

MOUTON LAW
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Attorney for Plaintiff
KYLE COLUMBUS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

KYLE COLUMBUS, an individual on
behalf of himself, all others similarly
situated, and all other aggrieved employees,

Plaintiff.

v.

TUSIMPLE, INC., a California
Corporation, TUSIMPLE HOLDINGS,
INC., a Delaware Corporation, CHENG
LU, an individual, CREATEAI
HOLDINGS, INC., a Delaware
Corporation, CREATEAI, INC., a
California Corporation, and DOES 2-20,
inclusive,

Defendants.

CASE NO.: 37-2024-00005314-CU-OE-CTL

**DECLARATION OF KYLE COLUMBUS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Dep't: C-74
Judge: Hon. Blaine K. Bowman

Date: June 5, 2026
Time: 8:30 AM

Complaint Filed: February 5, 2024

1 I, Kyle Columbus, declare and state as follows:

2 1. I am a citizen of the United States, over the age of 18, and the Plaintiff in this
3 Action. I have first-hand personal knowledge of the facts stated in this declaration unless
4 otherwise noted. If called to testify, I could and would competently testify as to those facts. I
5 submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action
6 Settlement.

7 2. I worked for Defendants from on or around February 16, 2021, until February 2,
8 2024. On June 16, 2023, Defendants sent me a letter concerning that year's bonus ("2023 Bonus
9 Plan"). As it explained, there would be a retention component for 2023. As a result, while the
10 2023 Bonus Plan promised me a bonus of "~24% (of [my] annual salary) or \$50,000.00," it broke
11 that payment up into two components. \$35,000 would be "time based," while the remaining
12 \$15,000 was "performance based." Additionally, the 2023 Bonus Plan claimed it would help get
13 "[c]ash in [my] pocket earlier" by bifurcating the bonus into separate payments. Finally, the letter
14 promised me that "in the event there is a company restructuring event that impacts your position,
15 your retention package will be prorated for how long you have stayed, in addition to any other
16 restructuring-related programs" including "severance." A true and correct copy of this letter is
17 attached hereto as **Exhibit A**.

18 3. On December 4, 2023, I received a WARN Notice informing me that my
19 "employment with the Company will terminate on February 2, 2024." A true and correct copy of
20 that notice is attached hereto as **Exhibit B**.

21 4. On or around December 15, 2023, I received the first payment of my annual
22 bonus. Five days later, I sent an e-mail to "answers@tusimple.ai" requesting that the Company
23 confirm whether the second payment will be made on my last day on February 2, 2024; or the
24 original planned payout date of March 15, 2024. The Company responded that the "decision
25 from leadership is that only the December installment (through the 15th) will be paid" and "that
26 the decision on this is final and non-negotiable." A true and correct copy of this correspondence
27 is attached hereto as **Exhibit C**.

1 5. I then retained Stacey Mouton of Mouton Law to pursue claims relating to
2 Defendants' failure to pay out the full bonus promised to me and my co-workers. Based upon
3 my experience and knowledge of Defendants' pay and employment practices, I have worked with
4 Ms. Mouton to bring claims on behalf of Defendants' other employees, which form the basis of
5 this lawsuit.

6 6. My interests as the named Plaintiff in this litigation are not adverse to the interests
7 of the other employees. Rather, they are the same, as it is my understanding that we all received
8 letters with largely identical language from Defendants, and all seek the unpaid portion of the
9 promised bonuses.

10 7. I have always put the best interests of the other employees first while performing
11 my duties as the proposed class representative. I have been committed to vigorously prosecuting
12 this case on behalf of the other employees. I have always been in contact with my attorney
13 Stacey Mouton to keep apprised of the status of this case and to answer any questions she may
14 have about my experience working for Defendants. I believe I have demonstrated my ability to
15 advocate the interests of the other employees by initiating this lawsuit and assisting Ms. Mouton
16 with her investigation and discovery.

17 8. I will continue to assist Ms. Mouton with this case in any way I can, including
18 attending the Final Approval Hearing on behalf of the class. I will do my best to ensure that all
19 class members in this case are treated equally and fairly in all aspects of this case. And I will
20 continue to refuse to compromise the claims of the class for my own benefit—just as I did during
21 the Parties' July 3, 2025, mediation, when I insisted on negotiating on behalf of the class only,
22 even when Defendants proposed an individual settlement.

