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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

MARQUAN NESBITT, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

AUTONOMOUS, INC. WHICH WILL DO
BUSINESS IN CALIFORNIA AS
AUTONOMOUS LABS INC., a Delaware
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No.: CIVSB2204742

[Action Filed March 28, 2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff MARQUAN NESBITT (hereinafter "Plaintiff"), an individual,
3 on behalf of the Settlement Class, and in his representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant AUTONOMOUS, INC dba
5 AUTONOMOUS LABS INC. (hereinafter "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Marquan Nesbitt v.*
8 *Autonomous Inc. dba Autonomous Labs Inc., et al.*, San Bernardino County Superior
9 Court, Case No. CIVSB2204742, filed March 28, 2022.
- 10 B. "Administration Costs" shall mean the amount paid to the Settlement Administrator
11 from the Gross Settlement Amount for administering the Settlement pursuant to this
12 Agreement currently estimated not to exceed \$4,500.00.
- 13 C. "Aggrieved Employees" means all non-exempt employees who are or previously
14 were employed by Defendant and performed work in California during the period of
15 January 18, 2021 to August 31, 2023 (the "PAGA Period").
- 16 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
17 Class and PAGA Action and Release of Claims.
- 18 E. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
19 paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- 20 F. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
21 Class Counsel for the services they have rendered to Plaintiff and the Settlement
22 Class in the Action, currently not to exceed one-third of the Gross Settlement
23 Amount currently estimated to be \$87,500.00 out of \$262,500.00. Attorneys' fees
24 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and
25 50% to Zakay Law Group, APLC).
- 26 G. "Class" or the "Class Members" means all non-exempt employees who are or
27 previously were employed by Defendant and performed work in California during the
28 period of March 28, 2018 through August 31, 2023 (the "Class Period").

- 1 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay of Zakay Law Group, APLC.
- 3 I. "Class Data" means information regarding Class Members that Defendant will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; start dates and end
7 dates of employment.
- 8 J. "Class Period" means the period between March 28, 2018 through August 31, 2023.
- 9 K. "Class Representative" shall mean plaintiff Marquan Nesbitt.
- 10 L. "Court" means the Superior Court for the State of California, County of San
11 Bernardino currently presiding over the Action.
- 12 M. "Defendant" shall mean Autonomous Inc. dba Autonomous Labs Inc.
- 13 N. "Effective Date" means the later of the time when (i) the date of final affirmance of
14 the Judgment on an appeal of the Judgment, the expiration of the time for, or the
15 denial of, a petition to review the Judgment, or if review is granted, the date of final
16 affirmance of the Judgment following review pursuant to that grant, (ii) the date of
17 final dismissal of any appeal from the Judgment or the final dismissal of any
18 proceeding to review the Judgment, provided that the Judgment is affirmed and/or
19 reversed in any party, (iii) the final resolution (or withdrawal) of any filed appeal in
20 a way that affirms the Final Approval Order and Judgment in a form substantially
21 identical to the form of the Final Approval Order entered by the Court, and the time
22 to petition for review with respect to any appellate decision affirming the Final
23 Approval Order has expired, or (iv) if no appeal is filed, the 61st day after the Court
24 enters final approval of the settlement and the Judgment approving this Agreement.
- 25 O. "Enhancement Award" means an award in the amount of \$10,000 or in an amount
26 that the Court authorizes to be paid to the Class Representative, in addition to his
27 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
28 recognition of his efforts and risks in assisting with the prosecution of the Action.

- 1 P. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
2 Settlement Amount to the Claims Administrator in accord with the terms of this
3 Agreement. Defendant will pay the Gross Settlement Amount to the Claims
4 Administrator within thirty (30) calendar days of the Effective Date.
- 5 Q. "Gross Settlement Amount" means Two Hundred Sixty-Two Thousand, Five
6 Hundred Dollars and Zero Cents (\$262,500.00) that Defendant must pay into the QSF
7 in connection with this Settlement, inclusive of the sum of Individual Settlement
8 Payments, Administration Costs, Attorneys' Fees and Attorneys' Expenses,
9 Enhancement Award, and the PAGA Penalties and *exclusive* of the employer's share
10 of payroll tax, if any, triggered by any payment under this Settlement.
- 11 R. "Individual Settlement Payments" means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 Aggrieved Employees pursuant to PAGA.
- 14 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
15 Attorneys' Fees and Attorneys' Expenses, Enhancement Award, PAGA Penalties,
16 and Administration Costs.
- 17 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 U. "Operative Complaint" shall mean the Complaint on file in the Action filed on March
21 28, 2022.
- 22 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*
- 24 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
25 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
26 Aggrieved Employees during the PAGA Period.
- 27 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
28 Employee Payment, as defined herein, means the number of pay periods of

employment during the PAGA Period that each Aggrieved Employee worked in California.

