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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 SHANI O. ZAKAY,  
ESQ. IN SUPPORT OF PLAINTIFF'S  
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, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APLC, co-counsel  
3 of record for Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings, and  
4 history of the matter. The following facts are within my own personal knowledge, and if called as  
5 a witness, I could testify competently to the matters stated herein.

6 2. This Declaration is being submitted in support of Plaintiff's Motion for Final  
7 Approval of Class Action and PAGA Settlement.

8 3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed  
9 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter  
10 "Agreement"). Attached as Exhibit A to the Agreement is a true and correct copy of the court-  
11 approved Class Notice.

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed  
13 November 20, 2023, Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the October 26, 2023,  
15 proof of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "4"** is true and correct copy of the March 25, 2024, proof  
17 of filing this motion seeking final approval of this Settlement with the LWDA.

18 7. Attached hereto as **Exhibit "5"** is a true and correct copy of Zakay Law Group,  
19 APLC's "Firm Resume" detailing the credentials of Class Counsel and a summary of cases on which  
20 counsel has acted as class and representative action counsel.

21 **I. INTRODUCTION**

22 8. An objective evaluation of the proposed settlement of Two Hundred Sixty-Two  
23 Thousand, Five Hundred Dollars and Zero Cents (\$262,500.00) ("Gross Settlement Amount")  
24 confirms that the relief negotiated on behalf of the Settlement Class Members is fair, reasonable,  
25 and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations,  
26 between experienced counsel, and presided over by Hon. Brian C. Walsh. After deducting any  
27 Court-approved Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and  
28 Settlement Administration Costs, the Net Settlement Amount shall be distributed to each Settlement

1 Class Member based on the number of Workweeks they worked while employed by Defendant  
2 during the Class Period.

3 9. This Settlement provides substantial recovery for Defendant's alleged wage and hour  
4 violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement  
5 Amount of approximately **\$120,500.00**. This will result in an average Individual Settlement  
6 Payment of **\$1,451.81**, a high payment of **\$9,373.69**, and low payment of **\$33.12**.

7 10. The relief offered by the Settlement is immediate and is particularly impressive when  
8 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*  
9 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait  
10 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and  
11 uncertain litigation.

12 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement  
13 approval under California law and falls well within the range of reasonableness. Accordingly, the  
14 Class Representative and Class Counsel respectfully request this Court grant final approval of the  
15 Agreement and, entry of the proposed Final Approval Order and Judgment.

## 16 **II. OVERVIEW OF THE LITIGATION**

17 12. Defendant is a retailer of office furniture, operating facilities in San Bernardino  
18 County, including where Plaintiff worked. This action asserts claims on behalf of all current and  
19 former non-exempt employees who worked for Defendant during the Class Period. Plaintiff worked  
20 for Defendant as a non-exempt employee in California from March of 2017 to September of 2021.  
21 At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally  
22 compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked.  
23 Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures  
24 contained in, among other documents, the "Employee Handbook."

25 13. Generally, Plaintiff claims that Defendant failed to furnish accurate itemized wage  
26 statements, failed to provide compliant meal and rest periods, failed to pay for all time worked,  
27 failed to reimburse for necessary business expenses and failed to pay all wages upon separation.  
28 Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it

1 fully complied with all applicable employment laws and raised several other significant defenses to  
2 Plaintiff's claims, including but not limited to, asserting that it issued compliant wage statements,  
3 maintained facially compliant meal and rest period policies, paid for all hours worked, and timely  
4 paid all wages due upon separation of employment.

5 14. On March 28, 2022, Plaintiff filed a class action complaint in the San Bernardino  
6 Superior Court, Case Number CIVSB220474 ("Action"). The Action alleged ten causes of action  
7 against Defendant for: (1) Violation of California Business & Professions Code §§ 17200, *et seq.*;  
8 (2) Violations of California Labor Code §§ 1194, 1197, 1197.1 (Unpaid Minimum Wages); (3)  
9 Violation of California Labor Code §§510 *et seq.* (Overtime Wages); (4) Violation of California  
10 Labor Code §§ 226.7 and 512 (Unpaid Meal Period Premiums) and the IWC Wage Order; (5)  
11 Violation of California Labor Code §§ 226.7 and 512 (Unpaid Rest Period Premiums) and the  
12 Applicable IWC Wage Order; (6) Violation of California Labor Code § 226(a) (Non-Compliant  
13 Wage Statements); (7) Violations of California Labor Code §§ 201, 202, and 203 (Final Wages Not  
14 Timely Paid); (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);  
15 (9) Unlawful deductions; and (10) Violation of the Private Attorneys General Act §§ 2698 *et seq.*

16 15. On January 18, 2022, Plaintiff served Defendant and the Labor and Workforce  
17 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA  
18 Notice set forth the facts and theories supporting Defendant's alleged violations of various  
19 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC")  
20 Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys  
21 General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

22 16. The Parties agreed relatively early to mediate the Action. To prepare for mediation,  
23 the Parties agreed to informally exchange additional documents and data points subject to the  
24 mediation privilege, including but not limited to, employee handbooks, the Class Members' time  
25 data, and certain payroll data points. As discussed *infra*, Plaintiff's counsel retained the forensic  
26 consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

27 17. On June 27, 2023, the Parties participated in a full day mediation with mediator Hon.  
28 Brian C. Walsh. After arms-length negotiations and bargaining, the Parties reached an agreement

1 to settle and signed a Memorandum of Understanding. After reaching an agreement in principle,  
2 the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the  
3 instant motion.

### 4 **III. THE SETTLEMENT BEFORE THE COURT**

5 18. The Court preliminarily approved an initial Gross Settlement Amount of Two-  
6 Hundred Sixty-Two Thousand, Five Hundred Dollars and Zero Cents (\$262,500.00) based on a total  
7 of approximately 3,638 workweeks worked by the Class during the Class Period. The Gross  
8 Settlement Amount shall be used to satisfy: (1) the sum of the Settlement Administration Costs; (2)  
9 Attorneys' Fees and Attorneys' Expenses; (3) Service Award; (4) the sum of all Individual  
10 Settlement Payments; and (5) the PAGA Payment.

11 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable  
12 to the class and should be granted final approval. This is evidenced by the unanimous approval of  
13 the Settlement by the Settlement Class, the absence of any objections to the Settlement and the  
14 average Individual Settlement Payment of **\$1,451.81**.

### 15 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

#### 16 **A. Class Counsel Conducted a Thorough Investigation.**

17 20. Class Counsel thoroughly investigated the proposed Class Members' claims,  
18 applicable law, and potential defenses. Specifically, Class Counsel assessed the value of the class  
19 claims using data and documents provided by Defendant through informal discovery. Class Counsel  
20 obtained time records for the Class Members, aggregate workweek and pay period data for the Class  
21 Members, aggregate meal premiums paid to the Class Members, average hourly rate for the Class  
22 Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*,  
23 compensation, timekeeping, and meal and rest period policies to assess damages before mediation.  
24 Class Counsel retained BCG to analyze Defendant's time and payroll data to formulate damage  
25 models estimating Defendant's liability exposure. Class Counsel's investigation, research,  
26 experience, and damage models informed and guided the mediated negotiations that resulted in this  
27 settlement. Accordingly, Class Counsel fully understood the strengths and weaknesses of the class  
28 claims before the parties reached a settlement.

1        **B. The Parties Settled at Mediation.**

2            21.        On June 27, 2023, the Parties conducted a full day of mediation with Hon. Brian C.  
3 Walsh, a mediator of wage and hour class and representative actions. Mediator Walsh helped  
4 manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to  
5 both sides. The Parties made substantial progress with Mediator Walsh's assistance. Namely, the  
6 Parties exchanged information regarding their respective claims and defense, including their  
7 respective evaluation of the damages. The mediation concluded with a settlement, the complete and  
8 final terms of which are now set forth in the Agreement. Class Counsel submit that the Settlement  
9 constitutes a fair, adequate, and reasonable compromise of the claims at issue.

