report must include all information necessary for the Court to determine
2 the total amount actually paid to class members and any amounts tendered to the State
3 Controller's Office under Unclaimed Property Law.

4
5 Dated: _____

1/15/21



Hon. Kirk H. Nakamura

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

I. WHY IT IS IMPORTANT TO READ THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. YOU MAY BE ENTITLED TO MONETARY COMPENSATION FROM THIS SETTLEMENT.

You are being sent this Notice of Class Action Settlement ("Notice") because records indicate that you were employed by Pedego, Inc. ("Pedego" or "Defendant") as a non-exempt employee in the State of California at any time from October 4, 2015 to November 30, 2020. This Notice relates to a proposed settlement of putative class action litigation ("Settlement") brought against Defendant by plaintiff John Villalobos ("Plaintiff") in the California State Court for the County of Orange, titled *John Villalobos, individually and on behalf of all others similarly situated, vs. Pedego, Inc., a California Corporation, and DOES 1 through 25*, Case No. 30-2019-01102461-CU-OE-CXC (the "Action"). Where appropriate, Plaintiff and Defendant will hereafter be collectively referred to as the "Parties."

This Notice contains important information about your right to a settlement payment or to be excluded from the Settlement according to the procedures described below.

II. WHAT THIS LITIGATION IS ABOUT

On or about October 4, 2019, Plaintiff filed a proposed class action against Defendant. In the Action, Plaintiff contends that Pedego violated California law by failing to provide employees with legally compliant meal and rest breaks. Based on these allegations, Plaintiff's First Amended Complaint alleges claims for: (1) failure to provide meal and rest breaks in violation of Labor Code Sections 226.7, 512(a) and 1198, *et seq.*, (2) unfair competition in violation of Business and Professions Code section 17200 *et seq.*; and (3) violation of Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (the "PAGA"). Further, prior to the settlement, Plaintiff had indicated an intention to amend his complaint to add additional claims for (i) failure to provide accurate itemized wage statements in violation of Labor Code section 226, and (ii) failure to pay unpaid wages at time of discharge in violation of Labor Code sections 201, 202 and 203.

Defendant vigorously denies the allegations in the Action and contends that it has acted in compliance with the law at all times. There has been no finding of any wrongdoing or liability by Defendant. Defendant wishes to settle the Action to avoid costly, disruptive, and time-consuming litigation.

Plaintiff and Defendant have now reached a class-wide Settlement. Accordingly, the Parties have entered into a Settlement Agreement and Release to settle the Action, which the Court preliminarily approved on December 17, 2020 (the Court also entered an Amended Preliminary Approval Order on January 8, 2021).

The Parties and their respective counsel recognize the inherent risk and expense of continued proceedings necessary to continue litigation of the Action and believe the Settlement is a fair, adequate, and reasonable settlement, and is in the best interest of all Class Members.

III. SUMMARY OF THE SETTLEMENT TERMS

The Parties have agreed to settle the Action in exchange for Defendant's payment of One Hundred and Thirty Thousand Dollars (\$130,000.00) ("Gross Settlement Amount").

The Parties propose that the following amounts will be deducted from the Gross Settlement Amount, with the remaining sum paid to class members:

- (a) attorneys' fees to Class Counsel in a total amount not to exceed Forty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33) (one-third of the Gross Settlement Amount);
- (b) Class Counsel's expenses in a total amount not to exceed Ten Thousand Dollars (\$10,000.00);
- (c) A service and release award to the named Plaintiff and class representative, John Villalobos, in a total amount not to exceed Ten Thousand Dollars (\$10,000.00);
- (d) Settlement administration fees and expenses, in a total amount not to exceed Five Thousand Five

NOTICE OF CLASS ACTION SETTLEMENT

Hundred Dollars (\$5,500.00); and

(e) Payment to the California Labor and Workforce Development Agency ("LWDA") in the total amount of Three Thousand Dollars (\$3,000.00) as the LWDA's share of the settlement of the PAGA penalties.

The amount remaining from the Gross Settlement Amount after the above listed deductions is called the Net Settlement Amount. This sum will be distributed to all class members who do not opt out of the Settlement ("Participating Class Members") based upon the number of weeks that each class member was employed by Pedego, including any leaves or furloughs, during the Class Period, which is from October 4, 2015 to November 30, 2020. These settlement payments to each Participating Class Member are called "Individual Settlement Payments."

The Individual Settlement Payments are subject to applicable employee tax withholdings. Phoenix Settlement Administrators (the "Settlement Administrator") will mail Individual Settlement Payments to each Participating Class Member only if the Court grants final approval of the settlement.

Distribution and Calculation of Individual Settlement Payments. The Net Settlement Amount shall be divided among all Participating Class Members and distributed to them based on the number of weeks that the Participating Class Member worked for Defendant during the Class Period. The maximum settlement payment that each Participating Class Member is entitled to receive is determined by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members during the Class Period and multiplying that amount by the number of workweeks that the Participating Class Member worked during the Class Period.

Your Estimated Individual Settlement Payment. According to Defendant's records, you have worked a total of _____ weeks for Defendant during the Class Period. Based on your number of workweeks and applying the formula above, it is estimated that you may receive an Individual Settlement Payment of approximately \$_____, less applicable taxes and withholdings, if you do not exclude yourself from the Settlement. This amount may increase or decrease based on various factors, including the number of Class Members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, service and release award to Plaintiff, payment to the LWDA, and disputes by other Class Members regarding their qualifying workweeks. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

Each Individual Settlement Payment will be allocated thirty-three point three percent (33.3%) to wages, thirty-three point four percent (33.4%) to penalties, and thirty-three point three percent (33.3%) to interest. The wage portion of each Individual Settlement Payment will be subject to applicable withholdings. IRS Forms W-2, 1099 and 1099 INT will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the Individual Settlement Payments that Participating Class Members receive under the Settlement. Participating Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement, and Participating Class Members are responsible for remitting to all relevant taxing authorities all applicable taxes that may be owed on the payments they receive under the Settlement.

