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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,

Defendants.

Case No. CIVSB2204742

[PROPOSED] JUDGMENT

Date: April 18, 2024

Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on April 18, 2024, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Settlement Class is defined as all non-exempt employees who are or previously were employed by
10 Defendant Autonomous, Inc., dba Autonomous Labs Inc., at any time during the period from March
11 28, 2018, through August 31, 2023, ("Class Period").

12 2. All persons who meet the foregoing definition are Settlement Class Members, except
13 for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and each
24 Settlement Class Member who has not validly opted out has released the "Released Parties" from
25 the "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all class claims alleged in the
28 operative Complaint which occurred during the Class Period, and expressly excluding all other

1 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
2 disability, social security, workers' compensation, and class claims outside of the Class Period.

3 (b) The "Released Parties" are defined as Defendant.

4 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
5 Labor and Workforce Development Agency ("LWDA"), the State of California, and the "Aggrieved
6 Employees" have released the Released Parties from the "Released PAGA Claims" for the "PAGA
7 Period" as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

9 (a) The "Aggrieved Employees" are defined as all non-exempt employees who
10 are or previously were employed by Defendant and performed work in California during the PAGA
11 Period.

12 (b) The "PAGA Period" is defined as the period beginning between January 18,
13 2021, to August 31, 2023.

14 (c) The "Released PAGA Claims" are defined as all PAGA claims alleged in the
15 operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
16 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
17 termination, unemployment insurance, disability, social security, workers' compensation, and
18 PAGA claims outside of the PAGA Period.

19 9. This Court hereby grants final approval and awards the following: (i) One Hundred
20 and Seven Thousand Five Hundred Dollars and Zero Cents (\$107,500.00) for the Attorneys Fees
21 and Expenses comprised of one-third of the Gross Settlement Amount, or Eighty Seven Thousand
22 Five Hundred Dollars and Zero Cents (\$87,500.00) ("Attorneys' Fees") and Attorney expenses in
23 the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Attorneys' Expenses"); (ii)
24 the Service Award to Class Representative, Marquan Nesbitt, in the amount of Ten Thousand
25 Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) Claims Administration
26 Costs of Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) to Apex Class Action
27 LLC; (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Payment) to
28 the Labor and Workforce Development Agency ("LWDA Payment"); and Five Thousand Dollars

1 and Zero Cents (\$5,000.00) (25% of the PAGA Payment) allocated to the Aggrieved Employees
2 (“PAGA Penalties”).

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
4 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
5 section 2699(1)(3).

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
7 **ORDERED.**

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9 DATED: _____, 2024

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Hon. Joseph T. Ortiz
JUDGE OF THE SUPERIOR COURT

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