10        **C. Class Counsel is Experienced in Similar Litigation.**

11            22.        Plaintiff is represented by competent and experienced counsel to pursue his claims.  
12 I established Zakay Law Group, APLC ("Firm"), in 2018. The Firm is a boutique Plaintiff firm  
13 representing aggrieved employees and consumers throughout California in wage and hour class  
14 actions, PAGA Actions and complex multi-party product liability matters. The Firm currently  
15 consists of myself, Shani O. Zakay, Esq. (Partner/Owner), Jackland K. Hom (Associate Attorney),  
16 Julieann Alvarado (Associate Attorney), Jaclyn Joyce (Associate Attorney), Rachel Newman  
17 (Associate Attorney), Elizabeth Flores (Paralegal), Jamie Sunada (Legal Assistant).

18            23.        I am qualified to represent the Plaintiffs, the Class Members, the State of California  
19 and the Aggrieved Employees. I have extensive experience with wage and hour class and  
20 representative actions litigation like this matter, and employment matters in general. Additionally, I  
21 have extensive complex mass tort litigation experience and complex construction product liability  
22 experience. I can, will and have adequately represented the interests of the Plaintiffs, the State of  
23 California and the Aggrieved Employees throughout this action.

24            24.        I have represented consumers and employees in California class actions, and  
25 complex multi-party product liability actions exclusively for more than 13 years. I have been in  
26 practice as a plaintiffs' civil litigation attorney since November 2011.

27            25.        I have significant class counsel and collective action counsel experience, as outlined  
28 in the firm resume.

1        **D. The Gross Settlement Amount is Fair and Reasonable.**

2            26.        Here, the Settlement is clearly within the “ballpark” of reasonableness because the  
3 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily  
4 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful.  
5 *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Two-Hundred, Sixty-Two  
6 Thousand, Five Hundred Dollars and Zero Cents (\$262,500.00) represents a discount on  
7 Defendant’s potential exposure if Plaintiff established liability on all claims and was awarded the  
8 full amount of the estimated damages at trial, this compromise is reasonable because (1) the  
9 formidable defenses raised by Defendant presented a risk that could award significantly less in  
10 damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more  
11 years of litigation, resulting in added fees and costs without any guarantee of recovery for the  
12 Settlement Class.

13            27.        As detailed at the time of preliminary approval, the Gross Settlement Amount is fair  
14 and reasonable considering the nature and magnitude of the claims being settled and the various  
15 potential impediments to recovery. Class Counsel developed varied economic damages models  
16 measuring Defendant’s liability exposure while accounting for the uncertainties of continued  
17 litigation. The various models were informed by Class Counsel’s investigation, including the  
18 analysis of a significant sample of time and payroll data. Detailed in greater depth during the  
19 preliminary approval process, Class Counsel projected a range of Defendant’s liability exposure for  
20 the claims asserted on behalf of the Class. The Gross Settlement Amount represents approximately  
21 35.95% of Defendant’s *class-wide* damages liability exposure as estimated by Class Counsel at the  
22 time of mediation.

23            28.        Clearly the goal of this litigation to obtain redress for the class has been met by this  
24 Settlement. Given the amount of the Settlement, the risks of litigation and the arm’s length  
25 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore  
26 entitled to final approval.

27  
28        ///

1       **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

2           29.     Although Class Counsel believes strongly in Plaintiff's claims, it would be  
3     misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant could  
4     defend the action or, at least, drastically undercut Plaintiff's claims.

5           30.     With respect to the most immediate challenge, i.e., class certification, the risks  
6     attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-*  
7     *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and  
8     remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying  
9     overtime, and directed the trial court to enter judgement in favor of the employer. *See also*  
10    *O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and  
11    hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th  
12    1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet*  
13    *Healthcare Corp.* (2012) 209 Cal.App.4<sup>th</sup> 1077, 1088 ("[T]he reason, if any, that employees might  
14    not take their breaks were predominantly individualized questions of fact not susceptible to class  
15    treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4<sup>th</sup> 1333, 1341 (affirming denial of  
16    certification because employees' declarations attesting to having taken meal and rest breaks  
17    demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy*  
18    *Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at \*11-13 (following *Brinker* and denying  
19    certification of proposed off-the-clock and rest and meal break classes due to lack of uniform  
20    policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification  
21    of driver meal and rest period claims based on the predominance of individual issues). Collectively,  
22    the examples cited above illustrate the uncertain nature of class litigation. Consequently, the  
23    uncertainty of obtaining certification through a contested motion is a significant risk factor favoring  
24    settlement.

25           31.     Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless  
26    recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat  
27    or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation  
28    can drastically affect the value of Plaintiff's claims and, in fact, already has.

1           32. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v.*  
2 *Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.*  
3 (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There  
4 is little doubt that if Defendant faced a large adverse judgement, Defendant undoubtedly has the  
5 resources to post a bond and appeal. A post-judgment appeal by Defendant would have required  
6 many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed  
7 in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed  
8 recovery today outweigh an uncertain result three or more years in the future.

9           33. Class Representative and Class Counsel recognize the expense and length of a trial  
10 against Defendant through possible appeals which could take another three years. In arriving at  
11 their informed belief that the present settlement is fair and adequate, Class Counsel accounted for  
12 the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also  
13 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims  
14 asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable.  
15 Costs would have increased, and recovery would have been delayed if not denied, thereby reducing  
16 the benefits of an ultimate victory. Class Representative and Class Counsel believe that the  
17 Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon  
18 their evaluation, Class Representative and Class Counsel have determined that the Settlement set  
19 forth in the Agreement is in the best interest of the Settlement Class, is fair, reasonable, and  
20 adequate, and should be granted final approval.

21           34. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount  
22 of \$20,000.00 which is 7.62% of the Gross Settlement Amount. As illustrated above, this amount  
23 falls well within the range of approved PAGA settlements. Seventy-Five percent (75%) of the  
24 PAGA Payment (\$15,000.00) will be paid to the LWDA (“LWDA Payment”) with the remaining  
25 twenty-five percent (25%) of the PAGA Payment (\$5,000.00) to be distributed to the PAGA Class  
26 Members (“PAGA Class Member Payment”), which is within the range of PAGA payments  
27 approved by courts and should be approved.

28 ///

1                   **VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF**  
2                                           **2004 ARE REASONABLE**

3           35.     Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount  
4 of \$20,000.00 which is 7.62% of the Gross Settlement Amount. As illustrated above, this amount  
5 falls well within the range of approved PAGA settlements. Seventy-Five percent (75%) of the  
6 PAGA Payment (\$15,000.00) will be paid to the LWDA (“LWDA Payment”) with the remaining  
7 twenty-five percent (25%) of the PAGA Payment (\$5,000.00) to be distributed to the PAGA Class  
8 Members (“PAGA Class Member Payment”), which is within the range of PAGA payments  
9 approved by courts and should be approved.

10          36.     Further, on March 25, 2024, Class Counsel gave the LWDA notice of this Settlement  
11 and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval,  
12 and this motion seeking final approval with the LWDA.

13  
14                                           **ZAKAY LAW GROUP, APLC**

15  
16                                           By: 

17                                           Shani O. Zakay  
18                                           Attorney for Plaintiff  
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# **EXHIBIT 1**

**JCL LAW FIRM, APC**

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Attorneys for Plaintiff

**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 180<sup>th</sup> 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 Attorneys for Plaintiff and the Settlement Class  
23 Members

24 DATED: October 19, 2023

ZAKAY LAW GROUP, APLC

26 By:  \_\_\_\_\_

27 Attorneys for Plaintiff and the Settlement Class  
28 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 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

7  
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

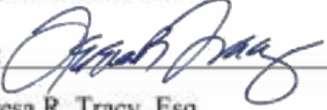
25 By: \_\_\_\_\_

26 Attorneys for Plaintiff and the Settlement Class  
27 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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></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> |
| <b>Exclude Yourself</b>                                             | <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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                        |
| <b>Object</b>                                                       | <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](http://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  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Fax: (619) 599-8291

**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](mailto: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 3<sup>rd</sup> 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.

