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Attorneys for Defendant/Cross-Complainants
Pick Axe Holding, LLC and Christopher Williams

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

RICARDO VIDAL, d.b.a. SCHNELLZUG
CAPITAL,

Plaintiff,

vs.

PICK AXE HOLDING, LLC, A California Limited
Liability Company; CHRISTOPHER WILLIAMS,
an individual; and DOES 1-50 inclusive;

Defendants.

And Related Cross-Complaints

Case No.: 37-2018-00044217-CU-BC-CTL

Judge: Hon. Ronald F. Frazier
Dept.: 65

~~PROPOSED~~ JUDGMENT

Action Filed: August 31, 2018
Trial Date: October 26-27, 2021

On October 26 and 27, 2021, the Court conducted a bench trial in the aforementioned matter. The parties waived any right to a jury trial. Michael Cindrigh of The Law Offices of Michael E. Cindrigh APC appeared for Plaintiff/Cross-Defendant Ricardo Vidal dba Schnellzug Capital. Evan P. Schube and Brandon Mika of Tiffany & Bosco, PA and Andrew Flores of The Law Offices of Andrew Flores

1 appeared for Defendants/Cross-Complainants Pick Axe Holding, LLC and Christopher Williams. The
2 parties and their counsel appeared in person and presented evidence and argument to the Court. Based
3 upon the evidence and arguments of counsel, the Court issued its Tentative Ruling. For the reasons set
4 forth in the Tentative Ruling, which are incorporated herein by this reference,

5 **IT IS HEREBY ORDERED, ADJUGED AND DECREED** as follows:

6 1. Judgment is entered in favor of Defendants Pick Axe Holdings, LLC and Christopher
7 Williams on all of the claims brought by Plaintiff Ricardo Vidal dba Schnellzug Capital in his Complaint
8 For (1) Breach of Contract; and (2) Intentional Misrepresentation.

9 2. Judgment is entered in favor of Cross-Defendant Ricardo Vidal on all of the claims
10 brought by Cross-Complainants Christopher Williams and Pick Axe Holding, LLC in their Verified
11 Cross-Complaint For: (1) Breach of Contract; (2) Breach of the Implied Covenant of Good Faith and Fair
12 Dealing; (3) Abuse of Process; (4) Fraud; (5) Declaratory Relief; and (6) Specific Performance.

13 3. The contract at issue in this litigation is void and, as a result, Ricardo Vidal dba Schnellzug
14 Capital shall pay \$6,600.00 to Christopher Williams for benefits received within ten days.

15 4. If the foregoing is not paid within the time frame required, post-judgment interest shall
16 accrue on the same at the rate of 10% per annum until paid in full.

17 5. Each party shall bear their own attorneys' fees and costs.

18 6. A certified copy of this Judgment shall be issued.

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20 Dated: 3/4/2022

By: 

21 Hon. Ronald Frazier
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