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2 **UNITED STATES DISTRICT COURT**  
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 In re YAYYO, INC. SECURITIES ) Case No. 2:20-cv-08235-SVW-AFM  
5 LITIGATION ) )  
6 ) CLASS ACTION  
7 ) ORDER AND FINAL JUDGMENT  
8 ) APPROVING CLASS ACTION  
9 ) SETTLEMENTS, ATTORNEYS'  
10 ) FEES, EXPENSES, AND  
11 ) AWARDS TO PLAINTIFFS  
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15 )

13 WHEREAS, a class action is pending in this Court entitled *In re YayYo, Inc. Securities Litigation*, 2:20-cv-08235-SVW-AFM (the "Action");

15 WHEREAS, (a) Lead Plaintiff Bernard Bednarz and Plaintiff William Koch  
16 (collectively "Plaintiffs"), on behalf of themselves and the Settlement Classes (defined  
17 below); (b) Defendants EvMo, formally known as YayYo, Inc. and Rideshare Rental,  
18 Inc. ("YayYo" or the "Company"), Ramy El-Batrawi, Jonathan Rosen, Kevin Pickard,  
19 Harbant S. Sidhu, Jeffrey Guzy, Christopher Miglino, Paul Richter, and WestPark  
20 Capital, Inc. ("WestPark") (collectively "Yayo Defendants"); and (c) Defendant Aegis  
21 Capital Corp. ("Aegis," together with the YayYo Defendants, the "Defendants"), have  
22 entered into Stipulations and Agreements of Settlement dated November 18, 2021 and  
23 August 27, 2021 respectively (the "Stipulations"), that provide for a complete dismissal  
24 with prejudice of the claims asserted against all Defendants and the Action on the terms  
25 and conditions set forth in the Stipulations, subject to the approval of this Court (the  
26 "Settlements");

27 WHEREAS, unless otherwise defined in this Order and Judgment, the

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1 capitalized terms herein shall have the same meaning as they have in the Stipulations;

2 WHEREAS, by Order dated September 27, 2021 and January 13, 2022 (the  
3 “Preliminary Approval Orders”), this Court: (a) preliminarily approved the  
4 Settlements; (b) certified the Settlement Classes solely for purposes of effectuating the  
5 Settlements; (c) ordered that notice of the proposed Settlements be provided to  
6 potential Settlement Class Members; (d) provided Settlement Class Members with the  
7 opportunity either to exclude themselves from the Settlement Classes or to object to  
8 the proposed Settlements; and (e) scheduled a hearing regarding final approval of the  
9 Settlements;

10 WHEREAS, due and adequate notice has been given to the Settlement Classes;

11 WHEREAS, the Court conducted hearings on June 6, 2022 and July 11,  
12 2022 (the “Settlement Hearings”) to consider, among other things, (a) whether the  
13 terms and conditions of the Settlements are fair, reasonable and adequate to the  
14 Settlement Classes, and should therefore be approved; and (b) whether a judgment  
15 should be entered dismissing the Action with prejudice as against Defendants; and

16 WHEREAS, the Court having reviewed and considered the Stipulations, all  
17 papers filed and proceedings held herein in connection with the Settlements, all oral  
18 and written comments received regarding the Settlements, and the record in the Action,  
19 and good cause appearing therefor;

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

21 1. **Jurisdiction** - The Court has jurisdiction over the subject matter of the  
22 Action, and all matters relating to the Settlements, as well as personal jurisdiction over  
23 all of the Parties and each of the Settlement Class Members.

24 2. **Incorporation of Settlement Documents** - This Order and Judgment  
25 incorporates and makes a part hereof: (a) the Stipulations filed with the Court on  
26 August 27, 2021 and November 19, 2021; and (b) the Notice and the Summary Notice,  
27 both of which were filed with the Court on November 19, 2021.







1 commencing, instituting, prosecuting, or maintaining any and all of the Released  
2 Plaintiff's Claims against any and all of the Released Defendants' Parties, whether or  
3 not such Releasing Plaintiff's Party executes and delivers the Proof of Claim and  
4 Release or otherwise shares in the Settlement Fund. Claims to enforce the terms of the  
5 Stipulation are not released. This Release shall not apply to any person or entity listed  
6 on Exhibit 1 hereto.

7 (b) By operation of the Final Judgment, as of the Effective Date,  
8 Defendants and each and every Released Defendants' Party shall be deemed to have  
9 fully, finally, and forever waived, released, discharged, and dismissed each and every  
10 one of the Released Defendants' Claims against each and every one of the Releasing  
11 Plaintiff's Parties and shall forever be barred and enjoined from commencing,  
12 instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims  
13 against any and all of the Releasing Plaintiff's Parties. Claims to enforce the terms of  
14 the Stipulation are not released. This Release shall not apply to any person or entity  
15 listed on Exhibit 1 hereto.