Y. “PAGA Period” means the period beginning between January 18, 2021 to August 31, 2023.

Z. “PAGA Penalties” shall mean Twenty Thousand Dollars (\$20,000.00) to be allocated from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the Labor and Workforce Development Agency (“LWDA Payment”). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Penalties will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.

AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

BB. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

CC. “Plaintiff” shall mean Marquan Nesbitt.

DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. “Released Class Claims” shall mean the release from the Class Members of all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

FF. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’

1 compensation, and PAGA claims outside of the PAGA Period.

2 GG. "Plaintiff's Release" means all claims that were or could have been made by Plaintiff
3 in his individual capacity against the Released Parties (as defined below), including a
4 waiver of any and all provisions of California Civil Code section 1542, except only
5 for claims by law cannot be waived by private agreement.

6 HH. "Released Parties" shall mean Defendant.

7 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
8 Administrator mails Notice Packets to Class Members and the last date on which
9 Class Members may submit requests for exclusion or objections to the Settlement.

10 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

11 KK. "Settlement Administrator" means APEX Class Action LLC, 18 Technology Drive,
12 Ste. 164, Irvine, CA 92618; Tel: 1-800-355-0700; Fax: 1-949-878-3536. The
13 Settlement Administrator establishes, designates and maintains, as a QSF under
14 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into
15 which the amount of the Gross Settlement Amount is deposited for the purpose of
16 resolving the claims of Settlement Class Members. The Settlement Administrator
17 shall maintain the funds until distribution in an account(s) segregated from the assets
18 of Defendant and any person related to Defendant. *All accrued interest shall be paid*
19 *and distributed to the Settlement Class Members as part of their respective*
20 *Individual Settlement Payment.*

21 LL. "Settlement Class Members" or "Settlement Class" means all Class Members who
22 have not submitted a timely and valid request for exclusion as provided in this
23 Agreement.

24 MM. "Workweeks," for purposes of calculating the distribution of the Net Settlement
25 Amount, means the number of weeks of employment during the Class Period that
26 each Class Member was employed by Defendant in California.

1 **II. RECITALS**

2 A. On January 18, 2022, Plaintiff filed a Notice of Violations with the Labor and
3 Workforce Development Agency (LWDA) and served the same on Defendant.

4 B. On March 28, 2022, Plaintiff filed the Action, alleging claims for:

- 5 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
- 6 2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1);
- 7 3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
- 8 4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the
9 applicable Wage Order);
- 10 5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the
11 applicable wage order);
- 12 6. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2
13 *et seq.*);
- 14 7. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);
- 15 8. Failure to Reimburse for Required Expenses (Labor Code § 2802);
- 16 9. Unlawful Deductions;
- 17 10. Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

18 C. The Class Representative believes he has claims based on alleged violations of the
19 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
20 that class certification is appropriate because the prerequisites for class certification
21 can be satisfied in the Action, and this action is manageable as a PAGA representative
22 action.

23 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
24 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
25 Representative are owed, and further contends that, for any purpose other than
26 settlement, the Action is not appropriate for class or representative action treatment.
27 Defendant contends, among other things, that at all times it complied with the
28 California Labor Code and the Industrial Welfare Commission Wage Orders.

1 E. The Class Representative is represented by Class Counsel. Class Counsel investigated
2 the facts relevant to the Action, including conducting an independent investigation as
3 to the allegations, reviewing documents and information exchanged through informal
4 discovery, and reviewing documents and information provided by Defendant
5 pursuant to informal requests for information to prepare for mediation. Defendant
6 produced for the purpose of settlement negotiations certain employment data
7 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
8 the assistance of an expert. Based on their own independent investigation and
9 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
10 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
11 considering all known facts and circumstances, including the risks of significant
12 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
13 numerous potential appellate issues. Although it denies any liability, Defendant is
14 agreeing to this Settlement solely to avoid the inconveniences and cost of further
15 litigation. The Parties and their counsel have agreed to settle the claims on the terms
16 set forth in this Agreement.

17 F. On June 27, 2023, the Parties participated in mediation presided over by Honorable
18 Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and hour class and
19 PAGA actions. The mediation concluded with a settlement, which was subsequently
20 memorialized in the form of a Memorandum of Understanding.

21 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
22 other agreements, understandings, or representations between the Parties. This
23 Agreement represents a compromise and settlement of highly disputed claims.
24 Nothing in this Agreement is intended or will be construed as an admission by
25 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
26 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
27 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
28 have merit.

1 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
2 Settlement was arrived at through arm's-length negotiations, taking into account all
3 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
4 attendant to continuing the Action through trial and any appeal. Accordingly, the
5 Parties desire to settle, compromise and discharge all disputes and claims arising from
6 or relating to the Action fully, finally, and forever.

7 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
8 for any reason the settlement does not become effective, Defendant reserves the right
9 to contest certification of any class for any reason and reserves all available defenses
10 to the claims in the Action.