# **EXHIBIT 2**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Monnett De La Torre (State Bar #272884)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[mdelatorre@jcl-lawfirm.com](mailto:mdelatorre@jcl-lawfirm.com)

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

NOV 20 2023

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
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[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

BY Jessica Gardez  
JESSICA GARDEZ, DEPUTY

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,

Defendants.

Case No. CIVSB2204742

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Date: November 20, 2023

Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

1 This matter having come before the Honorable Judge Joseph T. Ortiz of the Superior Court of  
2 the State of California, in and for the County of San Bernadino, at 1:30 p.m. on November 20, 2023,  
3 with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay  
4 Law Group, APLC, as counsel for plaintiff MARQUAN NESBITT ("Plaintiff"), and Saul Ewing LLP  
5 appearing for defendant AUTONOMOUS, INC. WHICH WILL DO BUSINESS IN CALIFORNIA  
6 AS AUTONOMOUS LABS INC., (hereinafter "Defendant"). The Court, having carefully considered  
7 the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing,  
8 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Class and PAGA Action Claims and  
11 Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of which is  
12 attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement  
13 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of  
14 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
18 Defendant shall pay is Two Hundred, Sixty-Two Thousand Five Hundred Dollars and Zero Cents  
19 (\$262,500). It appears to the Court on a preliminary basis that the settlement amount and terms are  
20 fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of  
21 further litigation relating to certification, liability, and damages issues. It further appears that  
22 investigation and research have been conducted such that counsel for the Parties are able to reasonably  
23 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid  
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented  
25 by the further prosecution of the litigation. It further appears that the Settlement has been reached as  
26 the result of intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of  
28

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
4 reasonable when balanced against the probable outcome of further litigation relating to certification,  
5 liability, and damages issues.

6         5. Plaintiff seeks Attorneys' Fees and Attorneys' Expenses in the amount of up-to one-third  
7 of the Gross Settlement Amount for attorneys' fees, currently estimated at Eighty-Seven Thousand,  
8 Five Hundred Dollars and Zero Cents (\$87,500), an award of litigation expenses incurred not to exceed  
9 Twenty Thousand Dollars and Zero Cents (\$20,000), and proposed Enhancement Award to the Class  
10 Representative, Marquan Nesbitt, in an amount not to exceed Ten Thousand Dollars and Zero Cents  
11 (\$10,000). While these awards appear to be within the range of reasonableness, the Court will not  
12 approve the Attorneys' Fees and Attorneys' Expenses or Enhancement Award until the Final Approval  
13 Hearing.

14         6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of  
15 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other  
16 proceeding should this Settlement not become final. For settlement purposes only, the Court  
17 conditionally certifies the following Class:

18                 "all non-exempt employees who are or previously were employed by  
19 Defendant and performed work in California during the period of March 28,  
20 2018 through August 31, 2023 (the "Class Period").

21         7. The Court concludes that, for settlement purposes only, the Class meets the requirements  
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
24 common questions of law and fact predominate, and there is a well-defined community of interest  
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the  
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
28

1 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
2 to act as counsel for the Class Representative in his individual capacity and as the representative of the  
3 Class Members.

4 8. The Court provisionally appoints plaintiff Marquan Nesbitt as the representative of the  
5 Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
7 A.P.C. and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of  
9 Class and Representative Action ("Class Notice") attached to the Agreement as Exhibit "A". The Court  
10 finds that both notices appear to fully and accurately inform the Class Members and Aggrieved  
11 Employees of all material elements of the proposed Settlement, including the right of any Class  
12 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class  
13 Member's right and opportunity to object to the Settlement. The Court further finds that the distribution  
14 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the  
15 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute  
16 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by  
17 first class mail, pursuant to the terms set forth in the Agreement.

18 11. The Court hereby appoints Apex Class Action LLC as Claims Administrator. Within ten  
19 (10) business days of the later of preliminary approval or court approval of Settlement notice to the  
20 class, Defendant shall provide to the Claims Administrator the Class Data, including information  
21 regarding Class Members that Defendant will in good faith compile from its records, including the  
22 Class Member's full name, last-known mailing address, Social Security number, and start and end dates  
23 of employment. Within twenty-one (21) calendar days after preliminary approval of the Settlement, the  
24 Claims Administrator shall mail the Class Notice to all identified, potential Class Members via first  
25 class U.S. Mail and electronic mail using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
28

1 Settlement as provided in the Notice by following the instructions for requesting exclusion from the  
2 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must  
3 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the  
4 date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more  
5 than fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who chooses  
6 to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement  
7 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,  
8 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all  
9 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out  
10 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of  
11 individuals is not permitted and will be deemed invalid.

12 13. Any Class Member who has not opted out may appear at the final approval hearing and  
13 may object or express the Class Member's views regarding the Settlement and may present evidence  
14 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
15 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the  
16 date the Settlement Administrator mails the Class Notice to postmark their written objections to the  
17 Settlement Administrator.

18 14. A final approval hearing shall be held before this Court on April 18<sup>th</sup> 2024 at  
19 1:30 AM/PM in Department S-17 of the San Bernardino County Superior Court to determine all  
20 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action  
21 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should  
22 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;  
23 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and  
24 reasonable to the Class; and to finally approve the Attorneys' Fees and Attorneys' Expenses,  
25 Enhancement Award, and the Administration Costs. Class Counsel and Plaintiff shall use best efforts  
26 to file with the Court a Motion for Order Granting Final Approval and Entering Judgment and a  
27 determination of the amounts payable for the Enhancement Award, the Attorneys' Fees and Expense,  
28

1 the PAGA Penalties, and Administration Costs within twenty-eight (28) days following the expiration  
2 of the Response Deadline.

3 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
4 shall be construed as a concession or admission by Defendant in any way, and shall not be used as  
5 evidence of, or used against Defendant as an admission or indication in any way, including with respect  
6 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth  
7 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the  
8 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor  
9 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as  
10 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not  
11 limited to, evidence of a presumption, concession, indication or admission by Defendant of any  
12 liability, fault, wrongdoing, omission, concession or damage.

13 16. In the event the Settlement does not become effective in accordance with the terms of the  
14 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
15 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties  
16 shall revert to their respective positions as of before entering into the Agreement. In such an event, the  
17 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used  
18 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
19 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

20 17. Pending final determination of whether the Settlement should be approved, Class  
21 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
22 intervening in, instigating or in any way participating in the commencement or prosecution of any  
23 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
24 any claims that are, or relate in any way to, the Released Claims, unless and until they submit a timely  
25 request for exclusion pursuant to the Agreement.

26  
27 ///

1           18.     The Court reserves the right to adjourn or continue the date of the final approval hearing  
2 and all dates provided for in the Agreement without further notice to Class Members and retains  
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

4  
5 Dated: 11/20/23

  
JUDGE OF THE SUPERIOR COURT  
JOSEPH T. ORTIZ

# **EXHIBIT 1**

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)

Monnett De La Torre (State Bar # 272884)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

[mdelatorre@jcl-lawfirm.com](mailto:mdelatorre@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600

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[shani@zakaylaw.com](mailto:shani@zakaylaw.com)

[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

Attorneys for Plaintiff

**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

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

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

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

22 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
23 the "acknowledging party" and each Party to this Agreement other than the  
24 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
25 of this Agreement, and no written communication or disclosure between or among the  
26 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
27 such communication or disclosure constitute or be construed or be relied upon as, tax  
28 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.

- 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 180<sup>th</sup> 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

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

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

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

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

24 DATED: October 19, 2023

ZAKAY LAW GROUP, APLC

25 By: 

26 Attorneys for Plaintiff and the Settlement Class  
27 Members  
28

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: \_\_\_\_\_

9 Marquan Nesbitt

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

12 DATED: October 25, 2023

13   
AUTONOMOUS INC. dba AUTONOMOUS LABS  
INC.

14 DUY HUYNH  
15 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

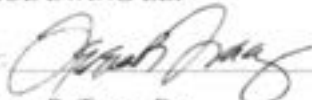
25 By: \_\_\_\_\_

26 Attorneys for Plaintiff and the Settlement Class  
27 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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;__&gt;&gt;. See the explanation below.</b></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> |
| <b>Exclude Yourself</b>                                             | <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 <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                |
| <b>Object</b>                                                       | <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.