Checks made payable to Participating Class Members shall remain negotiable for one hundred eighty (180) days from the date of issuance. If an individual settlement check remains uncashed 180 days after the date of issuance, the check shall be sent to the California state Controller as unclaimed property, for the benefit of the Participating Class Member to whom the Individual Settlement Payment check is addressed.

If you disagree with number of Workweeks Assigned to You In the Above Paragraph: Any Participating Class Member who disagrees with the data used to calculate their Individual Settlement Payment as reflected in this Notice may explain such disagreement in writing. Such written dispute must specifically describe your dispute and include your full name, address, telephone number, last four digits of your Social Security Number, dates of employment by Defendant and any documents supporting your position. You must also sign and date your written explanation and mail or fax it to the Settlement Administrator no later than **March 5, 2021** using the following facsimile number or address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

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The date of the postmark on the return envelope if the written dispute is mailed, and the date of facsimile if the written dispute is faxed, shall be the exclusive means used to determine whether a Participating Class Member's dispute is "timely."

The Settlement Administrator shall resolve the disagreement with the Participating Class Member giving due consideration to any records submitted by the employee and by Pedego. However, at the final approval hearing, the Court will review all information provided to the Settlement Administrator by Participating Class Members and by Pedego and issue a final decision concerning any such disagreements.

IV. YOUR OPTIONS UNDER THE SETTLEMENT

Option 1—Do Nothing.

If the Court grants final approval of the Settlement, and you have not opted out of the Settlement, you will be mailed a check for your Individual Settlement Payment, minus applicable withholdings, by the Settlement Administrator. You will be bound by the Releases set forth in the Settlement (as defined below) and all other terms of the Settlement.

Option 2—Opt Out of the Settlement.

If you opt out of the Settlement, you will NOT receive any Individual Settlement Payment.

If you do not wish to participate in the Settlement, you may exclude yourself from participating by completing and mailing or faxing the enclosed Request for Exclusion form to the Settlement Administrator at the address or fax number listed below.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

REMEMBER, YOU SHOULD ONLY SEND IN THE REQUEST FOR EXCLUSION FORM IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT.

The completed Request for Exclusion form must be faxed or postmarked no later than March 5, 2021. If your Request for Exclusion form is not faxed or postmarked by March 5, 2021, it will be rejected and you will be included in the Settlement as a Participating Class Member and bound by the Releases and all other terms of the Settlement, and will receive the appropriate Individual Settlement Payment.

Additionally, Class Members shall be permitted to rescind their Request for Exclusion. To do so, Class Members must complete the enclosed Opt-Out Rescission Form and submit it to the Settlement Administrator no later than May 12, 2021. Or a Class Member may attend the final approval hearing and orally advise the Court at the hearing of their desire to rescind their request for exclusion. Please note that the final approval hearing may be continued without further notice. You can confirm the date of the final approval hearing by contacting the Settlement Administrator.

Option 3—Submit an Objection and Remain a Participating Class Member.

If you wish to object to the Settlement, you may submit an objection with the Settlement Administrator stating why you object to the Settlement no later than March 5, 2021. Your objection must be in writing, must include your name, address, telephone number, dates of employment with Defendant and last four digits of your Social Security number, and must state with particularity the basis on which any objections are asserted. The objection must either be faxed or mailed by First Class U.S. Mail to the Settlement Administrator at the following facsimile number or address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

Late objections will not be considered. Class Members who fail to make an objection in the manner set forth herein shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

NOTICE OF CLASS ACTION SETTLEMENT

By filing an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above in Option 2. Please note that you cannot both object to the Settlement and exclude yourself.

V. THE BINDING EFFECT OF THE SETTLEMENT

By not opting out and by continuing to be part of this case and Settlement, you are agreeing to release and discharge Defendant Pedego, Inc., and each of its present, former, and future parent, subsidiary, and/or affiliate entities, and each of their predecessors, successors, and assigns, and each of their respective past and present members, shareholders, partners, directors, officers, employees, attorneys, insurers, servants, representatives and agents, and as to any individual their marital community, community property, trustees, executors, heirs, guardians and registered representatives ("Released Parties"), from the claims asserted in the Action, as amended, as well as any and all claims, obligations, demands, rights, liabilities, complaints, charges, penalties, fines, wages, liquidated damages, losses, restitutionary amounts, interest and/or causes of action of every nature and description whatsoever, known or unknown, suspected or unsuspected, whether in tort, contract or for violation of any state or federal statute, rule or regulation, based on, arising from or related to the facts or claims asserted in the Action, as amended, or that could have been asserted in the Action based on the facts set forth in the Action, including, but not limited to, (1) failure to provide meal and rest breaks in violation of Labor Code sections 226.7, 512(a) and 1198, *et seq.*, (2) failure to provide accurate itemized wage statements in violation of Labor Code section 226, (3) failure to pay unpaid wages at time of discharge in violation of Labor Code sections 201, 202 and 203, (4) unfair competition in violation of Business and Professions Code section 17200 *et seq.*, and (5) violation of Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, for the period of time beginning October 4, 2015 through and including November 30, 2020 (the "Released Claims").

The Released Claims expressly include a waiver and relinquishment by you of any and all claims, rights or benefits you may have under California Civil Code § 1542 as to the Released Claims only, which provides as follows:

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.

You expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist, as to the Released Claims.

In addition, each Participating Class Member forever agrees that they shall neither request nor accept compensation, back pay, liquidated damages, punitive damages, penalties of any nature, attorneys' fees or costs, interest, or any other relief from any other suit, class, representative or collective action, administrative claim or other claim of any sort or nature whatsoever from or against the Released Parties, for any period from October 4, 2015 to November 30, 2020, relating to the Released Claims. Participating Class Members agree not to sue or otherwise make a Released Claim against any of the Released Parties.