11 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant will pay the sum of
16 the Individual Settlement Payments, the Enhancement Award, the Attorneys'
17 Fees and Attorneys' Expenses, PAGA Penalties, and the Administration
18 Costs, as specified in this Agreement, equal to the Gross Settlement Amount
19 of Two Hundred Sixty-Two Thousand, Five Hundred Dollars and Zero Cents
20 (\$262,500.00). The Parties agree that this is a non-reversionary Settlement and
21 that no portion of the Gross Settlement Amount shall revert to Defendant.
22 Other than the Defendant's share of employer payroll taxes and as provided
23 in Section III.A.2 below, Defendant shall not be required to pay more than the
24 Gross Settlement Amount.

25 2. Class Size. Defendant represents that the Settlement Class was comprised of
26 62 individuals who collectively worked approximately 3,500 workweeks
27 ("Projected Workweeks") during the Class Period. One week prior to the
28 filing of the Motion for Preliminary Approval, Defendant will provide Class

Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and Projected Workweeks they worked during the Class Period. Should the total number of Projected Workweeks increase by more than 10% (i.e., by more than 350 Workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Projected Workweeks worked by Class Members above 10%. In other words, if the excess is 12%, the increase will be 2%, and if the excess is 10% or lower, the increase will be zero (0%). Should the total number of Projected Workweeks worked by the Class Members during the Class Period decrease by more than 15% (i.e., by more than 525 Projected Workweeks), Defendant shall have the right, in its sole discretion, to invalidate the settlement, and the Parties shall attempt, in good faith, to negotiate a new settlement based on the new workweek count.

3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator by the Funding Date. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA

1 Period. As a result of this release, the Aggrieved Employees shall be precluded from
2 bringing claims against Defendant for the Released PAGA Claims.

3 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
4 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
5 Released Parties from any and all claims, whether known or unknown, which exist or
6 may exist on Plaintiff's behalf as of the date of this Agreement, including but not
7 limited to any and all tort claims, contract claims, wage claims, wrongful termination
8 claims, disability claims, benefit claims, public policy claims, retaliation claims,
9 statutory claims, personal injury claims, emotional distress claims, invasion of privacy
10 claims, defamation claims, fraud claims, quantum meruit claims, and any and all
11 claims arising under any federal, state or other governmental statute, law, regulation
12 or ordinance, including, but not limited to claims for violation of the Fair Labor
13 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
14 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
15 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
16 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
17 Employment and Housing Act, the California Family Rights Act, the Family Medical
18 Leave Act, California's Whistleblower Protection Act, California Business &
19 Professions Code Section 17200 et seq., and any and all claims arising under any
20 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also
21 waives and relinquishes any and all claims, rights or benefits that he may have under
22 California Civil Code § 1542, which provides as follows:

23
24 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
25 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
26 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
27 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
28

1 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
2 ***OR RELEASED PARTY.***

3
4 Thus, notwithstanding the provisions of section 1542, and to implement a full and
5 complete release and discharge of the Released Parties, Plaintiff expressly
6 acknowledges this Settlement Agreement is intended to include in its effect, without
7 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
8 the time of signing this Settlement Agreement, and that this Settlement Agreement
9 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
10 has read this Settlement Agreement, including this waiver of California Civil Code
11 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
12 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
13 about the waiver of section 1542, and that Plaintiff understands this Settlement
14 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
15 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
16 discover facts different from or in addition to those Plaintiff now knows or believes to
17 be true regarding the matters released or described in this Settlement Agreement, and
18 even so Plaintiff agrees that the releases and agreements contained in this Settlement
19 Agreement shall remain effective in all respects notwithstanding any later discovery
20 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
21 mistake in connection with the true facts involved in the matters, disputes, or
22 controversies released or described in this Settlement Agreement or with regard to any
23 facts now unknown to Plaintiff relating thereto. Nothing in this release prevents or
24 restricts the disclosure of factual information related to a claim filed in a civil action
25 or a complaint filed in an administrative action with respect to an act of sexual assault,
26 sexual harassment, or *any* prohibited workplace harassment or discrimination, failure
27 to prevent an act of workplace harassment or discrimination, or retaliation against a
28 person for reporting or opposing harassment or discrimination under FEHA. Plaintiff

acknowledges that he has had more than 5 business days to consult an attorney of Plaintiff's choice, at Plaintiff's expense, and that Plaintiff has done so. Plaintiff may sign this Agreement prior to the end of this period and if he does so he specifically acknowledges and agrees that his decision to accept this shortening of time is knowing and voluntary and is not induced by Defendant through fraud, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to employees who sign such an agreement prior to the expiration of such time period.

E. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court and/or the LWDA, or if the appellate court fails to approve the Settlement, or if the Settlement Agreement is otherwise terminated, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall be restored to their respective positions prior to entering into the Settlement Agreement, and no party shall be bound by any of the terms of the Settlement Agreement, including Defendant's obligation to make payments to the Settlement Class Members, the Settlement Administrator, the LWDA, Plaintiff or Class Counsel;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification;
4. Any preliminary approval order, final approval order or judgment, shall be vacated;
5. The Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding;
6. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

G. Defendant's Right to Rescind. If either (i) 10% or more of the Class Members, or (ii) a number of Class Members whose share of the Class Settlement proceeds is 10% or more, elect not to participate in the settlement, or both (i) and (ii), Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within 30 calendar days after the Settlement Administrator notifies the

parties of the total number of opt-outs. If the option to rescind is exercised, then Defendant is solely responsible for the costs of the Settlement Administrator accrued to that point.

H. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment.

J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR

part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

K. Preliminary Approval Motion. Class Counsel shall draft and file the motion for preliminary approval within sixty (60) calendar days of execution of this Agreement, or within the statutory timeframe as determined by the Court's setting of the preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

L. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing

1 declaration(s) as necessary in support of preliminary and/or final approval of this
2 Settlement; and other tasks as the Parties mutually agree or the Court orders the
3 Settlement Administrator to perform. The Settlement Administrator shall keep the
4 Parties timely apprised of the performance of all Settlement Administrator
5 responsibilities by among other things, sending a weekly status report to the Parties'
6 counsel stating the date of the mailing, the of number of Elections Not to Participate
7 in Settlement it receives (including the numbers of valid and deficient), and number of
8 objections received.

9 M. Notice Procedure.

10 1. Class Data. No later than ten (10) business days after the Preliminary
11 Approval Date, Defendant shall provide the Settlement Administrator with the
12 Class Data for purposes of preparing and mailing Notice Packets to the Class
13 Members.

14 2. Notice Packets.

15 a) The Notice Packet shall contain the Notice of Class Action Settlement
16 in a form substantially similar to the form attached as **Exhibit A**. The
17 Notice of Class Action Settlement shall inform Class Members and
18 PAGA Class Members that they need not do anything in order to
19 receive an Individual Settlement Payment and/or Aggrieved
20 Employees' individual shares of the Aggrieved Employee Payment
21 and to keep the Settlement Administrator apprised of their current
22 mailing address, to which the Individual Settlement Payments and/or
23 Aggrieved Employees' individual shares of the Aggrieved
24 Employment Payment will be mailed following the Funding Date. The
25 Notice of Class Action Settlement shall set forth the release to be given
26 by all members of the Class who do not request to be excluded from
27 the Settlement Class and/or Aggrieved Employees in exchange for an
28 Individual Settlement Payment and/or Aggrieved Employees'

1 individual shares of the Aggrieved Employment Payment, the number
2 of Workweeks worked by each Class Member during the Class Period
3 and PAGA Period, if any, and the estimated amount of their Individual
4 Settlement Payment if they do not request to be excluded from the
5 Settlement and each Aggrieved Employees' share of the Aggrieved
6 Employment Payment, if any. The Settlement Administrator shall use
7 the Class Data to determine Class Members' Workweeks and PAGA
8 Workweeks. The Notice will also advise the Aggrieved Employees
9 that they will release the Released PAGA Claims and will receive their
10 share of the Aggrieved Employee Payment regardless of whether they
11 request to be excluded from the Settlement.

12 b) The Notice Packet's mailing envelope shall include the following
13 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
14 ENTITLED TO PARTICIPATE IN A CLASS ACTION
15 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
16 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
17 NOTICE."

18 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
19 Settlement Administrator will perform a search based on the National Change
20 of Address Database to update and correct any known or identifiable address
21 changes. No later than twenty-one (21) calendar days after preliminary
22 approval of the Settlement, the Settlement Administrator shall mail copies of
23 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
24 electronic mail. The Settlement Administrator shall exercise its best judgment
25 to determine the current mailing address for each Class Member. The address
26 identified by the Settlement Administrator as the current mailing address shall
27 be presumed to be the best mailing address for each Class Member.
28

1 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be
3 re-mailed to any forwarding address provided. If no forwarding address is
4 provided, the Settlement Administrator shall promptly attempt to determine a
5 correct address by lawful use of skip-tracing, or other search using the name,
6 address and/or Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if another mailing address is identified by the
8 Settlement Administrator. Class Members who received a re-mailed Notice
9 Packet shall have their Response Deadline extended fifteen (15) days from the
10 original Response Deadline.

11 5. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendant's records regarding
13 the start and end dates of employment to provide documentation and/or an
14 explanation to show contrary dates. If there is a dispute, the Settlement
15 Administrator will consult with the Parties to determine whether an
16 adjustment is warranted. The Settlement Administrator shall determine the
17 eligibility for, and the amounts of, any Individual Settlement Payments under
18 the terms of this Agreement. The Settlement Administrator's determination
19 of the eligibility for and amount of any Individual Settlement Payment shall
20 be binding upon the Class Member and the Parties.