# **EXHIBIT 3**

## Elizabeth Flores

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**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Thursday, October 26, 2023 2:35 PM  
**To:** Elizabeth Flores  
**Subject:** Thank you for your Proposed Settlement Submission

10/26/2023 02:33:54 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Attorneys\\_General\\_Act.htm&data=05%7C01%7Cliz%40zakaylaw.com%7Ccab9d8c7fa274fc51a3b08dbd66b60d6%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638339528905213455%7CUnknown%7CTWFpbGZsb3d8eyJWlIjojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=j0OIFjPnv%2Bk6yy%2FngsDkuQcWnWYqAASjvak6zyiX95g%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Cliz%40zakaylaw.com%7Ccab9d8c7fa274fc51a3b08dbd66b60d6%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638339528905213455%7CUnknown%7CTWFpbGZsb3d8eyJWlIjojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=j0OIFjPnv%2Bk6yy%2FngsDkuQcWnWYqAASjvak6zyiX95g%3D&reserved=0)

# **EXHIBIT 4**

# **EXHIBIT 5**

**Zakay Law Group, APC**  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
Fax: (858) 404-9203

---

**1. Firm Practice Areas:**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

**2. Attorney Shani O. Zakay Biography:**

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

• **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Founder, April 2018

**SILLDORF LAW, LLP**, San Diego, CA (now known as Berding & Weil)  
Partner, January 2012 – March 2018

• **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

*Honors:* Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

*Activities:* Associate Editor, *California Western Law Review*  
Legal Skills Honor Instructor for Professor Leslie Culver  
Vice President, Jewish Student Union

**SAN DIEGO STATE UNIVERSITY**, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

*Honors:* Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Spring 2016, 2018  
Moot Court Judge

**COMMUNITY LAW PROJECT**, San Diego, CA  
October 2018 – Present  
Volunteer Attorney on Employment Matters

### **3. Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)  
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, January 2021 - present

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**, San Diego, CA  
Associate, November 2019 – September 2020

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Juris Doctor, April 2019

*Honors:* Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

*Activities:* Senior Editor, *California Western Law Review*  
President, Asian Pacific American Law Students Association

**UNIVERSITY OF CALIFORNIA, RIVERSIDE**, Riverside, CA  
Bachelor of Arts: Political Science, English Literature, June 2015  
*Honors:* Dean's List

#### 4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, January 2022 – present

**GOMEZ TRIAL ATTORNEYS**, San Diego, CA

Trial Attorney, January 2021 – December 2021

- **EDUCATION**

**UNIVERSITY OF SAN DIEGO SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *cum laude*, May 2020

*Honors:* Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

*Activities:* President of External Affairs, Consumer Attorneys of USD

Competing Member, USD National Mock Trial Team

**UNIVERSITY OF SOUTHERN CALIFORNIA**, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

*Honors:* Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

#### 5. **Attorney Jaclyn Joyce Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, March 2023 – present

**LIGHTGABLER**, Camarillo, CA

Attorney, April 2019 – February 2023

**WESTON & McELVAIN** (now called Weston & Agness LLP), Los Angeles, CA  
Attorney, June 2016 – April 2019

- **EDUCATION**

**UCLA SCHOOL OF LAW**, Los Angeles, CA

Juris Doctor, *May 2012*

**NORTHWESTERN UNIVERSITY**, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Attorney Rachel Newman Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA

Associate, November 2023 – present

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *April 2023*

**UNIVERSITY OF OREGON**, Eugene, OR

Bachelor of Arts: Political Science: 2020

7. **Lead Counsel – Class Action & Representative Cases:**

1. **Hubscher v. Bodyspirit, LLC**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2016-00021261-CU-OE-CTL               |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

2. **Henry v. InMotion Entertainment Group, LLC**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | San Francisco                                               |
| <b>Case No.</b> | CGC-18-565643                                               |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**3. Moore v. Zirx Transportation**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Francisco                            |
| <b>Case No.</b> | CGC-18-566655                            |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**4. Pasallo v. GSG Protective Services**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00037611-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Break claims     |
| <b>Status</b>   | Settled                    |

**5. Villaroman v. C.C.H.C.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange County              |
| <b>Case No.</b> | 30-2018-01013128-CU-OE-CXC |
| <b>Nature</b>   | Meal/Rest Break claims     |
| <b>Status</b>   | Settled                    |

**6. Flores v. Plastic Express**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | BC719071                                |
| <b>Nature</b>   | Meal/Rest Break and minimum wage claims |
| <b>Status</b>   | Settled                                 |

**7. Tressler v. Spoonful Management**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Los Angeles            |
| <b>Case No.</b> | BC719405               |
| <b>Nature</b>   | Meal/Rest Break claims |
| <b>Status</b>   | Settled                |

**8. Leymaster v. Toms Sierra Company, Inc.**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | Placer                                                      |
| <b>Case No.</b> | SCV0041735                                                  |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**9. Murphy v. Rockler Retailer Group, Inc.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Sacramento                                                |
| <b>Case No.</b> | 34-2018-00241374                                          |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**10. Bruemmer v. Tempur Retail Stores, LLC.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Marin                                                     |
| <b>Case No.</b> | CIV1803646                                                |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**11. Christina Cummings v. G6 Hospitality, LLC**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | San Diego                                                 |
| <b>Case No.</b> | 37-2018-00056207-CU-OE-CTL<br>19CV122 GPC LL              |
| <b>Nature</b>   | Overtime and Minimum Wage claims and Meal and Rest Breaks |
| <b>Status</b>   | Settled                                                   |

**12. Nicolai Laguatan v. Prevent LSS**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | San Diego                                                 |
| <b>Case No.</b> | 37-2018-00057434-CU-OE-CTL                                |
| <b>Nature</b>   | Overtime and Minimum Wage claims and Meal and Rest Breaks |
| <b>Status</b>   | Settled                                                   |

**13. Lisa Ramirez v. Carefusion Resources, LLC**

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| <b>Court</b>    | San Diego                                           |
| <b>Case No.</b> | 37-2018-00058078-CU-OE-CTL<br>3:18-CV-02852-BEN-MSB |
| <b>Nature</b>   | Overtime and Meal and Rest Breaks                   |
| <b>Status</b>   | Settled                                             |

**14. Charles Ornelas v. C&A Transportation Services**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2018-00061289-CU-OE-CTL              |
| <b>Nature</b>   | Minimum Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                 |

**15. Luz Marin v. California Marine Cleaning**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00063483-CU-OE-CTL |
| <b>Nature</b>   | Meal Break claims          |
| <b>Status</b>   | Settled                    |

**16. Christian Van Cleave v. Sunrise Senior Living Management**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | San Diego                                     |
| <b>Case No.</b> | 37-2018-00061960-CU-OE-CTL<br>19CV0044BEN NLS |
| <b>Nature</b>   | Regular rate and meal premium miscalculation  |
| <b>Status</b>   | Settled                                       |

**17. Heather McIntyre v. JRR Enterprises**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Sacramento                         |
| <b>Case No.</b> | 34-2019-00251220                   |
| <b>Nature</b>   | Overtime and Meal and Rest Periods |
| <b>Status</b>   | Settled                            |

**18. Lori Phipps v. Soapy Joe's**

|                 |                                       |
|-----------------|---------------------------------------|
| <b>Court</b>    | San Diego                             |
| <b>Case No.</b> | 37-2019-00017673-CU-OE-CTL            |
| <b>Nature</b>   | Tip Polling and Meal and Rest Periods |
| <b>Status</b>   | Settled                               |