16 **With Respect to Aegis:**

17 (c) By operation of the Final Judgment, as of the Effective Date,  
18 Plaintiffs and each and every Releasing Plaintiffs' Party shall be deemed to have fully,  
19 finally, and forever waived, released, discharged, and dismissed each and every one of  
20 the Released Plaintiffs' Claims against Defendant Aegis and each and every one of the  
21 Released Defendant's Parties and shall forever be barred and enjoined from  
22 commencing, instituting, prosecuting, or maintaining any and all of the Released  
23 Plaintiffs' Claims against any and all of the Released Defendant's Parties, whether or  
24 not such Releasing Plaintiffs' Party executes and delivers the Proof of Claim and  
25 Release or otherwise shares in the Settlement Fund. Claims to enforce the terms of the  
26 Stipulation are not released. This Release shall not apply to any person or entity listed  
27 on Exhibit 1 hereto.

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1 (d) Upon the Effective Date, any and all persons and entities are  
2 permanently barred and enjoined, to the fullest extent permitted by law, from  
3 commencing, prosecuting, or asserting any and all claims for contribution or indemnity  
4 (or any other claim where the alleged injury to that person or entity is that person's or  
5 entity's actual or threatened liability to any Class or any Class Member in the Action),  
6 arising out of, based upon, relating to, concerning, or in connection with the Released  
7 Plaintiffs' Claims, against Defendant Aegis, whether arising under state, federal, local,  
8 common, or foreign law, as claims, cross-claims, counterclaims, or third-party claims,  
9 in the Action or any separate action, in this Court or in any other court, arbitration  
10 proceeding, administrative proceeding, or other forum. Nothing herein shall release or  
11 alter the contractual rights, if any, under the terms of any written agreement among the  
12 YayYo Defendants and the underwriters of YayYo's November 13, 2019 IPO. Further,  
13 the bar orders shall not preclude the underwriters of YayYo's November 13, 2019 IPO  
14 from seeking to enforce any right of indemnification or contribution with respect to the  
15 payment of the Settlement Amount or defense costs.

16 (e) By operation of the Final Judgment, as of the Effective Date,  
17 Defendant Aegis and each and every Released Defendant's Party shall be deemed to  
18 have fully, finally, and forever waived, released, discharged, and dismissed each and  
19 every one of the Released Defendant's Claims against each and every one of the  
20 Releasing Plaintiffs' Parties and shall forever be barred and enjoined from  
21 commencing, instituting, prosecuting, or maintaining any and all of the Released  
22 Defendant's Claims against any and all of the Releasing Plaintiffs' Parties. Claims to  
23 enforce the terms of the Stipulation are not released. This Release shall not apply to  
24 any person or entity listed on Exhibit 1 hereto.

25 10. Notwithstanding paragraphs 9(a) - (b) above, nothing in this Order and  
26 Judgment shall bar any action by any of the Parties to enforce or effectuate the terms  
27 of the Stipulations or this Order and Judgment.





1 been asserted in this Action or in any other litigation, or of any liability, negligence,  
2 fault, or other wrongdoing of any kind on the part of any of Defendants or Defendants'  
3 Releasees or in any way referred to for any other reason as against any of Defendants  
4 or Defendants' Releasees, in any civil, criminal or administrative action or proceeding,  
5 other than such proceedings as may be necessary to effectuate the provisions of the  
6 Stipulations;

7 (b) shall be offered against any of Plaintiffs' Releasees, as evidence of,  
8 or construed as, or deemed to be evidence of any presumption, concession or admission  
9 by any of Plaintiffs' Releasees that any of their claims are without merit, that any of  
10 Defendants or Defendants' Releasees had meritorious defenses, or that damages  
11 recoverable under the Amended Complaint would not have exceeded the Settlement  
12 Amounts or with respect to any liability, negligence, fault or wrongdoing of any kind,  
13 or in any way referred to for any other reason as against any of Plaintiffs' Releasees,  
14 in any civil, criminal or administrative action or proceeding, other than such  
15 proceedings as may be necessary to effectuate the provisions of the Stipulations; or

16 (c) shall be construed against any of the Releasees as an admission,  
17 concession, or presumption that the consideration to be given under the Settlements  
18 represents the amount which could be or would have been recovered after trial;  
19 provided, however, that the Parties and the Releasees and their respective counsel may  
20 refer to this Order and Judgment and the Stipulations to effectuate the protections from  
21 liability granted hereunder and thereunder or otherwise to enforce the terms of the  
22 Settlements.