21 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
22 by the Settlement Administrator concerning the administration of the
23 Settlement will be resolved by the Court under the laws of the State of
24 California. Before any such involvement of the Court, counsel for the Parties
25 will confer in good faith to resolve the disputes without the necessity of
26 involving the Court.

27 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
28 Packet shall state that Class Members who wish to exclude themselves from

1 the Settlement must submit a written request for exclusion to the Settlement
2 Administrator by the Response Deadline. The written request for exclusion
3 must state that the Class Member wishes to exclude himself or herself from
4 the Settlement and (1) must contain the name, address, and the last four digits
5 of the Social Security number of the person requesting exclusion; (2) must be
6 signed by the Class Member; (3) must be postmarked or fax stamped by the
7 Response Deadline and returned to the Settlement Administrator at the
8 specified address or fax telephone number; and (4) contain a typewritten or
9 handwritten notice stating in substance that he or she wishes to be excluded
10 from the settlement of the class action lawsuit entitled *Nesbitt v. Autonomous*
11 *Inc. dba Autonomous Labs Inc., et al*, currently pending in Superior Court of
12 San Bernardino, Case No. CIVSB2204742. The request for exclusion will not
13 be valid if it is not timely submitted, if it is not signed by the Class Member,
14 or if it does not contain the name and address and last four digits of the Social
15 Security number of the Class Member. The date of the postmark on the
16 mailing envelope or fax stamp on the request for exclusion shall be the
17 exclusive means used to determine whether the request for exclusion was
18 timely submitted. Any Class Member who submits a timely request for
19 exclusion shall be excluded from the Settlement Class will not be entitled to
20 an Individual Settlement Payment and will not be otherwise bound by the
21 terms of the Settlement or have any right to object, appeal or comment
22 thereon. However, any Class Member that submits a timely request for
23 exclusion that is also a member of the Aggrieved Employees will still receive
24 his/her pro rata share of the PAGA Settlement, as specified below, and in
25 consideration, will be bound by the Release by the Aggrieved Employees as
26 set forth herein. Settlement Class Members who fail to submit a valid and
27 timely request for exclusion on or before the Response Deadline shall be
28 bound by all terms of the Settlement and any final judgment entered in this

1 Action if the Settlement is approved by the Court. No later than twenty-one
2 (21) calendar days after the Response Deadline, the Settlement Administrator
3 shall provide counsel for the Parties with a final list of the Class Members
4 who have timely submitted timely requests for exclusion. At no time shall any
5 of the Parties or their counsel seek to solicit or otherwise encourage members
6 of the Class to submit requests for exclusion from the Settlement.

- 7 8. Objections. The Notice of Class Action Settlement contained in the Notice
8 Packet shall state that Class Members who wish to object to the Settlement
9 may submit to the Settlement Administrator a written statement of objection
10 (“Notice of Objection”) by the Response Deadline. The postmark date of
11 mailing shall be deemed the exclusive means for determining that a Notice of
12 Objection was served timely. The Notice of Objection, if in writing, must be
13 signed by the Settlement Class Member and state: (1) the case name and
14 number; (2) the name of the Settlement Class Member; (3) the address of the
15 Settlement Class Member; (4) the last four digits of the Settlement Class
16 Member’s Social Security number; (5) the basis for the objection; and (6) if
17 the Settlement Class Member intends to appear at the Final
18 Approval/Settlement Fairness Hearing. Class Members who fail to make
19 objections in writing in the manner specified above may still make their
20 objections orally at the Final Approval/Settlement Fairness Hearing with the
21 Court’s permission. Settlement Class Members will have a right to appear at
22 the Final Approval/Settlement Fairness Hearing to have their objections heard
23 by the Court regardless of whether they submitted a written objection. At no
24 time shall any of the Parties or their counsel seek to solicit or otherwise
25 encourage Class Members to file or serve written objections to the Settlement
26 or appeal from the Order and Final Judgment. Class Members who submit a
27 written request for exclusion may not object to the Settlement. Class Members
28 may not object to the PAGA Penalties.

1 N. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
2 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
3 by law within the time specified hereinabove on the Funding Date.

4 1. Calculation of Individual Settlement Payments. Individual Settlement
5 Payments shall be paid from the Net Settlement Amount and shall be paid
6 pursuant to the formula set forth herein. Using the Class Data, the Settlement
7 Administrator shall add up the total number of Workweeks for all Class
8 Members. The respective Workweeks for each Class Member will be divided
9 by the total Workweeks for all Class Members, resulting in the Payment Ratio
10 for each Class Member. Each Class Member's Payment Ratio will then be
11 multiplied by the Net Settlement Amount to calculate each Class Member's
12 estimated Individual Settlement Payments. Each Individual Settlement
13 Payment will be reduced by any legally mandated employee tax withholdings
14 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
15 Members who submit valid and timely requests for exclusion will be
16 redistributed to Settlement Class Members who do not submit valid and timely
17 requests for exclusion on a pro rata basis based on their respective Payment
18 Ratios.