**19. Heather Broughton v. NFG San Francisco, LLC**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | San Francisco        |
| <b>Case No.</b> | CGC-19-574657        |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**20. Marcos Antonios v. Interface Rehab, LLC**

|                 |                                                    |
|-----------------|----------------------------------------------------|
| <b>Court</b>    | Orange County                                      |
| <b>Case No.</b> | 30-2019-01067547-CU-OE-CXC                         |
| <b>Nature</b>   | Meal and Rest Breaks and Reporting Time Violations |
| <b>Status</b>   | Settled                                            |

**21. Tiffany Rodriguez v. Circle K**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Riverside                                |
| <b>Case No.</b> | RIC 1901407<br>5:19-cv-00469             |
| <b>Nature</b>   | Overtime Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                  |

**22. Derik Scott et al. v. Ultimate Performance**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Los Angeles               |
| <b>Case No.</b> | 19STCV22823               |
| <b>Nature</b>   | Piece Rate Pay violations |
| <b>Status</b>   | Settled                   |

**23. Raymond Frazier v. Asa Carlton**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00036147-CU-OE-CTL |

|               |                |
|---------------|----------------|
| <b>Nature</b> | Overtime Wages |
| <b>Status</b> | Settled        |

**24. John Moreno v. Da Kitchen**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2019-00024885-CU-OE-CTL               |
| <b>Nature</b>   | Overtime Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                  |

**25. Penny Lane v. International Aero Clubs, LLC**

|                 |                                                      |
|-----------------|------------------------------------------------------|
| <b>Court</b>    | San Diego                                            |
| <b>Case No.</b> | 37-2019-00021793-CU-OE-CTL                           |
| <b>Nature</b>   | Meal and Rest Breaks and Regular Rate Miscalculation |
| <b>Status</b>   | Settled                                              |

**26. Amber Price v. DMSD Restaurants**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | San Diego                      |
| <b>Case No.</b> | 37-2019-00024062-CU-OE-CTL     |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**27. Jamaal Johnson v. Volt Management Corp**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 19STCV16466                   |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**28. Ezzat Menias v. All American Private Security**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Orange County                 |
| <b>Case No.</b> | 30-2019-01085120-CU-OE-CXC    |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**29. Mark Connor v. Ascendant Marketing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00026864-CU-OE-CTL |

|               |                         |
|---------------|-------------------------|
| <b>Nature</b> | Minimum Wage violations |
| <b>Status</b> | Settled                 |

**30. Niki Nunez v. Home Depot**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Joaquin               |
| <b>Case No.</b> | STK-CV-406-2019-6656      |
| <b>Nature</b>   | Overtime Wages violations |
| <b>Status</b>   | In Litigation             |

**31. Alma Salazar v. Frontier Toyota**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV20382           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**32. Josefina Garces v. Kar Auction Services**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV28489           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**33. Madison Weiss v. Niznik Behavior**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | San Diego                      |
| <b>Case No.</b> | 37-2019-00039441-CU-OE-CTL     |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**34. Jimmy Mack v. ERM Enterprises**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Sacramento                     |
| <b>Case No.</b> | 2019-00262259                  |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**35. Josefina Garces v. DriverDo**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 19STCV32773                              |
| <b>Nature</b>   | Independent Contractor Misclassification |

|               |               |
|---------------|---------------|
| <b>Status</b> | In Litigation |
|---------------|---------------|

**36. Perseus Porras v. Tantalum Restaurant**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | Los Angeles                            |
| <b>Case No.</b> | 19STCV31015                            |
| <b>Nature</b>   | Unpaid Wages + Missed Meal/Rest Breaks |
| <b>Status</b>   | Settled                                |

**37. Dorcena Deutsch v. Scripps**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Diego                              |
| <b>Case No.</b> | 37-2019-00036333-CU-OE-CTL             |
| <b>Nature</b>   | Regular Rate Miscalculation for Nurses |
| <b>Status</b>   | Settled                                |

**38. Josalyn O'Quinn v. Laugh Factory**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 19STCV28155                             |
| <b>Nature</b>   | Regular Rate Miscalculation, Wage Theft |
| <b>Status</b>   | In Litigation                           |

**39. Nicholas Leon v. Miller Event Management**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Luis Obispo                        |
| <b>Case No.</b> | 19CV-0435                              |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time, 2802 |
| <b>Status</b>   | Settled                                |

**40. Aaris Watts v. TRL Systems**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> | 30-2019-01102457-CU-OE-CXC       |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time |
| <b>Status</b>   | Settled                          |

**41. Faith Smith v. Island Pizza**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Contra Costa                |
| <b>Case No.</b> | MSC19-01654                 |
| <b>Nature</b>   | Meal/Rest Breaks, 226, 2802 |
| <b>Status</b>   | Settled                     |

**42. Johnathan Roa v. Otay Mesa Sales**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00057735-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 226      |
| <b>Status</b>   | Settled                    |

**43. Sabrina Ivon v. Sinclair Television of California**

|                 |          |
|-----------------|----------|
| <b>Court</b>    | Humboldt |
| <b>Case No.</b> | DR190699 |
| <b>Nature</b>   | Vaquero  |
| <b>Status</b>   | Settled  |

**44. Jonathan Mitchell v. Mack Trucking**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Bernardino                           |
| <b>Case No.</b> | CIVDS1928334                             |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**45. Curtis Edwards v. Resolve Group**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Francisco             |
| <b>Case No.</b> | CGC-19-579095             |
| <b>Nature</b>   | Meal & Rest Breaks + 2802 |
| <b>Status</b>   | Settled                   |

**46. Elena Kiseleva v. TotalMed Staffing, Inc**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Santa Clara                     |
| <b>Case No.</b> | 19CV354635                      |
| <b>Nature</b>   | Overtime + Meal and Rest Breaks |
| <b>Status</b>   | Settled                         |

**47. Richard Jer Vang v. Bridge Property Management**

|               |                                           |
|---------------|-------------------------------------------|
| <b>Court</b>  | Alameda                                   |
| <b>Judge</b>  | Winfred Smith                             |
| <b>Nature</b> | Off the clock work, regular rate miscalc. |
| <b>Status</b> | Settled                                   |

**48. Madison Marrero v. Stat Med**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Alameda                            |
| <b>Case No.</b> | HG19043214                         |
| <b>Nature</b>   | Unpaid Overtime + Meal/Rest Breaks |
| <b>Status</b>   | Settled                            |

**49. Brian Reyes v. Stowasser Buick-GMC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 19CV06183     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**50. Erik Foss v. Anderson Hospitality, Inc.**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Shasta                             |
| <b>Case No.</b> | 195317                             |
| <b>OPC</b>      | Wood Smith – Andrew Kleiner        |
| <b>Nature</b>   | Meal and Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                            |

**51. Griselda Duran v. EmployBridge**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Kern              |
| <b>Case No.</b> | BCV-20-101583     |
| <b>Nature</b>   | Regular Rate, 226 |
| <b>Status</b>   | In Litigation     |

**52. Luis Rendon v. Healthcare Investments, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Los Angeles          |
| <b>Case No.</b> | 20STCV39775          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**53. Richard Melead v. TVI, Inc.**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Orange                      |
| <b>Case No.</b> | 30-2020-01140887-CU-OE-CXC  |
| <b>Nature</b>   | Regular Rate, 226 (Magadia) |
| <b>Status</b>   | Settled                     |

**54. David Spencer v. Asset Gas, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024642-CU-OE-CTL |
| <b>Nature</b>   | Meal and Rest Breaks       |
| <b>Status</b>   | Settled                    |

**55. Thomas Haven v. California Vocations, Inc.**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Butte                               |
| <b>Case No.</b> | 20CV01514                           |
| <b>Nature</b>   | Regular Rate + Meal and Rest Breaks |
| <b>Status</b>   | Settled                             |

**56. Estefania Renteria v. Love's Country**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Kern          |
| <b>Case No.</b> | BCV-20-101260 |
| <b>Nature</b>   | 226           |
| <b>Status</b>   | Settled       |

**57. Rachel Latin v. OneMain General Services Corp.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Stanislaus     |
| <b>Case No.</b> | CV-20-002498   |
| <b>Nature</b>   | Dart + Magadia |
| <b>Status</b>   | Settled        |