VI. THE FINAL APPROVAL HEARING

The Court will hold a hearing on May 13, 2021 to consider whether to give final approval to the Settlement, and to consider Class Counsel's request for attorney's fees and costs, Plaintiff's request for a service and release award and the Settlement Administrator's request for administration fees. The Final Approval Hearing will take place on May 13, 2021 at 1:30 p.m. in Department CX 103 of the Orange County Superior Court, which is located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

Any Class Member may attend the hearing. However, the date and time of the hearing may change without further notice. If you wish to attend the Final Approval hearing, you should contact the Settlement Administrator to confirm the date, time and place of the hearing.

NOTICE OF CLASS ACTION SETTLEMENT

VII. ADDITIONAL INFORMATION

This Notice of Class Action Settlement is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings, the Settlement Agreement and Release, and other papers filed in the Action, which may be inspected at the Orange County Superior Court – Civil Complex Center, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Due to the current pandemic, you must make an appointment in order to enter the court and view any files. You can make an appointment at this link: <https://www.occourts.org/media-relations/CivilAppointments.html>.

Or, you can access the court file online at <http://www.occourts.org/online-services/case-access/>. From that page, click on the "Access Now" button next to "Civil Case & Document Access." On the page that loads next, click "Accept Terms." The next page will ask for the Case Number. Insert "01102461" in the "Case Number" box. Click the "I am not a Robot" box and then click "Search." On the next page click on "Register of Actions," which will provide a list of all court filings to date in this case. To obtain any of the listed filings, click the box next to the name of the filing in the column labeled "Select." Next, click on "Cart" and then "Checkout."

Additionally, the Settlement Administrator has setup a static website where the Settlement Agreement and Release and the Court's Amended Order Granting Preliminary Approval of Class Action Settlement have been posted and are available for review, and where the Court's final judgment will be posted and available for review once it has been entered by the Court, which can be accessed here www.phoenixclassaction.com/villalobos-v-pedego.

To the extent there are any conflicts between this Notice and the terms of the Settlement Agreement and Release, the terms of the Settlement Agreement and Release will govern.

Please do not call or contact the court for information about the Settlement. If you have any questions about the Settlement, you may contact the Settlement Administrator or Class Counsel at the following addresses or numbers:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Phone: (800) 523-5773
Fax: (949) 209-2503
Email: notice@phoenixclassaction.com

GUNDZIK GUNDZIK HEEGER LLP
Aaron C. Gundzik (State Bar No. 132137)
Rebecca G. Gundzik (State Bar No. 138446)
14011 Ventura Blvd., Suite 206E
Sherman Oaks, California 91423
Telephone: (818) 290-7461
Facsimile: (818) 918-2316

CASKEY & HOLZMAN
Marshall A. Caskey (State Bar No. 65410)
Daniel M. Holzman (State Bar No. 176663)
N. Cory Barari (State Bar No. 295306)
24025 Park Sorrento, Suite 400
Calabasas, California 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Questions? Contact the Settlement Administrator toll-free at 1-800-523-5773 or notice@phoenixclassaction.com

Villalobos v. Pedego, Inc., Case No. 30-2019-01102461-CU-OE-CXC

EXHIBIT TO NOTICE OF CLASS ACTION SETTLEMENT
OPT-OUT RESCISSION FORM

Attn: Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone Number: (800) 523-5773
Fax: (949) 209-2503

Your Name: _____
Your Telephone Number: _____

Your Address: _____
Last Four Digits of Your Social Security Number: _____

This Opt-Out Rescission Form is to be used if you wish to rescind your prior Settlement Exclusion Form requesting to be excluded from the Settlement in the litigation titled *John Villalobos, individually and on behalf of all others similarly situated, vs. Pedego, Inc., a California Corporation, and DOES 1 through 25*, Case No. 30-2019-01102461-CU-OE-CXC in writing. In other words, you should sign and submit this form if, and only if, you previously requested to be excluded from the Settlement, and now wish to change that decision and be a part of the Settlement Class and receive a payment in the Settlement. In addition to using this Opt-Out Rescission Form, you may rescind your previous Settlement Exclusion Form and request to be excluded from the Settlement by attending the Final Approval Hearing and orally withdrawing your request to be excluded, or as otherwise ordered by the Court.

I have received the Notice of Class Action Settlement of the litigation titled *John Villalobos, individually and on behalf of all others similarly situated, vs. Pedego, Inc., a California Corporation, and DOES 1 through 25*, Case No. 30-2019-01102461-CU-OE-CXC (the "Action"). I previously submitted a Settlement Exclusion Form indicating that I wanted to opt out of and to be excluded from the Settlement of the Action. I would now like to rescind my prior Settlement Exclusion Form and statement requesting to opt out of and to be excluded from the Settlement so that I may participate in the Settlement as a Participating Class Member. I understand that by rescinding my previous Settlement Exclusion Form and request to opt out of and be excluded from the Settlement I will be included in the Settlement as a Participating Class Member, bound by the Releases and all other terms of the Settlement, and will receive an Individual Settlement Payment, regardless of whether I have objected to the Settlement.

Sign your name here

Date

IF YOU CHOOSE TO SUBMIT THIS OPT-OUT RESCISSION FORM AND TO RESCIND YOUR PREVIOUS SETTLEMENT EXCLUSION FORM IN WRITING, YOU MUST MAIL OR FAX THIS COMPLETED OPT-OUT RESCISSION FORM TO PHOENIX SETTLEMENT ADMINISTRATORS USING THE FOLLOWING ADDRESS OR FAX NUMBER NO LATER THAN MAY 12, 2021, WHICH IS ONE BUSINESS DAY BEFORE THE FINAL APPROVAL HEARING:

MAIL OR FAX TO:
Villalobos v. Pedego, Inc.
Attn: Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

PLEASE NOTE THAT THE DATE OF THE FINAL APPROVAL HEARING MAY CHANGE. PLEASE CONFIRM THE DATE WITH THE SETTLEMENT ADMINISTRATOR.

VILLALOBOS v. PEDEGO, INC. – Class Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

IMPORTANT LEGAL MATERIALS

<PSA ID>	If the pre-printed information to the left is not correct or if there is no pre-printed information, please complete the information below:
<Name>	Name:
<Address>	Street Address:
<City>, <State> <Zip>	City, State, Zip Code:

SETTLEMENT EXCLUSION FORM

IMPORTANT: COMPLETE THIS FORM AND RETURN IT ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU WILL NOT RECEIVE YOUR PAYMENT FROM THE SETTLEMENT.