19 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
20 Class Data, the Settlement Administrator shall add up the total number of
21 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
22 The respective PAGA Pay Periods for each Aggrieved Employees will be
23 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
24 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
25 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
26 Aggrieved Employee Payment to calculate each Aggrieved Employee's
27 estimated share of the Aggrieved Employee Payment.
28

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 25% wages (“Wage
3 Portion”) and 75% penalties and pre-judgment interest (“Penalties and Interest
4 Portion”). The Wage Portion of the Individual Settlement Payments shall be
5 reported on IRS Form W-2 and the Penalties and Interest Portion and Interest
6 Portion of the Individual Settlement Payments shall be reported on IRS Form
7 1099 issued by the Settlement Agreement.
- 8 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
9 Employee Settlement Payments shall be allocated and treated as 100%
10 penalties and shall be reported on IRS Form 1099.
- 11 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
12 individual shares of the PAGA Penalties made to Settlement Class Members
13 and/or Aggrieved Employees under this Settlement Agreement, as well as any
14 other payments made pursuant to this Settlement Agreement, will not be
15 utilized to calculate any additional benefits under any benefit plans to which
16 any Class Members may be eligible, including, but not limited to profit-
17 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
18 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
19 Parties’ intention that this Settlement Agreement will not affect any rights,
20 contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.
- 22 6. All monies received by Settlement Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Settlement Class
24 Members solely in the year in which such monies actually are received by the
25 Settlement Class Members. It is the intent of the Parties that Individual
26 Settlement Payments and individual shares of the PAGA Penalties provided for
27 in this Settlement agreement are the sole payments to be made by Defendant to
28 Settlement Class Members and/or Aggrieved Employees in connection with this

1 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
2 Class Members and/or Aggrieved Employees are not entitled to any new or
3 additional compensation or benefits as a result of having received the Individual
4 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

5 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
6 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
7 and/or Aggrieved Employees' last known mailing address no later than thirty
8 (30) business days after the Funding Date.

9 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
10 Employees shall remain valid and negotiable for one hundred and eighty (180)
11 days from the date of their issuance. If a Settlement Class Member and/or
12 Aggrieved Employees does not cash his or her settlement check within 90
13 days, the Settlement Administrator will send a letter to such persons, advising
14 that the check will expire after the 180th day, and invite that Settlement Class
15 Member and/or Aggrieved Employees to request reissuance in the event the
16 check was destroyed, lost or misplaced. In the event an Individual Settlement
17 Payment and/or Aggrieved Employees' individual share of the PAGA
18 Penalties check has not been cashed within one hundred and eighty (180) days,
19 all funds represented by such uncashed checks, plus any interest accrued
20 thereon, shall be paid to the Community Law Project, a Cy Pres, pursuant to
21 California Code of Civil Procedure section 384.

22 9. Enhancement Award. In addition to the Individual Settlement Payment as a
23 Settlement Class Member and his individual share of the Aggrieved Employee
24 Payment, Plaintiff will apply to the Court for an award of not more than
25 \$10,000.00, as the Enhancement Award. Defendant will not oppose a
26 Enhancement Award of not more than \$10,000.00 for Plaintiff. The
27 Settlement Administrator shall pay the Enhancement Award, either in the
28 amount stated herein if approved by the Court or some other amount as

1 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
2 than thirty (30) business days after the Funding Date. Any portion of the
3 requested Enhancement Award that is not awarded to the Class Representative
4 shall be part of the Net Settlement Amount and shall be distributed to
5 Settlement Class Members as provided in this Agreement. The Settlement
6 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
7 Enhancement Award. Plaintiff shall be solely and legally responsible to pay
8 any and all applicable taxes on his Enhancement Award and shall hold
9 harmless the Released Parties from any claim or liability for taxes, penalties,
10 or interest arising as a result of the Enhancement Award. Approval of this
11 Settlement shall not be conditioned on Court approval of the requested amount
12 of the Enhancement Award. If the Court reduces or does not approve the
13 requested Enhancement Award, Plaintiff shall not have the right to revoke the
14 Settlement, and it will remain binding.

- 15 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
16 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
17 the Gross Settlement Amount currently estimated to be \$87,500.00 **and**
18 Attorneys' Expenses supported by declaration not to exceed Twenty
19 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and
20 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
21 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
22 not awarded to Class Counsel shall be part of the Net Settlement Amount and
23 shall be distributed to Settlement Class Members as provided in this
24 Agreement. The Settlement Administrator shall allocate and pay the
25 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
26 than thirty (30) calendar days after the Funding Date. Class Counsel shall be
27 solely and legally responsible to pay all applicable taxes on the payment made
28 pursuant to this paragraph. The Settlement Administrator shall issue an IRS

1 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
2 paragraph. In the event that the Court reduces or does not approve the
3 requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right
4 to revoke the Settlement, or to appeal such order, and the Settlement will
5 remain binding.