**58. Kalaina Dula v. 2 Kings Gaming, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Merced               |
| <b>Case No.</b> | #20CV-02289          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**59. Jie Xu v. HT Multinational**

|                 |                          |
|-----------------|--------------------------|
| <b>Court</b>    | San Bernardino           |
| <b>Case No.</b> | CIV-DS2015679            |
| <b>Nature</b>   | Exempt Misclassification |
| <b>Status</b>   | Settled                  |

**60. Yvette Molina v. Hawaiian Airlines**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | Los Angeles             |
| <b>Case No.</b> | 20STCV28079             |
| <b>Nature</b>   | Meal and Rest + Magadia |
| <b>Status</b>   | Settled                 |

**61. Reinald Pillsbury v. T & T Restaurants CA**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Del Norte                       |
| <b>Case No.</b> | CVUJ-2020-1214                  |
| <b>Nature</b>   | Meal/Rest Breaks + Regular Rate |
| <b>Status</b>   | Settled                         |

**62. Luis de Jesus v. Guardian Angel Home Care**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00021049-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | Settled                    |

**63. Charles Sandlin v. Secure Nursing Services, Inc.**

|              |             |
|--------------|-------------|
| <b>Court</b> | Los Angeles |
|--------------|-------------|

|                 |              |
|-----------------|--------------|
| <b>Case No.</b> | 20STCV25675  |
| <b>Nature</b>   | Regular Rate |
| <b>Status</b>   | Settled      |

**64. Gabriel Mendez v. Bondz, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2020-0007486 |
| <b>Nature</b>   | Piece-Rate              |
| <b>Status</b>   | Settled                 |

**65. James Conley v. Siskiyou Forest Products**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Shasta                                  |
| <b>Case No.</b> | 195819                                  |
| <b>Nature</b>   | Regular Rate and Meal/Rest Breaks + 226 |
| <b>Status</b>   | Settled                                 |

**66. Alex Castellanos v. Southwest Patrol**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024905-CU-OE-CTL |
| <b>Nature</b>   | Augutus                    |
| <b>Status</b>   | Settled                    |

**67. Damien Hampton v. Pegasus Investors**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Sacramento                 |
| <b>Case No.</b> | 34-2020-00281394-CU-BT-GDS |
| <b>Nature</b>   | Unlawful Housing           |
| <b>Status</b>   | Settled                    |

**68. Tamara Perkins v. FSEI**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Sacramento       |
| <b>Case No.</b> | 34-2020-00287054 |
| <b>Nature</b>   | Regular Rate     |
| <b>Status</b>   | Settled          |

**69. Rodney Stovall v. Javelin Logistics Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG20075705         |
| <b>Nature</b>   | Meal / Rest Breaks |
| <b>Status</b>   | Settled            |

**70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-20-585787 |

|               |                       |
|---------------|-----------------------|
| <b>Nature</b> | Tip Pooling ; Magadia |
| <b>Status</b> | Settled               |

**71. Elias Kaser v. Aviation Consultants, Inc.**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> |                                  |
| <b>Nature</b>   | Meal / Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                          |

**72. Christopher Chacon v. Panda Motors, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIV DS2022220  |
| <b>Nature</b>   | Regular Rate   |
| <b>Status</b>   | Settled        |

**73. Willie Lang v. Pathways**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2019-00049969 |
| <b>Nature</b>   | Off the Clock    |
| <b>Status</b>   | Settled          |

**74. Norma Reyes v. Simpson Garden Grove, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Orange                    |
| <b>Case No.</b> | 30-2020-0117564-CU-OE-CJC |
| <b>Nature</b>   | Meal / Rest Breaks        |
| <b>Status</b>   | Settled                   |

**75. Daniel Jacobs v. Rush Media Company**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 20STCV32350                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**76. Luis Ledesma v. TVJ Sons I, Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 20CV03573     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Los Angeles        |
| <b>Case No.</b> |                    |
| <b>Nature</b>   | Off the clock work |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**78. Hector Avitia v. LAZ Parking**

|                |                            |
|----------------|----------------------------|
| <b>Court</b>   | San Diego                  |
| <b>Case No</b> | 37-2020-00030133-CU-OE-CTL |
| <b>Nature</b>  | Magadia + Augustus         |
| <b>Status</b>  | Settled                    |

**79. Sukhraj Kaur v. ACES 2020, LLC**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Contra Costa           |
| <b>Case No.</b> | C20-02482              |
| <b>Nature</b>   | Meal/Rest Breaks, 2802 |
| <b>Status</b>   | Settled                |

**80. Michael Boaventura v. Rei Do Gado**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Contra Costa               |
| <b>Case No.</b> | 37-2020-00032342-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 2802     |
| <b>Status</b>   | Litigation                 |

**81. James Rachal v. ELG Metals, Inc.**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Los Angeles                    |
| <b>Case No.</b> | 20STCV45861                    |
| <b>Nature</b>   | Meal/Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                        |

**82. Evelyn Nwansi v. Princeton Healthcare Center, LLC**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | RG20083664                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**83. Michael Ashlock v. Advantis Medical Staffing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00022305-CU-OE-CTL |
| <b>Nature</b>   | Regular Rate               |
| <b>Status</b>   | Settled                    |

**84. Moe Popal v. Ameriprise Auto & Home Insurance**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Riverside                           |
| <b>Case No.</b> | RIC2000006                          |
| <b>Nature</b>   | Exempt/Non-Exempt Misclassification |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**85. Mark Williams v. Web to Door**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | San Francisco                      |
| <b>Case No.</b> | CGC-20-588382                      |
| <b>Nature</b>   | Meal and Rest Break + Regular Rate |
| <b>Status</b>   | Settled                            |

**86. Jessica Barackman v. Teaz N Pleaz, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | El Dorado                 |
| <b>Case No.</b> | SC20200179                |
| <b>Nature</b>   | Meal/Rest Breaks, Seating |
| <b>Status</b>   | Settled                   |

**87. Nicolas Neutall v. Urban Alchemy**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Francisco                     |
| <b>Case No.</b> | CGC-20-588622                     |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**88. Courteney Arneson v. Bahn Thai, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00295429                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**89. Carlos Cortez v. M & M Automotive Group, LLC.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Alameda           |
| <b>Case No.</b> | HG21086853        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**90. Christian Soltero v. Summit Pizza West, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00001288-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 2698     |
| <b>Status</b>   | Settled                    |

**91. Traci Pollinger v. Hoehn Motors, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00003888-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01181315-CU-OE-CXC |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | Settled                    |

**93. Shasta Collins v. Hilton Management, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**94. Amanda Hernandez v. Parenting Network, Inc.**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Tulare                 |
| <b>Case No.</b> | VCU287027              |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | Settled                |

**95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Monterey          |
| <b>Case No.</b> | 21CV001535        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | Settled           |

**96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Sacramento             |
| <b>Case No.</b> | 34-2021-00301656       |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | Settled                |

**97. Pedro Rodriguez v. R.M. Parks Place, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2021-0006050 |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA  |
| <b>Status</b>   | Settled                 |

**98. David Ezell v. Diab Leasing, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Sacramento                        |
| <b>Case No.</b> | 34-2021-00305329                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**99. Bria Ware v. Shake Shack Enterprise, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 21CV002063                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**100. Latisha Anderson v. Barton Meyers Associates, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV43314                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**101. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | 21CV003531                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**102. Jermell Jones v. Greenlawn Funeral Homes**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Kern                                    |
| <b>Case No.</b> | BCV-21-102356                           |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**103. Jesus Marin v. Chipotle Services, LLC.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Diego                         |
| <b>Case No.</b> | 37-2021-00051618                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**104. Daniel Rosas v. WSD Engineering, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21086699                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**105. Isaiah Davis v. RPM Juice, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | 21STCV14755                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**106. Christiane Hilden v. Oakwood Village, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Placer       |
| <b>Case No.</b> | S-CV-0046676 |
| <b>Nature</b>   | PAGA         |
| <b>Status</b>   | Settled      |