I request to be excluded from the Settlement Class in the matter of *Villalobos v. Pedego, Inc.*, 2019-01102461, Orange County Superior Court. I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Last Four Numbers of your Social Security Number

Sign your name here

Date

Print your name here

TO BE TIMELY, A REQUEST SUBMITTED BY FAX MUST BE SENT ON OR BEFORE **MARCH 5, 2021**. A REQUEST SUBMITTED BY MAIL MUST BE POSTMARKED ON OR BEFORE **MARCH 5, 2021**. IT MUST BE SENT TO THE FOLLOWING ADDRESS OR FAX NUMBER:

MAIL OR FAX TO:
Villalobos v. Pedego, Inc.
c/o Phoenix Settlement
Administrators
P.O. Box 7208
Orange, CA 92863
Phone: (800) 523-5773
Fax: (949) 209-2503

I. POR QUÉ ES IMPORTANTE LEER ESTE AVISO

POR FAVOR LEA ESTE AVISO DETENIDAMENTE. SUS DERECHOS PUEDEN VERSE AFECTADOS POR LOS PROCEDIMIENTOS LEGALES EN ESTA DEMANDA. USTED PUEDE TENER DERECHO A UNA COMPENSACIÓN MONETARIA BAJO ESTE ACUERDO.

Se le está enviando el presente Aviso de Acuerdo de Demanda Colectiva ("Aviso") porque los registros indican que usted estuvo empleado por Pedego, Inc. ("Pedego" o "Demandado") como empleado no exento en el Estado de California en algún momento durante el período comprendido entre el 4 de octubre de 2015 y el 30 de noviembre de 2020. El presente Aviso hace referencia a un acuerdo propuesto en un litigio en una demanda colectiva putativa ("Acuerdo") interpuesta contra el Demandado por parte del Demandante John Villalobos ("Demandante") en la Corte del Estado de California para el Condado de Orange, titulada *John Villalobos, individualmente y en nombre de todas las restantes personas similarmente situadas, vs. Pedego, Inc., una corporación de California, y DOES 1 a 25*, No. de caso 30-2019-01102461-CU-OE-CXC (la "Demanda"). Cuando resulte apropiado, en adelante, se hará referencia, de forma colectiva, al Demandante y al Demandado como las "Partes".

El presente Aviso contiene información importante acerca de su derecho a un pago del acuerdo o ser excluido del Acuerdo de conformidad con los procedimientos abajo descritos.

II. DE QUÉ TRATA ESTE LITIGIO

El 4 de octubre de 2019, o en una fecha próxima a ésta, el Demandante interpuso una demanda colectiva propuesta contra el Demandado. En la Demanda, el Demandante sostiene que Pedego violó la legislación de California al no proporcionar a los empleados períodos de comida y descanso conformes con la normativa vigente. Sobre la base de estas alegaciones, la Primera Demanda Enmendada del Demandante alega reclamos por: (1) no proporcionar períodos de comida y descanso en violación del Código de Trabajo, Secciones 226.7, 512(a) y 1198, *et seq.*, (2) competencia desleal en violación del Código de Negocios y Profesiones, sección 17200 *et seq.*; y (3) violación de la Ley General de Abogados Privados (*Private Attorneys General Act*) de 2004, Código de Trabajo de California, sección 2698, *et seq.* ("PAGA"). Asimismo, antes del acuerdo, el Demandante había indicado su intención de enmendar su demanda para agregar reclamos adicionales por (i) no proporcionar estados salariales detallados precisos en violación del Código de Trabajo, sección 226, y (ii) no pagar los salarios debidos a la finalización de la relación laboral en violación del Código de Trabajo, secciones 201, 202 y 203.

El Demandado niega enérgicamente las alegaciones contenidas en la Demanda, y sostiene que ha cumplido con la ley en todo momento. No ha habido ninguna determinación de conducta indebida por parte del Demandado. El Demandado desea resolver las cuestiones planteadas en la Demanda para evitar un litigio costoso, perturbador y dilatado en el tiempo.

El Demandante y el Demandado han alcanzado un Acuerdo a nivel de la clase. En consecuencia, las Partes han celebrado un Acuerdo de Liquidación y Descargo para resolver la Demanda, que fue aprobado preliminarmente por la corte el 17 de diciembre de 2020 (la Corte dictó asimismo una Orden de Aprobación Preliminar Enmendada el 8 de enero de 2021).

Las Partes y sus respectivos abogados están conscientes de los riesgos y gastos inherentes a los procedimientos continuados necesarios para continuar con el litigio de la Demanda y consideran que el Acuerdo es un acuerdo justo, adecuado y razonable, y defiende los intereses de todos los Miembros de la Clase.

III. RESUMEN DE LOS TÉRMINOS DEL ACUERDO

Las Partes han acordado resolver la Demanda a cambio de un pago del Demandado de Ciento Treinta Mil Dólares (\$130,000.00) ("Suma Bruta del Acuerdo").

Las Partes proponen que las siguientes sumas sean deducidas de la Suma Bruta del Acuerdo, y que el resto sea pagado a los Miembros de la Clase:

- (a) honorarios de abogados para los Abogados de la Clase por una suma total no superior a Cuarenta y Tres Mil Trescientos Treinta y Tres Dólares y Treinta y Tres Centavos (\$43,333.33) (un tercio de la Suma Bruta del Acuerdo);

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- (b) gastos de los Abogados de la Clase por una suma total no superior a Diez Mil Dólares (\$10,000.00);
- (c) una asignación adicional para el Demandante nombrado y representante de la clase, John Villalobos, por una suma total no superior a Diez Mil Dólares (\$10,000.00);
- (d) honorarios y gastos de administración del Acuerdo, por una suma total no superior a Cinco Mil Quinientos Dólares (\$5,500.00); y
- (e) pago a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California ("LWDA" por sus siglas en inglés) por una suma total de Tres Mil Dólares (\$3,000.00) como parte del acuerdo de LWDA en concepto de sanciones en virtud de PAGA.

