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Attorneys for Plaintiff MARQUIN 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,

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

DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

Date: April 18, 2024
Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz
Dept: S-17

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Nesbitt v.*
6 *Autonomous Inc. dba Autonomous Labs Inc., et al.* matter. On behalf of both Apex and myself,
7 I possess the authority to issue this declaration. I am personally acquainted with the information
8 contained herein, and in the event of being summoned to provide testimony, I am fully capable
9 and willing to provide competent testimony regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our
12 team comprises experienced professionals with extensive knowledge of class action settlement
13 administration. In addition, Apex Class Action has the necessary technology and infrastructure to
14 efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to
15 ensure that all aspects of the administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by
17 the Court to provide notification services and claims administration, pursuant to the terms of the
18 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as
19 those to be fulfilled following the granting of Final Approval of the Settlement, include: (a)
20 printing and mailing the *Notice of Pendency of Class Action Settlement and Final Hearing Date*
21 (referred to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving
22 disputes among Settlement Class Members regarding the number of workweeks recorded by
23 Defendants during the Class Period, as stated on their individualized Class Notice.; (d) calculating
24 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
25 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
26 filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed
27 funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually
28 agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On December 4, 2023, Counsel for the Plaintiff provided Apex with the Court-approved
2 content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On December 6, 2023, Counsel for the Defendants provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, and the total number
6 of relevant workweeks worked by each Settlement Class Member. The data file was successfully
7 uploaded to our database, where it underwent a thorough review to identify any duplicates or
8 potential inconsistencies. The Class List consisted of a total of 83 individuals.

9 6. In preparation for the mailing process, all 83 names and addresses listed in the Class List
10 underwent verification and updating against the National Change of Address (NCOA) database
11 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
12 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the
13 Notice Packet. The NCOA database contains records of requested address changes submitted to
14 the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing
15 of the Notice Packet. However, in cases where no updated address was found in the NCOA
16 database, the original address provided by Counsel for Defendants was used for the mailing of the
17 Notice Packet.

18 7. On December 12, 2023, The Notice Packet was sent to all 83 individuals listed in the Class
19 List using U.S First Class Mail. A precise and accurate copy of the mailed Notice Packet is attached
20 herein as **Exhibit A**.

21 8. As of the date of this declaration, our office has received 9 returned Notice Packets as
22 undeliverable. Of the 9 returned Notice Packets, none were returned with a forwarding address.
23 Therefore, Apex conducted a computerized skip trace on the 9 returned Notice Packets in order to
24 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort
25 resulted in obtaining 6 updated addresses, to which we promptly re-mailed the Notice Packets via
26 U.S First Class Mail.

27 9. As of the date of this declaration, there have been 6 Notice Packets re-mailed as a result of
28 Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 3 Notice Packets have been considered undeliverable as
2 no updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The
4 deadline for submitting a request for exclusion from the Settlement was January 26, 2024.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
6 The deadline for submitting a written objection to the Settlement was January 26, 2024.

7 13. As of the date of this declaration, Apex will report 83 Participating Class Members,
8 constituting 100% of the total 83 Settlement Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class
10 Period is 3,638. The Net Settlement Amount available to Participating Class Members is estimated
11 to be \$120,500.00 and was calculated by subtracting the requested attorneys' fees (\$87,500.00),
12 the amount requested for litigation costs and expenses (\$20,000.00), the requested Enhancement
13 Award (\$10,000.00), the requested Settlement Administration Costs (\$4,500.00), and the PAGA
14 Payment (\$20,000.00) from the Gross Settlement Amount (\$262,500.00).

15 15. The *highest* Individual Settlement Amount to a Participating Class Member is currently
16 estimated to be approximately \$9,373.69, the *average* Individual Settlement Amount is currently
17 estimated to be approximately \$1,451.81, and the lowest Individual Settlement Amount is
18 currently estimated to be approximately \$33.12. These amounts are subject to employee-side tax
19 and withholdings.

20 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,000.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved
22 Employees cannot opt out of the PAGA settlement. There are 42 Aggrieved Employees who
23 worked a total of 1,757 weeks during the PAGA Period.

24 17. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$389.87,
25 and the *average* individual PAGA share is approximately \$119.05, and the lowest individual
26 PAGA share is approximately \$2.85.

27 18. Apex's comprehensive fees and costs for administering this Settlement, covering both
28 incurred and anticipated expenses, amount to \$4,500.00. Apex will proceed with additional tasks

1 related to this matter, such as calculating settlement award payments, issuing and mailing
2 settlement award checks, handling necessary tax filings and reporting on these payments, and any
3 other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United
5 States that the foregoing is true and correct, and that this Declaration was executed this 12th day of
6 March 2024, in Irvine, California.

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MADELY NAVA

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	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total_Est_PMT». See the explanation below. 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.
Exclude Yourself	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 . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

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

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 November 20, 2023. 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 \$20,000.00 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 «Class_Weeks» Workweeks worked during the Class Period (March 28, 2018 through August 31, 2023).

Based on this information, your estimated Settlement Share is \$«Est_Class_PMT».

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

Based on this information, your estimated PAGA Payment Share is \$«Est_PAGA_PMT».

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 January 26, 2024.

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, LLC.

The Court will hold a hearing on A 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.apexclassaction.com/autonomous.

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 January 26, 2024. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. 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 January 26, 2024, 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 January 26, 2024. The address for the Settlement Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

The Court will hold a Final Approval Hearing at 1:30 PM on April 18, 2024, 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 (800) 355-0700 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 Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

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.