**107. Jose Garcia v. Ferma Greenbox**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG21101104         |
| <b>Nature</b>   | Unpaid Wages, PAGA |
| <b>Status</b>   | Settled            |

**108. Brittney Jones v. ASD6**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016864-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**109. Melina Wilson v. Spreen Honda**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2119857   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**110. Anthony Lopez v. Ferro Automotive**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Solano        |
| <b>Case No.</b> | FCS056580     |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**111. Michael Nash v. K. Hovnanian**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Riverside                               |
| <b>Case No.</b> | RIC2003319                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**112. Katsiaryna Karnachova v. INTO North America, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00023758-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**113. Emily Tolosa v. Kensington Redwood City, LLC**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Court</b>    | San Mateo                                                  |
| <b>Case No.</b> | 21-CIV-03030                                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                                    |

**114. Gabriel Guzman v. Vulcan Materials Company**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00024583-CU-OE-CTL |
| <b>Nature</b>   | Unpaid Wages, PAGA         |
| <b>Status</b>   | Settled                    |

**115. Cristal Rodriguez v. EAH , Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Cruz                              |
| <b>Case No.</b> | 21CV00884                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**116. Natalie Chrestensen v. Northeastern Rural Health Clinics**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Lassen                                  |
| <b>Case No.</b> | 63703                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**117. Khozama Almahdi v. Vitamin Shoppe Industries**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Santa Clara |
| <b>Case No.</b> | 20CV365150  |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**118. Omar Vejar v. Fineline Woodworking, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Orange                                  |
| <b>Case No.</b> | 30-2021-01208607-CU-OE-CXC              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**119. Janelle Harris v. 7Cuts, LLC**

|              |              |
|--------------|--------------|
| <b>Court</b> | Contra Costa |
|--------------|--------------|

|                 |                                                   |
|-----------------|---------------------------------------------------|
| <b>Case No.</b> | MSC21-01375                                       |
| <b>Nature</b>   | Meal/Rest Breaks, Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                                           |

**120. Claudia Nunez v. The Whole Child**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV25160                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**121. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Solano                                  |
| <b>Case No.</b> | FCS056804                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**122. Michael Harrington v. Genesis Private Security**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Alameda        |
| <b>Case No.</b> | RG21105476     |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**123. Robert Baray v. Curation Foods**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Barbara                           |
| <b>Case No.</b> | 21CV2834                                |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**124. James Aguilar v. T & K**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Santa Clara                                                        |
| <b>Case No.</b> | 21CV384674                                                         |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA |
| <b>Status</b>   | Settled                                                            |

**125. Arthur Gutierrez v. Anning Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Los Angeles        |
| <b>Case No.</b> | 21PSCV00785        |
| <b>Nature</b>   | Unpaid Wages, PAGA |
| <b>Status</b>   | Settled            |

**126. Phillip Soto v. Niki Investments**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Orange                                  |
| <b>Case No.</b> | 30-2021-01213064-CU-OE-CXC              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**127. John Icabalceta v. Integrated Protection Corp.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV28920                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**128. Jose Garcia v. Pacific Shellfish Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00021898-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**129. Geneva Putman v. Winco Holdings, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Sacramento                              |
| <b>Case No.</b> | 2:21-cv-01760-MCE-JDP                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**130. Alahjah Brown v. NRI USA, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB0228407   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**131. Isabella Ruiz v. Tiwana & Sons, Inc.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Joaquin                       |
| <b>Case No.</b> | STK-CV-400-2021-6420              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**132. Tausha Griswold v. Savings Bank of Menocino County**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Mendocino                       |
| <b>Case No.</b> | 21CV00670                       |
| <b>Nature</b>   | Wage Statement Violations, PAGA |
| <b>Status</b>   | Settled                         |

**133. Dino Desanctis v. Douglas Products and Packaging Company, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Contra Costa                            |
| <b>Case No.</b> | C21-01874                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**134. Joe Moreno v. Rambo, LLC.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00038129-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | In Litigation              |

**135. Sara Chiu v. Cornish & Carey (NewMark)**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 34-2021-00295429                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**136. Norman Respass v. The Scion Group**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Eastern District                        |
| <b>Case No.</b> | 2:20-cv-02307-MCE-JDP                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**137. Jalil Hasim v. The Davey Tree Expert Company**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | CGC-21-595544                           |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**138. Devin Terrell v. KaiserAir**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21113701                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**139. Michelle Lee v. Aveanna Healthcare AS, LLC**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Santa Clara |
| <b>Case No.</b> | 21CV387081  |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**140. Annklein Pacia v. Kilroy Realty, L.P.**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | Los Angeles                                   |
| <b>Case No.</b> | 21STCV20624                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA |
| <b>Status</b>   | Settled                                       |

**141. Lydia Wedan v. Lakeport Post Acute, LLC**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Lake                              |
| <b>Case No.</b> | CV-422113                         |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**142. Dante Henderson v. Bizon Group, Inc.**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Alameda                                                            |
| <b>Case No.</b> | HG21115170                                                         |
| <b>Nature</b>   | Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                                            |

**143. Noemy Flores v. Aven Group, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 21STCV36642  |
| <b>Nature</b>   | Wage Order 5 |
| <b>Status</b>   | Settled      |

**144. Alissa Whitney v. Five J's Family Enterprises**

|                 |                                                            |
|-----------------|------------------------------------------------------------|
| <b>Court</b>    | San Bernardino                                             |
| <b>Case No.</b> | CIVSB 2129063                                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA |
| <b>Status</b>   | Settled                                                    |

**145. Ricardo Rodriguez v. Employbridge**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Ventura                    |
| <b>Case No.</b> | 56-2021-00559039-CU-OE-VTA |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**146. Amanda Patterson v. RCSH Operations, Inc.**

|                 |                                                                    |
|-----------------|--------------------------------------------------------------------|
| <b>Court</b>    | Contra Costa                                                       |
| <b>Case No.</b> | MSC21-02077                                                        |
| <b>Nature</b>   | Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**147. Tyra Toler v. Total Testing Solutions LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV38452                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**148. Juanita Allen v. Nissan of Stockton**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | San Joaquin          |
| <b>Case No.</b> | STK-CV-UOE-2021-8956 |
| <b>Nature</b>   | PAGA                 |
| <b>Status</b>   | In Litigation        |

**149. Paola Villalvazo v. SK Market Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 21STCV39911 |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**150. Luke Delacruz v. Walmart (Bonobos)**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2021-00046421-CU-OE-CTL              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**151. Tanya Ripley v. Cerner Corp.**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Placer                            |
| <b>Case No.</b> | S-CV-0045961                      |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

**152. Powell v. Core Community Organized Relief Effort**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Francisco    |
| <b>Case No.</b> | CGC-21-596527    |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | Settled          |

**153. Toshi Magee v. Children's Dentistry and Orthodontics**

|                 |            |
|-----------------|------------|
| <b>Court</b>    | Merced     |
| <b>Case No.</b> | 21CV-03773 |

|               |                     |
|---------------|---------------------|
| <b>Nature</b> | Regular Rate of Pay |
| <b>Status</b> | In Litigation       |

**154. Alisa Alvarez v. SLO Arches, Inc.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Luis Obispo  |
| <b>Case No.</b> | 21CV-0533        |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | Settled          |

**155. Perla Rodriguez Gonzales v. CM School Supply, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2133207   |
| <b>Nature</b>   | Rounding       |
| <b>Status</b>   | In Litigation  |

**156. Parastoo Maboudi v. The Neiman Marcus Group LLC**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Santa Clara                        |
| <b>Case No.</b> | 22CV391973                         |
| <b>Nature</b>   | Regular Rate of Pay Miscalculation |
| <b>Status</b>   | Settled                            |

**157. Michael Hillstrom v. Constellation Brands, Inc. et al.**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Napa                |
| <b>Case No.</b> | 22CV000006          |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | Settled             |

**158. Chanda Young v. Breakfast Republic**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2022-00005487-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Break            |
| <b>Status</b>   | Settled                    |