La cantidad restante de la Suma Bruta del Acuerdo tras las deducciones arriba indicadas se denomina Suma Neta del Acuerdo. Esta suma será distribuida entre todos los Miembros de la Clase que no opten por ser excluidos del Acuerdo ("Miembros Participantes de la Clase") sobre la base del número de semanas que cada Miembro de la Clase haya estado empleado por Pedego, incluyendo cualesquiera licencias o permisos, durante el Período de la Clase (4 de octubre de 2015 a 30 de noviembre de 2020). Estos pagos del acuerdo a cada Miembro Participante de la Clase se denominan "Pagos Individuales del Acuerdo".

Los Pagos Individuales del Acuerdo están sujetos a las restricciones fiscales aplicables a los empleados. Phoenix Settlement Administrators (el "Administrador del Acuerdo") enviará por correo los Pagos Individuales del Acuerdo a cada Miembro Participante de la Clase únicamente si la Corte concede la aprobación final del acuerdo.

Distribución y cálculo de los Pagos Individuales del Acuerdo. La Suma Neta del Acuerdo se dividirá entre todos los Miembros Participantes de la Clase y será distribuida entre ellos sobre la base del número total de semanas que cada Miembro Participante de la Clase haya trabajado para el Demandado durante el Período de la Clase. El pago máximo del acuerdo que tiene derecho a recibir cada Miembro Participante de la Clase se determina dividiendo la Suma Neta del Acuerdo por el número total de semanas laborales de todos los Miembros Participantes de la Clase durante el Período de la Clase, y multiplicando posteriormente dicha suma por el número de semanas laborales trabajadas por el Miembro Participante de la Clase durante el Período de la Clase.

Su Pago Individual Estimado del Acuerdo. Según los registros del Demandado, usted trabajó un total de _____ semanas para el Demandado durante el Período de la Clase. Sobre la base de su número de semanas laborales y aplicando la fórmula arriba indicada, se estima que usted podría recibir un Pago Individual del Acuerdo de aproximadamente \$_____, menos impuestos y retenciones aplicables, si no solicita ser excluido del Acuerdo. Esta suma puede aumentar o disminuir dependiendo de varios factores, incluyendo el número de Miembros de la Clase que envíen Solicitudes de Exclusión, las sumas aprobadas por la Corte en concepto de honorarios y gastos de abogados, gastos de administración del acuerdo, asignación adicional y pago por descargo para el Demandante, pago a la LWDA, y disputas por parte de otros Miembros de la Clase en relación con sus semanas laborales calificadas. **Para recibir su pago del acuerdo usted no necesita hacer nada. Recibirá un pago del acuerdo a menos que se excluya del acuerdo.**

Cada Pago Individual del Acuerdo será asignado como treinta y tres punto tres por ciento (33.3%) salarios, treinta y tres punto cuatro por ciento (33.4%) sanciones, y treinta y tres punto tres por ciento (33.3%) intereses. La parte salarial de cada Pago Individual del Acuerdo estará sujeta a las retenciones aplicables. Se distribuirán Formularios W-2, 1099 y 1099 INT del IRS entre los Miembros Participantes de la Clase y las autoridades fiscales apropiadas indicando los Pagos Individuales del Acuerdo recibidos por los Miembros Participantes de la Clase en virtud del Acuerdo. Los Miembros Participantes de la Clase deberían consultar a sus asesores fiscales en relación con las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo, y los Miembros Participantes de la Clase son responsables de remitir a todas las autoridades fiscales relevantes todos los impuestos aplicables que se puedan deber sobre los pagos que reciban en virtud del Acuerdo.

Los cheques emitidos a nombre de los Miembros Participantes de la Clase seguirán siendo negociables durante un período de ciento ochenta (180) días a partir de la fecha de emisión. Si un cheque individual del acuerdo permanece sin ser cobrado 180 días después de la fecha de emisión, el cheque será enviado al Interventor del Estado de California como propiedad no reclamada, para beneficio del Miembro Participante de la Clase al que se haya enviado del cheque de Pago Individual del Acuerdo.

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Si no está de acuerdo con su número de Semanas Laborales Asignadas en el párrafo anterior: Cualquier Miembro Participante de la Clase que no esté de acuerdo con los datos utilizados para calcular su Pago Individual del Acuerdo tal y como se refleja en el presente Aviso puede explicar dicho desacuerdo por escrito. Dicha disputa escrita debe describir específicamente la disputa en cuestión e incluir su nombre completo, dirección, número de teléfono, cuatro últimos dígitos de su Número del Seguro Social, fechas de empleo con el Demandado y cualesquiera documentos que respalden su posición. También debe firmar y fechar su explicación escrita y enviarla por correo o fax al Administrador del Acuerdo no más tarde del **5 de marzo de 2021** utilizando el número de fax o dirección indicados a continuación:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

La fecha del matasellos indicada en el sobre de devolución si la disputa escrita es enviada por correo, y la fecha del fax si la disputa escrita es enviada por fax, serán el medio exclusivo utilizado para determinar si la disputa de un Miembro Participante de la Clase ha sido enviada "a tiempo".

El Administrador del Acuerdo resolverá el desacuerdo con el Miembro Participante de la Clase dando la debida consideración a cualesquiera registros enviados por el empleado y por Pedego. Sin embargo, en la Audiencia de Aprobación Final, la Corte repasará toda la información proporcionada al Administrador del Acuerdo por los Miembros Participantes de la Clase y por Pedego y emitirá una decisión final en relación con cualesquiera desacuerdos de tal tipo.

IV. SUS OPCIONES BAJO EL ACUERDO

Opción 1—No hacer nada.

Si la Corte concede la aprobación final del Acuerdo, y usted no ha optado por ser excluido del Acuerdo, el Administrador del Acuerdo le enviará por correo un cheque por su Pago Individual del Acuerdo, menos retenciones aplicables. Usted estará obligado por los Descargos estipulados en el Acuerdo (según se define más abajo) y todos los restantes términos del Acuerdo.