23 14. **Retention of Jurisdiction** - Without affecting the finality of this Order  
24 and Judgment in any way, this Court retains continuing and exclusive jurisdiction over:  
25 (a) the Parties for purposes of the administration, interpretation, implementation and  
26 enforcement of the Settlements; (b) the disposition of the Settlement Fund; (c) any  
27 motion for an award of attorneys' fees and/or Litigation Expenses by Lead Counsel in

1 the Action that will be paid from the Settlement Fund; (d) any motion to approve the  
2 Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the  
3 Settlement Class Members for all matters relating to the Action.

4       15. **Modification of the Agreement of Settlements** - Without further  
5 approval from the Court, the Plaintiffs and Defendants are hereby authorized to agree  
6 to and adopt such amendments or modifications of the Stipulations or any exhibits  
7 attached thereto to effectuate the Settlements that: (a) are not materially inconsistent  
8 with this Order and Judgment; and (b) do not materially limit the rights of Settlement  
9 Class Members in connection with the Settlements. Without further order of the Court,  
10 Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any  
11 provisions of the Settlements.

12       16. **Lead Counsel's Attorney Fees and Expenses** - The Court hereby awards  
13 Lead Counsel attorneys' fees in the amount of \$425,000 (which is 25% of the  
14 Settlement Fund), plus interest, and expenses in an amount of \$74,454.78, plus  
15 interest earned thereon for the same time period and at the same rate as that earned on  
16 the Settlement Fund until paid. The Court finds that the amount of fees awarded is fair  
17 and reasonable in light of the time and labor required, the novelty and difficulty of the  
18 case, the skill required to prosecute the case, the experience and ability of the  
19 attorneys, awards in similar cases, the contingent nature of the representation and the  
20 result obtained for the Settlement Classes. Said fees shall be allocated among any other  
21 plaintiffs' counsel in a manner which, in Lead Counsel's good-faith judgment, reflects  
22 each counsel's contribution to the institution, prosecution, and resolution of the Action.

23       17. **Plaintiffs' Expenses Related to Representation of the Settlement**  
24 **Classes** - The Court hereby awards Bernard Bednarz his reasonable costs and expenses  
25 (including lost wages) directly related to his representation of the Settlement Classes  
26 in the amount of \$15,000. The Court hereby awards William Koch his reasonable  
27 costs and expenses (including lost wages) directly related to his representation of the  
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1 Settlement Classes in the amount of \$10,000.

2 18. The awarded attorneys' fees and expenses, and interest earned thereon,  
3 as well as any costs or expenses awarded pursuant to the previous paragraph, shall be  
4 paid to Lead Counsel from the Settlement Fund immediately after the date this Order  
5 and Judgment is executed subject to the terms, conditions, and obligations of  
6 the Stipulations. Any awards of attorneys' fees and expenses, as well as any costs  
7 or expenses awarded pursuant to the previous paragraph, shall in no way delay or  
8 preclude the finality of this Order and Judgment and shall not delay or preclude the  
9 Effective Date of the Settlements.

10 19. **Termination of Settlements** - If the Settlements are terminated as  
11 provided in the Stipulations or the Effective Date of the Settlements otherwise fails to  
12 occur, this Order and Judgment shall be vacated, rendered null and void and be of no  
13 further force and effect, except as otherwise provided by the Stipulations, and this  
14 Order and Judgment shall be without prejudice to the rights of Plaintiffs, the other  
15 Settlement Class Members and Defendants, and the Parties shall revert to their  
16 respective positions in the Action as of August 27, 2021, with respect to Aegis, and  
17 November 18, 2021, with respect to the YayYo Defendants, as provided in the  
18 Stipulations.

19 20. **Confidentiality** - The Court's orders entered during this Action relating  
20 to the confidentiality of information shall survive the Settlements.

21 21. **Entry of Final Judgment** - There is no just reason to delay the entry of  
22 this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court  
23 is expressly directed to immediately enter this final judgment in this Action.

24 SO ORDERED this 12th day of July, 2022.

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27 The Honorable Stephen V. Wilson  
28 United States District Judge

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**EXHIBIT 1**

#	Name/Account	City	State
1	Norm Zada	Marina del Rey	CA
2	Robert Herskowitz, Chase Financing Inc. and Chase Financing Inc. Profit Sharing & 401K Plan	Miami Beach	FL