**159. Maria Tabarez v. Alta Hospitals System LLC**

|                 |                 |
|-----------------|-----------------|
| <b>Court</b>    | Los Angeles     |
| <b>Case No.</b> | 5220001658      |
| <b>Nature</b>   | Meal/Rest Break |
| <b>Status</b>   | In Litigation   |

**160. Luther Roddy v. O'Neil Beverages**

|                 |            |
|-----------------|------------|
| <b>Court</b>    | Marin      |
| <b>Case No.</b> | CIV2200067 |

|               |         |
|---------------|---------|
| <b>Nature</b> | Various |
| <b>Status</b> | Settled |

**161. David Stevens v. Kamps Propane, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016367-CU-OE-CTL |
| <b>Nature</b>   | Various                    |
| <b>Status</b>   | In Litigation              |

**162. Veronica Maravilla v. Venus Et Fleur, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016367-CU-OE-CTL |
| <b>Nature</b>   | Various                    |
| <b>Status</b>   | Settled                    |

**163. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV18688 |
| <b>Nature</b>   | Various     |
| <b>Status</b>   | Settled     |

**164. Daraka Banks v. General Motors LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Bernardino   |
| <b>Case No.</b> | CIVSB2203661     |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | In Litigation    |

**165. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2022-0000452 |
| <b>Nature</b>   | Regular Rate of Pay     |
| <b>Status</b>   | Settled                 |

**166. Tyler Sneed v. Sunroad Auto, LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00007661 |
| <b>Nature</b>   | Various          |
| <b>Status</b>   | In Litigation    |

**167. Halie Williamson v. Stan Hotel**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Stanislaus   |
| <b>Case No.</b> | CV-21-006861 |

|               |                   |
|---------------|-------------------|
| <b>Nature</b> | Meal/Rest Periods |
| <b>Status</b> | In Litigation     |

**168. Andrew Hernandez v. USGI dba Upland Group**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Orange           |
| <b>Case No.</b> | 30-2022-01250099 |
| <b>Nature</b>   | Augustus         |
| <b>Status</b>   | In Litigation    |

**169. Alexa Lowe v. Ash's First LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00010114 |
| <b>Nature</b>   | Various          |
| <b>Status</b>   | In Litigation    |

**170. Marquan Nesbitt v. Autonomous, Inc.**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | San Bernardino      |
| <b>Case No.</b> | CIVSB2204742        |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | Settled             |

**171. Luis De Jesus Claudio v. Uni Care Home Health Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2022-00003063-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | Settled                    |

**172. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2207363   |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**173. Serenity Jean Dewolf v. Mountain Counties Supply Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Siskiyou           |
| <b>Case No.</b> | SCCV-CVCV-2022-329 |
| <b>Nature</b>   | Meal/Rest Breaks   |
| <b>Status</b>   | In Litigation      |

**174. Jeannete Gomes v. Homeaglow Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Joaquin / Los Angeles |
| <b>Case No.</b> | 22STCV27159               |

|               |                                          |
|---------------|------------------------------------------|
| <b>Nature</b> | Independent Contractor Misclassification |
| <b>Status</b> | In Litigation                            |

**175. Manuel Villa v. Trillium Pumps USA, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Fresno      |
| <b>Case No.</b> | 22CECG01104 |
| <b>Nature</b>   | Rounding    |
| <b>Status</b>   | Settled     |

**176. Kimberlee Califano v. Alvarado Parkway Institute Behavioral Health Systems et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2021-00021168 |
| <b>Nature</b>   | Meal/Rest Break  |
| <b>Status</b>   | Settled          |

**177. Alan Carrillo Rodriguez v. Titan Workforce**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2022-0003036 |
| <b>Nature</b>   | Meal/Rest               |
| <b>Status</b>   | Settled                 |

**178. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-599270 |
| <b>Nature</b>   | Rounding      |
| <b>Status</b>   | Settled       |

**179. Manuel Fimbres et al. v. Dreamstyle Remodling of California, LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00013690 |
| <b>Nature</b>   | Piece-Rate       |
| <b>Status</b>   | Settled          |

**180. Abigail Chamberlan v. Classic VMS, Inc. et al.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Yolo        |
| <b>Case No.</b> | CV2022-0652 |
| <b>Nature</b>   | Meal/Rest   |
| <b>Status</b>   | Settled     |

**181. Marvin Glenn Holloway v. Water Damage Rescue, Inc.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Sacramento       |
| <b>Case No.</b> | 34-2022-00319781 |

|               |                  |
|---------------|------------------|
| <b>Nature</b> | Meal/Rest Breaks |
| <b>Status</b> | Settled          |

**182. John Schilder v. Tenderloin Neighborhood Development Corporation**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-599603 |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

**183. Kira Chambers v. Bass Medical Group**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Contra Costa                             |
| <b>Case No.</b> | C22-01058                                |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**184. Oscar Almanza v. Hope of the Valley Rescue Mission**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV17591 |
| <b>Nature</b>   | Rounding    |
| <b>Status</b>   | Settled     |

**185. Janene J. Caracaus v. Danny's Home Health Care Inc.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00020531 |
| <b>Nature</b>   | Piece Rate       |
| <b>Status</b>   | In Litigation    |

**186. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 22STCV18259                   |
| <b>Nature</b>   | COVID-Screening Off-The-Clock |
| <b>Status</b>   | In Litigation                 |

**187. Jesus Garica v. The Beach Chalet, L.P.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-600090 |
| <b>Nature</b>   | Meal/Rest     |
| <b>Status</b>   | In Litigation |

**188. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV12086 |

|               |                |
|---------------|----------------|
| <b>Nature</b> | Wage Statement |
| <b>Status</b> | Settled        |

**189. Kyle Richard Dawkins v. Coalition For Responsible Community Development**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV19341   |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

**190. Brennan Howard v. Koulax Enterprises**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Los Angeles      |
| <b>Case No.</b> | 21GDCV01154      |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | In Litigation    |

**191. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Riverside      |
| <b>Case No.</b> | CVRI2202569    |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | In Litigation  |

**192. Kaliyah Martin v. Blend Labs et al.**

|                 |                              |
|-----------------|------------------------------|
| <b>Court</b>    | San Francisco                |
| <b>Case No.</b> | CGC-22-600420                |
| <b>Nature</b>   | Regular Rate Miscalculations |
| <b>Status</b>   | Settled                      |

**193. Cesar Cando v. Academy Valet Parking Service, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV21833 |
| <b>Nature</b>   | Various     |
| <b>Status</b>   | Settled     |

**194. Carlos Pinkney v. Patrol Masters Security Services, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01213869-CU-OE-CXC |
| <b>Nature</b>   | Labor Code 204             |
| <b>Status</b>   | In Litigation              |

**195. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Stanislaus   |
| <b>Case No.</b> | CV-22-003127 |

|               |                 |
|---------------|-----------------|
| <b>Nature</b> | Meal/Rest Break |
| <b>Status</b> | In Litigation   |

**196. Brad Klein v. Redzone Security Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Riverside     |
| <b>Case No.</b> | CVRI2202841   |
| <b>Nature</b>   | Augustus      |
| <b>Status</b>   | In Litigation |

**197. Steve Martinez v. Radiant Services Corp.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV23115   |
| <b>Nature</b>   | Off-the-Clock |
| <b>Status</b>   | In Litigation |

**198. Daniel Kennedy v. HCL America Solutions Inc. et al.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-603642 |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

**199. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.**

|                 |           |
|-----------------|-----------|
| <b>Court</b>    | Nevada    |
| <b>Case No.</b> | CU0000023 |
| <b>Nature</b>   | Various   |
| <b>Status</b>   | Settled   |

**200. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV13175   |
| <b>Nature</b>   | Rounding      |
| <b>Status</b>   | In Litigation |

**201. Britney Clarke v. St. Anne's Maternity Home et al.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 22STCV14674  |
| <b>Nature</b>   | Wage Order 5 |
| <b>Status</b>   | Settled      |