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Attorneys for Plaintiff MARQUAN NESBITT

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,

Plaintiff,

vs.

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

Defendant.

Case No. CIVSB2204742

**DECLARATION OF MARQUAN NESBITT
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: April 18, 2024

Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

1 I, Marquan Nesbitt, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Attorneys' Fees,
5 Attorneys' Expenses, and Service Award. I have personal knowledge of all the facts stated herein. I
6 could and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in September of 2021 and filed the lawsuit in March of 2022. I
8 filed the case on behalf of myself and a class of all current and former non-exempt employees who
9 worked for Defendant at any time during the period from March 28, 2018, through August 31, 2023.

10 3. I worked for Defendant as a non-exempt employee, paid on an hourly basis, and entitled
11 to legally mandated meal and rest periods, minimum wages, and overtime compensation, in California,
12 from March of 2017 to September of 2021.

13 4. I filed the case because I believed my rights as an employee were violated by Defendant
14 and also the rights of other employees that worked for Defendant. Among other claims, I believe
15 Defendant failed to furnish accurate itemized wage statements, failed to provide compliant meal and
16 rest periods, failed to pay for all time worked, and failed to pay all wages upon separation.

17 5. Before I initiated the case as a Plaintiff and Class Representative, I spoke at length with
18 my attorneys. We discussed my work experience and how company policies were applied to me and
19 other employees. I provided the attorneys with documents they requested. We reviewed the documents
20 together and asked and answered many questions regarding my experience working for Defendant, the
21 litigation process, and about class actions generally.

22 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
23 and as proposed Class Representative. I understood that pursuing this action as a class action rather than
24 merely seeking my individual claims substantially increased the risk to me. Those risks included the
25 possibility of being held liable for Defendant's attorneys' fees and costs in a complex class action if I
26 lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
27 the attorneys and the Court because I needed to prove that I was an adequate class representative.
28 Further, I understood that I would lose some autonomy over my individual claims that I could not make

1 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
2 of the Settlement Class in mind.

3 7. I also understood that pursuing this litigation created a very public record of my grievances
4 with Defendant which produced the risk that a future employer could hold it against me that I sued a
5 former employer.

6 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
7 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
8 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
9 claims may be greater than my ultimate recovery from the net class settlement amount.

10 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
11 I believed violations occurred and most employees would not know what their rights are and even if
12 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

13 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
14 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
15 because I wanted to keep up with developments in the case which I understood was one of my duties as
16 a class representative.

17 11. **Review and Approval of Settlement:** A mediation was held on June 27, 2023. Even
18 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
19 them regarding the mediation before it took place, as well as during the mediation itself and when the
20 parties reached an agreement. I was very satisfied with the terms of the settlement that was agreed to
21 by the parties. I reviewed and signed the Memorandum of Understanding on June 28, 2023, and when
22 the settlement papers were ready, I again spoke with my attorneys and reviewed the settlement
23 agreement which I signed on October 18, 2023.

24 12. **Broad General Release:** I understand that the Service Award is intended, in part, to
25 compensate me for my release of the Released Class Claims. Additionally, unlike the other Class
26 Members, I also granted Defendant a broad general release and waiver of claims pursuant to California
27 Civil Code Section 1542 and released Defendant from all claims whether known or unknown, under
28 federal law or state law. Plaintiff's Release does not extend to any. Claims or actions to enforce this

1 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
2 security benefits, or workers' compensation. Benefits that arise at any time or based on occurrences after
3 the end of the Class Period.

4 13. **Participation:** Since I retained Class Counsel approximately 30 months ago, I have been
5 actively involved with this class action lawsuit performing the duties described above. While I did not
6 keep formal time records, I was in regular contact with my attorneys, reviewed important court filings,
7 and spent considerable time on the issues presented during the litigation and in the settlement process.
8 I estimate that I spent approximately 20-25 hours working on this case.

9 14. Also, my attorneys explained to me that the settlement process involved a two-step review
10 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
11 and paid. I knew this process also involved notifying all class members of the settlement terms and of
12 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.

14 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
15 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
16 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
17 the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
18 pursuing this case individually, and (4) the risks I undertook.

19 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
20 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
21 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
22 for \$10,000 as a service award is fair and reasonable.

23 17. Further, I support my attorneys' application for an award of Attorneys' Fees and
24 Attorneys' Expenses in the amount of \$107,500, comprised of \$87,500 for attorneys' fees (one-third of
25 the Gross Settlement Amount) and up to \$20,000 for reimbursement of actually incurred litigation
26 expenses.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on 03/25/2024, at Moreno valleyy, California.

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4 By:  Marquan Nesbitt (Mar 25, 2024 09:32 PDT)
5 MARQUAN NESBITT
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