23 9. I am in no way related to anyone associated with Mouton Law. I originally
24 contacted Mouton Law to speak with an attorney about my employment with TuSimple. I
25 explained that I believed the Company's decision not to pay out my full 2023 bonus violated my
26 rights and the rights of my co-workers, and that the majority of those laid off in early 2024 were
27

1 likely subject to the same injury I had suffered. I told my attorney I wanted to pursue this Action
2 on behalf of myself and the other affected employees.

3 10. When TuSimple terminated my employment in early 2024, the Company offered
4 me a separation agreement. Signing that agreement would have entitled me to severance—but
5 only in exchange for a broad general release of all claims related to my employment, including
6 the very unpaid-bonus claim I intended to bring. Based on the records produced in this Action, I
7 understand that of the approximately 100 participants in the 2023 Bonus Retention Program who
8 were terminated, every one of them except for me and my co-worker Stephen Horton signed the
9 separation agreement and received severance. I refused to sign because doing so would have
10 forced me to release the claims I intended to pursue on behalf of myself and the rest of the class.
11 I knew at the time that this decision meant forgoing the severance the Company would otherwise
12 have paid me—and I made it knowingly, accepting that financial consequence in order to remain
13 free to bring this Action.

14 11. As part of the Settlement, I will receive an individual Severance Payment of
15 \$16,123.84. Settlement Agreement § 3.2.1. My understanding is that this payment is not a
16 preferential award to me as the named Plaintiff. Rather, it is a true-up—an amount intended to
17 place me on equivalent footing with the other class members who received severance from
18 TuSimple when they signed the separation agreements that I refused to sign. But for my decision
19 to forgo severance in order to preserve the class’s claims, I would have received severance like
20 every other terminated class member did. Additionally, as the letter attached as Exhibit A makes
21 clear, I was entitled to my bonus “in addition to any other restructuring-related programs (i.e.,
22 severance[)]”. In other words, the bonus and the severance were never alternatives—they were
23 separate, independently owed components of my compensation. By declining to sign the
24 separation agreement so that I could pursue the unpaid bonus on behalf of the Class, I gave up the
25 severance component that TuSimple had already represented would be paid in addition to my
26 bonus. The Severance Payment in the Settlement restores that component, which all but one of
27 the other Class Members received, and nothing more.

1 12. Before hiring an attorney, I spent approximately eight hours researching both the
2 law and the attorneys who specialize in this area. I was careful in selecting counsel and contacted
3 my professional network in the legal field to help me identify an attorney I felt comfortable would
4 properly represent the class and me. After selecting Mouton Law, I spent over two hours
5 discussing my experiences at TuSimple with my attorney, my interest in pursuing the lawsuit, and
6 the duties I would have as a class representative.

7 13. After the initial consultation, I reviewed the paperwork sent to me and agreed to
8 become the class representative. In doing so, I assumed a fiduciary role to the class. I agreed to:
9 (1) consider the interests of the class just as I would consider my own interests and, in some
10 cases, to put the interests of the class before my own; (2) actively participate in the lawsuit, as
11 necessary, by among other things, answering interrogatories, producing documents to Defendants,
12 and giving testimony if requested; (3) travel to give such testimony; (4) recognize and accept that
13 any resolution of the lawsuit by dismissal or settlement is subject to court approval and must be
14 designed in the best interest of the class as a whole; (5) follow the progress of the lawsuit and
15 provide all relevant facts to my attorneys; (6) champion many other people with similar claims
16 because of the importance of the case and the necessity that all class members benefit from the
17 lawsuit; and (7) fight for a resolution in which the individual recoveries to each class member,
18 including me, may be relatively small.

19 14. Throughout the course of the litigation, I adhered diligently to my role as the class
20 representative, and took my role as Class Representative seriously. This included, among other
21 things, responding to and reviewing discovery; preparing for my anticipated deposition;
22 reviewing the documents produced by Defendants; searching for, contacting, and speaking with
23 putative class members; informing them about the lawsuit and updating them on its progress;
24 asking them to contact my attorneys to provide information; and answering their questions.

25 15. Prior to filing the lawsuit, I spent approximately three hours retrieving copies of
26 my wage statements and communications concerning TuSimple's refusal to payout my full bonus.
27

1 I spent another four hours speaking with former co-workers about issues they were having with
2 being paid their full bonus.

3 16. Early in the litigation, I spent approximately four and a half hours per month—
4 approximately nine hours in total—reaching out to potential class members and responding to
5 their questions about the lawsuit.

6 17. As part of discovery, I spent over six hours searching through my files to locate
7 records relating to my employment, emails, and payroll documents. I spent another two hours
8 asking my former co-workers whether they had access to their own documents as well.