Opción 2—Optar por ser excluido del Acuerdo.

Si usted opta por ser excluido del Acuerdo, NO recibirá ningún Pago Individual del Acuerdo.

Si no desea participar en el Acuerdo, puede solicitar ser excluido completando y enviando por correo o fax el formulario de Solicitud de Exclusión adjunto al Administrador del Acuerdo a la dirección o número de fax indicados a continuación.

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RECUERDE, SOLO DEBERÍA DEVOLVER EL FORMULARIO ADJUNTO DE SOLICITUD DE EXCLUSIÓN SI NO QUIERE PARTICIPAR EN EL ACUERDO.

El formulario de Solicitud de Exclusión completado debe ser enviado por fax o por correo matasellado no más tarde del 5 de marzo de 2021. Si su formulario de Solicitud de Exclusión no es enviado por fax o correo matasellado antes del 5 de marzo de 2021, será rechazado, usted será incluido en el Acuerdo como Miembro Participante de la Clase y quedará obligado por los Descargos y todos los restantes términos del Acuerdo, y recibirá el Pago Individual del Acuerdo que resulte apropiado.

Asimismo, se permitirá a los Miembros de la Clase rescindir su Solicitud de Exclusión. Para hacerlo, los Miembros de la Clase deben completar el Formulario de Rescisión de Solicitud de Exclusión adjunto y enviárselo al Administrador del Acuerdo no más tarde del 12 de mayo de 2021. O los Miembros de la Clase pueden acudir a la Audiencia de Aprobación Final e informar verbalmente a la Corte en la audiencia de su deseo de rescindir su Solicitud de Exclusión. Por favor tome en cuenta que la Audiencia de Aprobación Final puede ser aplazada sin previo aviso. Puede confirmar la fecha de la Audiencia de Aprobación Final poniéndose en contacto con el Administrador del Acuerdo.

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Opción 3—Presentar una Objeción y seguir siendo un Miembro Participante de la Clase.

Si desea oponerse al Acuerdo, puede enviar una objeción al Administrador del Acuerdo indicando las razones por las que se opone al Acuerdo no más tarde del 5 de marzo de 2021. Su objeción debe efectuarse por escrito, debe incluir su nombre, dirección, número de teléfono, fechas de empleo con el Demandado, y los cuatro últimos dígitos de su número del Seguro Social, y debe indicar de forma detallada las razones por las que se hacen valer cualesquiera objeciones. La objeción debe ser enviada por fax o correo de primera clase de los Estados Unidos al Administrador del Acuerdo a la dirección o número de fax indicados a continuación:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

Las objeciones que se reciban tarde no serán consideradas. Se considerará que los Miembros de la Clase que no efectúen una objeción en la manera especificada en el presente han renunciado a cualesquiera objeciones, y se les impedirá efectuar cualesquiera objeciones (ya sea mediante apelación o de otra manera) al Acuerdo.

El hecho de presentar una objeción no supone que usted se esté excluyendo del Acuerdo. Para ser excluido del Acuerdo, usted debe seguir las instrucciones descritas más arriba bajo la Opción 2. Por favor tome nota de que no puede oponerse al Acuerdo y al mismo tiempo optar por ser excluido del Acuerdo.

V. EFECTO VINCULANTE DEL ACUERDO

Al no optar por ser excluido y seguir siendo parte del presente caso y Acuerdo, usted estará acordando liberar y descargar al Demandado Pedego, Inc., y a cada una de sus matrices, subsidiarias y/o entidades afiliadas, presentes, pasadas y futuras, y a cada uno de sus predecesores, sucesores y cesionarios, y a cada uno de sus respectivos miembros, accionistas, socios, consejeros, ejecutivos, empleados, abogados, aseguradoras, trabajadores, representantes y agentes, presentes y pasados, y con respecto a cualquier persona, su comunidad conyugal, propiedad comunitaria, fiduciarios, albaceas, herederos, tutores y representantes registrados ("Partes Liberadas"), respecto a los reclamos que se hacen valer en la Demanda, con sus modificaciones, así como cualesquiera reclamos, obligaciones, demandas, derechos, cargos, sanciones, multas, salarios, daños compensatorios, pérdidas, sumas restrictivas, intereses y/o causas de acción de cualquier tipo y naturaleza, conocidos o no conocidos, sospechados o no sospechados, ya sea con una base contractual o extracontractual, o por violación de cualquier ley, regla o regulación estatal o federal, que se basen, surjan o estén relacionados con los hechos o reclamos que se hacen valer en la Demanda, con sus modificaciones, o que se pudieran haber hecho valer en la Demanda sobre la base de los hechos contenidos en la Demanda, incluyendo, sin limitación, (1) no proporcionar períodos de comida y descanso en violación del Código de Trabajo, secciones 226.7, 512(a) y 1198, *et seq.*, (2) no proporcionar estados salariales detallados precisos en violación del Código de Trabajo, sección 226, (3) no pagar salarios no pagados a la finalización del empleo en violación del Código de Trabajo, secciones 201, 202 y 203, (4) competencia desleal en violación del Código de Negocios y Profesiones, sección 17200 *et seq.*, y (5) violación de la Ley General de Abogados Privados de 2004, Código de Trabajo de California, sección 2698, *et seq.*, durante el período comprendido entre el 4 de octubre de 2015 y el 30 de noviembre de 2020, inclusive (los "Reclamos Descargados").

Los Reclamos Descargados incluyen de forma expresa una renuncia por su parte a cualesquiera reclamos, derechos o beneficios que pueda tener bajo el Código Civil de California, § 1542, con respecto a los Reclamos Descargados únicamente, que estipula lo siguiente:

UN DESCARGO GENERAL NO SE EXTIENDE A RECLAMOS QUE EL ACREEDOR O PARTE QUE EFECTÚE EL DESCARGO NO CONOZCA O SOSPECHE QUE EXISTEN EN SU FAVOR EN EL MOMENTO DE FORMALIZAR EL DESCARGO, QUE, DE HABER SIDO CONOCIDOS POR EL MISMO, HABRÍAN AFECTADO SUSTANCIALMENTE A SU ACUERDO DE RESOLUCIÓN CON EL DEUDOR O PARTE LIBERADA.