6 11. PAGA Penalties. Twenty Thousand Dollars (\$20,000.00) shall be allocated
7 from the Gross Settlement Amount for settlement of claims for civil penalties
8 under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The
9 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
10 Penalties (\$15,000.00) to the California Labor and Workforce Development
11 Agency no later than thirty (30) business days after the Effective Date
12 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
13 Penalties (\$5,000.00) will be distributed to the Aggrieved Employees as
14 described in this Agreement (hereinafter "Aggrieved Employee Payment").
15 For purposes of distributing the PAGA Penalties to the Aggrieved Employees,
16 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved
17 Employee Payment using the PAGA Payment Ratio as defined above.

18 12. Administration Costs. The Settlement Administrator shall be paid for the
19 costs of administration of the Settlement from the Gross Settlement Amount.
20 The estimate of the Administration Costs is \$4,500.00. The Settlement
21 Administrator shall be paid the Administration Costs no later than thirty (30)
22 business days after the Effective Date.

23 O. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
24 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
25 twenty-eight (28) days following the expiration of the Response Deadline, which
26 motion shall request final approval of the Settlement and a determination of the
27 amounts payable for the Enhancement Award, the Attorneys' Fees and Attorneys'
28 Expenses, the PAGA Penalties, and the Administration Costs. Plaintiff will provide

1 Defendant with a draft of the Motion at least 3 business days prior to the filing of the
2 Motion to give Defendant an opportunity to propose changes or additions to the
3 Motion.

4 1. Declaration by Settlement Administrator. No later than seven (7) days after
5 the Response Deadline, the Settlement Administrator shall submit a
6 declaration in support of Plaintiff's motion for final approval of this
7 Settlement detailing the number of Notice Packets mailed and re-mailed to
8 Class Members, the number of undeliverable Notice Packets, the number of
9 timely requests for exclusion, the number of objections received, the amount
10 of the average Individual Settlement Payment and highest Individual
11 Settlement Payment, the Administration Costs, and any other information as
12 the Parties mutually agree or the Court orders the Settlement Administrator to
13 provide.

14 2. Final Approval Order and Judgment. Class Counsel shall present an Order
15 Granting Final Approval of Class Action Settlement to the Court for its
16 approval, and Judgment thereon, at the time Class Counsel files the Motion
17 for Final Approval.

18 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
19 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
20 Final Approval, including the Order Granting Final Approval of Class Action
21 Settlement, and Judgment before filing with the Court. The Parties and their counsel
22 will cooperate with each other and use their best efforts to effect the Court's approval
23 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
24 Judgment.

25 O. Notice to LWDA of Settlement. Class Counsel will comply with Cal. Lab. Code §
26 2699(l) and notify the LWDA of the Settlement, including but not limited to, all Court
27 orders and judgments related to the Settlement, within the required statutory and/or
28 Court-prescribed deadlines.

- 1 P. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to implement the Settlement.
- 3 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
4 except such proceedings necessary to implement and complete the Settlement, pending
5 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 6 R. Amendment or Modification. This Agreement may be amended or modified only by
7 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 8 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its Exhibit
11 other than the representations, warranties and covenants contained and memorialized
12 in this Agreement and its Exhibit.
- 13 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate
15 this Agreement and to take all appropriate Action required or permitted to be taken by
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
17 documents required to effectuate the terms of this Agreement. The persons signing
18 this Agreement on behalf of Defendant represents and warrants that he/she is
19 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
20 warrants that he is authorized to sign this Agreement and that he has not assigned any
21 claim, or part of a claim, covered by this Settlement to a third-party.
- 22 U. No Public Comment: The parties and their counsel agree not to issue any press
23 releases, initiate any contact with the press, respond to any press inquiry or make any
24 public communication about the fact, amount or terms of the settlement, except
25 however that this does not prohibit disclosures required by law and/or within Plaintiff
26 and Plaintiff's counsel and expert, Defendant and Defendant's counsel and expert, and
27 those within Defendant's organization or financial advisors/accountants with a need to
28 know in order to approve or execute the terms of this Settlement Agreement.

- 1 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 X. Counterparts. This Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same
7 instrument provided that counsel for the Parties to this Agreement shall exchange
8 among themselves copies or originals of the signed counterparts.
- 9 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
10 is a fair, adequate and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive arms-length negotiations, taking into account all relevant
12 factors, present and potential.
- 13 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
14 respect to the interpretation, implementation and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the
16 Parties and their counsel submit to the jurisdiction of the Court for purposes of
17 interpreting, implementing and enforcing the settlement and all orders and judgments
18 entered in connection with this Agreement.
- 19 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
20 the Court shall first attempt to construe the provisions valid to the fullest extent
21 possible consistent with applicable precedents so as to define all provisions of this
22 Agreement valid and enforceable.
- 23 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
24 certification for purposes of this settlement only.
- 25 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
26 Released Claims have merit and give rise to liability on the part of Defendant.
27 Defendant claims that the Released Claims have no merit and do not give rise to
28 liability. This Agreement is a compromise of disputed claims. Nothing contained in

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
4 than as may be specifically set forth herein, each Party shall be responsible for and
5 shall bear its/his own attorney's fees and costs.