Usted acuerda expresamente resolver y descargar de forma plena, final y para siempre cualesquiera reclamos contra las Partes Liberadas, conocidos o no conocidos, sospechados o no sospechados, que existan o puedan existir, con respecto a los Reclamos Descargados.

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Asimismo, cada Miembro Participante de la Clase acuerda para siempre que no solicitará ni aceptará ninguna compensación, salarios atrasados, daños compensatorios, daños punitivos, sanciones de ningún tipo, honorarios o gastos de abogados, intereses, ni ningún otro tipo de reparación de ninguna otra demanda, demanda colectiva o representativa, reclamo administrativo o de otro tipo de ningún tipo o naturaleza contra las Partes Liberadas, por ningún período entre el 4 de octubre de 2015 y el 30 de noviembre de 2020, en relación con los Reclamos Descargados. Los Miembros Participantes de la Clase se comprometen a no demandar o efectuar de otra manera un Reclamo Descargado contra ninguna de las Partes Liberadas.

VI. LA AUDIENCIA DE APROBACIÓN FINAL

La Corte celebrará una audiencia el 13 de mayo de 2021 para considerar si concede la aprobación final del Acuerdo, y considerar la solicitud de honorarios y gastos de los Abogados de la Clase, la solicitud de asignación adicional para el Demandante y la solicitud de gastos de administración del Administrador del Acuerdo. La Audiencia de Aprobación Final tendrá lugar el 13 de mayo de 2021 a la 1:30 p.m. en el Departamento CX 103 de la Corte Superior del Condado de Orange, ubicada en 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

Cualquier Miembro de la Clase puede asistir a la audiencia. Sin embargo, la fecha y hora de la audiencia pueden cambiar sin aviso previo. Si desea asistir a la Audiencia de Aprobación Final, debería ponerse en contacto con el Administrador del Acuerdo para confirmar la fecha, hora y lugar de la audiencia.

VII. INFORMACIÓN ADICIONAL

El presente Aviso de Acuerdo de Demanda Colectiva es únicamente un resumen de la Demanda y del Acuerdo. Para una declaración más detallada de las cuestiones involucradas en la Demanda y el Acuerdo, puede consultar los alegatos, el Acuerdo de Liquidación y Descargo, y otros documentos registrados en la Demanda, que pueden ser inspeccionados en la Corte Superior del Condado de Orange –Centro del Complejo Civil, ubicada en 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Como consecuencia de la pandemia actual, usted debe hacer una cita para ingresar en la corte y ver cualesquiera archivos. Puede hacer una cita en el siguiente vínculo: <https://www.occourts.org/media-relations/CivilAppointments.html>.

O puede acceder al expediente judicial *online* en <http://www.occourts.org/online-services/case-access/>. Desde dicha página, haga clic en el botón “Access Now” al lado de “Civil Case & Document Access”. En la página que se cargue a continuación, haga clic en “Accept Terms”. La siguiente página le pedirá el Número de Caso. Inserte “01102461” en el casillero “Case Number”. Haga clic en el casillero “I am not a Robot”, y luego haga clic en “Search”. En la siguiente página, haga clic en “Register of Actions”, donde se le proporcionará una lista de todos los registros judiciales hasta la fecha en este caso. Para obtener cualquiera de los documentos indicados, haga clic en el casillero al lado del nombre del documento en la columna titulada “Select”. A continuación, haga clic en “Cart” y luego en “Checkout”.

Asimismo, el Administrador del Acuerdo ha establecido un sitio web estático en el que se ha publicado y se puede consultar el Acuerdo de Liquidación y Descargo y la Orden Enmendada de la Corte mediante la cual se Concede la Aprobación Preliminar del Acuerdo de Demanda Colectiva, y donde se publicará la sentencia final de la Corte y se pondrá a disposición de las partes interesadas una vez que haya sido dictada por la Corte, al que se puede acceder aquí www.phoenixclassaction.com/villalobos-v-pedego.

En la medida en que haya algún conflicto entre el presente Aviso y los términos del Acuerdo de Liquidación y Descargo, prevalecerá lo dispuesto en los términos del Acuerdo de Liquidación y Descargo.

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Por favor no llame ni contacte con la corte para obtener información acerca del Acuerdo. Si tiene alguna pregunta acerca del Acuerdo, puede contactar con el Administrador del Acuerdo o los Abogados de la Clase en las siguientes direcciones o números:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Email: notice@phoenixclassaction.com

GUNDZIK GUNDZIK HEEGER LLP

Aaron C. Gundzik (No. Colegiado del Estado 132137)
Rebecca G. Gundzik (No. Colegiada del Estado 138446)
14011 Ventura Blvd., Suite 206E
Sherman Oaks, California 91423
Teléfono: (818) 290-7461
Fax: (818) 918-2316

CASKEY & HOLZMAN

Marshall A. Caskey (No. Colegiado del Estado 65410)
Daniel M. Holzman (No. Colegiado del Estado 176663)
N. Cory Barari (No. Colegiado del Estado 295306)
24025 Park Sorrento, Suite 400
Calabasas, California 91302
Teléfono: (818) 657-1070
Fax: (818) 297-1775

¿Preguntas? Contacte con el Administrador del Acuerdo Llamando al número gratuito 1-800-523-5773 o en notice@phoenixclassaction.com

ANEXO DEL AVISO DE ACUERDO DE DEMANDA COLECTIVA
FORMULARIO DE RESCISIÓN DE SOLICITUD DE EXCLUSIÓN

Atenc.: Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone Number: (800) 523-5773
Fax: (949) 209-2503

Su nombre: _____ Su dirección: _____
Su número de teléfono: _____ Cuatro últimos dígitos de su Número del Seguro Social: _____

El presente Formulario de Rescisión de Solicitud de Exclusión debe ser utilizado si desea rescindir su Formulario de Exclusión del Acuerdo previo solicitando ser excluido del Acuerdo en el litigio titulado *John Villalobos, individualmente y en nombre de todas las restantes personas similarmente situadas, vs. Pedego, Inc., una corporación de California, y DOES 1 a 25*, No. de caso 30-2019-01102461-CU-OE-CXC por escrito. En otras palabras, usted debería firmar y enviar este formulario únicamente si ha solicitado anteriormente ser excluido del Acuerdo, y ahora desea cambiar dicha decisión y ser parte de la Clase del Acuerdo y recibir un pago del Acuerdo. Además de utilizando el presente Formulario de Rescisión de Solicitud de Exclusión, usted puede rescindir su Formulario de Exclusión del Acuerdo y solicitud previos para ser excluido del Acuerdo acudiendo a la Audiencia de Aprobación Final y retirando verbalmente su solicitud de ser excluido, o según ordene de otra manera la Corte.

He recibido el Aviso de Acuerdo de Demanda Colectiva del litigio titulado *John Villalobos, individualmente y en nombre de todas las restantes personas similarmente situadas, vs. Pedego, Inc., una corporación de California, y DOES 1 a 25*, No. de caso 30-2019-01102461-CU-OE-CXC (la "Demanda"). He enviado anteriormente un Formulario de Exclusión del Acuerdo indicando que deseo optar por ser excluido del Acuerdo de la Demanda. Ahora desearía rescindir mi Formulario de Exclusión del Acuerdo y declaración anteriores solicitando ser excluido del Acuerdo de manera que pueda participar en el Acuerdo como Miembro Participante de la Clase. Entiendo que al rescindir mi Formulario de Exclusión del Acuerdo y solicitud anteriores para optar por ser excluido del Acuerdo seré incluido en el Acuerdo como Miembro Participante de la Clase, quedará obligado por los Descargos y todos los restantes términos del Acuerdo, y recibiré un Pago Individual del Acuerdo, independientemente de que me haya opuesto al Acuerdo".

Firme aquí con su nombre

Fecha

SI ELIGE ENVIAR EL PRESENTE FORMULARIO DE RESCISIÓN DE SOLICITUD DE EXCLUSIÓN Y RESCINDIR SU FORMULARIO DE EXCLUSIÓN DEL ACUERDO PREVIO POR ESCRITO DEBE ENVIAR POR CORREO O FAX ESTE FORMULARIO DE RESCISIÓN DE SOLICITUD DE EXCLUSIÓN COMPLETADO A PHOENIX SETTLEMENT ADMINISTRATORS UTILIZANDO LA SIGUIENTE DIRECCIÓN O NÚMERO DE FAX NO MÁS TARDE DEL 12 DE MAYO DE 2021, QUE ES UN DÍA HÁBIL ANTES DE LA AUDIENCIA DE APROBACIÓN FINAL:

ENVIAR POR CORREO O FAX A:

Villalobos v. Pedego, Inc.
Attn: Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Fax: (949) 209-2503

POR FAVOR TOME EN CUENTA QUE LA FECHA DE LA AUDIENCIA DE APROBACIÓN FINAL PUEDE CAMBIAR. POR FAVOR CONFIRME LA FECHA CON EL ADMINISTRADOR DEL ACUE

VILLALOBOS v. PEDEGO, INC. – Class Administrator
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

MATERIALES LEGALES IMPORTANTES

<PSA ID>	Si la información pre-impresa indicada a la izquierda no es correcta, o si no hay información pre-impresa, por favor complete la información a continuación:
<Name>	<u>Nombre:</u>
<Address>	<u>Dirección:</u>
<City>, <State> <Zip>	<u>Ciudad, Estado, Código Postal:</u>

FORMULARIO DE EXCLUSIÓN DEL ACUERDO

IMPORTANTE: COMPLETE ESTE FORMULARIO Y DEVUÉLVALO ÚNICAMENTE SI DESEA SER EXCLUIDO DEL ACUERDO. SI USTED SE EXCLUYE DEL ACUERDO, NO RECIBIRÁ NINGÚN PAGO DEL ACUERDO.

Solicito ser excluido de la Clase del Acuerdo en la causa de *Villalobos v. Pedego, Inc.*, 2019-01102461, Corte Superior del Condado de Orange. Entiendo que, al enviar el presente Formulario de Exclusión, dejaré de ser elegible para un pago en virtud del acuerdo.

Cuatro últimos dígitos del Número del Seguro Social

Firme aquí con su nombre

Fecha

Escriba aquí su nombre en letra de imprenta/molde

PARA QUE SE CONSIDEREN ENVIADAS A TIEMPO, LAS SOLICITUDES ENVIADAS POR FAX DEBEN SER ENVIADAS NO MÁS TARDE DEL **5 DE MARZO DE 2021**. LAS SOLICITUDES ENVIADAS POR CORREO DEBEN ESTAR MATASELLADAS NO MÁS TARDE DEL **5 DE MARZO DE 2021**. DEBEN SER ENVIADAS A LA SIGUIENTE DIRECCIÓN O NÚMERO DE FAX:

ENVIAR POR CORREO O FAX A:

Villalobos v. Pedego, Inc.
c/o Phoenix Settlement
Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

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

6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF**
7 **CLASS ACTION SETTLEMENT**

8 on the interested parties in this action:

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

10 *Please see attached service list*

11 () BY MAIL I caused such envelope to be deposited in the mail at 12 Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with 13 the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal 14 service on that same day in the ordinary course of business. I am aware that on motion of party served, service is 15 presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	11 () BY FACSIMILE TRANSMISSION 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 12 sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile 13 machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
16 () BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by 17 the express service center and placed for collection in a box regularly maintained by said carrier with whom we 18 have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	16 (XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the email addresses listed on the Service List attached hereto.

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

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

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

24 

25
26 Nicole Salazar

SERVICE LIST

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*Attorneys for John Villalobos, individually
and on behalf of all others similarly situated*