6 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

7
8 DATED: Oct 18, 2023


Marquan Nesbitt (Oct 18, 2023 16:25 PDT)

9 Marquan Nesbitt

10
11 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

12 DATED: _____

13 AUTONOMOUS INC. dba AUTONOMOUS LABS
14 INC.

15 _____
16 Printed Name

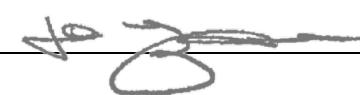
17 _____
18 Title

19 IT IS SO AGREED AS TO FORM BY COUNSEL:

20 DATED: October 19, 2023

JCL LAW FIRM, A.P.C.


21 By: _____

22 
23 Attorneys for Plaintiff and the Settlement Class
24 Members

25 DATED: October 19, 2023

ZAKAY LAW GROUP, APLC

26 By: _____

27 
28 Attorneys for Plaintiff and the Settlement Class
Members

1 this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
4 than as may be specifically set forth herein, each Party shall be responsible for and
5 shall bear its/his own attorney's fees and costs.


6
7 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

8 DATED: _____

9 Marquan Nesbitt

10
11 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

12 DATED: October 25, 2023

13 
AUTONOMOUS INC. dba AUTONOMOUS LABS
14 INC.

15 DUY HUYNH
Printed Name

16 CEO
17 Title

18 IT IS SO AGREED AS TO FORM BY COUNSEL:

19
20 DATED: _____

JCL LAW FIRM, A.P.C.

21 By: _____

22 Attorneys for Plaintiff and the Settlement Class
23 Members

24 DATED: _____

ZAKAY LAW GROUP, APLC

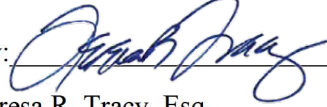
26 By: _____

27 Attorneys for Plaintiff and the Settlement Class
28 Members

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DATED: October 25, 2023

SAUL EWING LLP

By: 
Teresa R. Tracy, Esq.

Attorneys for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Nesbitt v. Autonomous Inc. dba Autonomous Labs Inc., et al., San Bernardino County Superior Court Case
No. CIVSB2204742)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p>
Exclude Yourself	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement.</p> <p>Instructions are set forth below.</p>
Object	<p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Bernardino (the “Court”) has been reached between Plaintiff Marquan Nesbitt (“Plaintiff”) and Defendant Autonomous Inc. dba Autonomous Labs Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the period between March 28, 2018 through August 31, 2023.

The “Class Period” is the period of time between March 28, 2018 through August 31, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 28, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff asserted claims that Defendant: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (7) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (9) Unlawful Deductions; and (10) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*]

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 27, 2023, the Parties participated in an all-day mediation with Honorable Brian C. Walsh (Ret.), an experienced jurist and mediator of wage and hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Sixty-Two Thousand, Five Hundred Dollars and Zero Cents (\$262,500.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$4,500 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys’ Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$87,500) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel’s

billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,0000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant, who performed work in California during the PAGA Period. The PAGA Period means the between January 18, 2021 through August 31, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. Twenty-five percent (25%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy-five percent (75%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited

to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks worked during the Class Period (March 28, 2018 through August 31, 2023).

Based on this information, your estimated Settlement Share is << ____ >>.

Defendant's records reflect that you have << ____ >> pay periods worked during the PAGA Period (January 18, 2021 through August 31, 2023).

Based on this information, your estimated PAGA Payment Share is << ____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: APEX Class Action.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few

months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www._____.com

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is APEX Class Action LLC, 18 Technology Drive, Ste. 164, Irvine, CA 92618. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Nesbitt v. Autonomous Inc. dba Autonomous Labs Inc., et al.*, currently pending in Superior Court of San Bernardino, Case No. CIVSB2204742. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Nesbitt v. Autonomous Inc. dba Autonomous Labs Inc., et al., San Bernardino County Superior Court Case No. CIVSB2204742*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
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Counsel for Defendant:

Teresa R. Tracy, Esq.
Saul Ewing LLP
1888 Century Park East, Suite 300
Tel.: (310) 255-6100
Fax: (661) 325-1127
E-Mail: teresa.tracy@saul.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the San Bernardino County Superior Court, Department S-26, located at 247 W 3rd Street, San Bernardino, CA 92415 before Judge David Cohn. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Nesbitt v. Autonomous Inc. dba Autonomous Labs Inc.*, currently pending in San Bernardino County Superior Court Case No. CIVSB2204742, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the website listed in this notice.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project, a Cy Pres. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.