9 18. I spent thirteen hours reviewing, working with my attorney, and responding to
10 Defendants' discovery requests. I also spent approximately five hours reviewing Defendants'
11 discovery responses.

12 19. I prepared to have my deposition taken. I spent approximately seven hours over a
13 two-day period preparing with my attorney, including reviewing my records, my discovery
14 responses, Defendants' discovery responses, and the documents produced in this Action.

15 20. I regularly spoke with my attorney to discuss various aspects of the case during the
16 course of the litigation so that I could meet my obligations as class representative. I spent
17 approximately six hours over the course of the litigation receiving status updates.

18 21. I spent approximately five hours preparing for the July 3, 2025 mediation; another
19 five hours appearing in person at the mediation; and remained readily available for an additional
20 four hours after leaving the mediation to answer my attorney's follow-up questions and points of
21 clarification.

22 22. I spent over seven and a half hours reviewing the Settlement-related documents
23 and discussed them with my attorneys, raising questions and concerns as they arose. I have read
24 the Class Action and PAGA Settlement Agreement and the proposed Class Notice, and I support
25 the Settlement. I believe it represents a fair, adequate, and reasonable resolution of the claims
26 brought on behalf of myself and the class.

23. I respectfully request that the Court approve a Class Representative Service Payment of \$15,000. I make that request based on the time and effort I have devoted to this case, as described above; the financial and reputational risk I have undertaken in serving as the named Plaintiff as, since my termination, I have been unable to find comparable employment, which I attribute in substantial part to my role as the named Plaintiff in this Action and knowingly accepted that risk when I filed this case; my decision to forgo severance in order to remain free to pursue the unpaid-bonus claims on behalf of the class; and my insistence at mediation on negotiating only on behalf of the class rather than accepting an individual settlement.

I declare under penalty of perjury under the laws of California, that the foregoing is true and correct, and that this declaration was executed on 05 / 13 / 2026, in San Diego, California.

By: Kyle Columbus

Kyle Columbus

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EXHIBIT A

EXHIBIT A



1

June 16, 2023

Columbus, Kyle
100893

Your Total Rewards - For Everything You Do:

You are a key person on our TuSimple team. Thank you for your hard work and dedication to our mission.

Your annual total rewards are a reflection of your important role and your performance within TuSimple. TuSimple is proud of the total-rewards package it is able to offer our colleagues.

Your Total Rewards is much more than estimated base pay and bonus. As a member of the TuSimple team, you enjoy other benefits including 100% paid family healthcare, work meals & snacks, cellphone, commuter and gym stipends, and a great office working environment. TuSimple colleagues also enjoy a higher-than-market amount of vacation time and holidays.

This year we have put in place a retention program to retain key talent such as yourself. Please note: For this year only, this retention program **replaces** the normal bonus portion of your Total Rewards.

2023 Retention Program ("Program")

Our Board of Directors approved Management's request for a major retention program this year. This program is based on incentivizing retention and driving the best performance of each team member. We want to maintain a robust pay-for-performance culture as TuSimple navigates the current economy and industry conditions.

Plan Overview

- **Cash Bonus:** This year's bonus consists of a time-based and an individual performance-based component. For this year only, **company performance will not impact this year's bonus.**

- Your bonus will be: ~24% (of your annual salary) or \$50,000.00 per your latest base salary and is divided into two portions:
 - 70% of this bonus is time-based: you will receive this amount based on your employment at TuSimple and continued contributions over a certain time period.
 - 30% of this bonus will be individual performance based - in other words, you are eligible for this portion based on your personal performance to the measurable goals you and your manager set through the performance management process.
 - **Your cash bonus will not be impacted by company results.**
- **Cash in your pocket earlier:** We have an attractive payment schedule as follows:
 - 50% December 15, 2023, 50% March 15, 2024
 - For added protection to you, in the event there is a company restructuring event that impacts your position, your retention package will be prorated for how long you have stayed, in addition to any other restructuring-related programs (i.e., severance, COBRA, WARN pay continuation).
- **Equity award:** As part of your rewards this year, you will also receive a grant of restricted stock units (RSUs), which is a right to receive shares of TSP stock that vest over time. This special award will totally vest within 12 months of your grant. Normally, publicly traded companies have a four-year vesting period.
- Your total RSU reward will be: 5,000 RSUs.
 - At \$2.00 a share, this grant translates to a \$10,000.00 total rewards value.
 - Any upside on the stock will increase the value of your award.
 - This grant will vest quarterly in a year (25% each quarter) so you will be fully vested (own) your entire grant after 12 months.

Your Total Rewards - Next 12 months all-In:

Your focus and passion help us succeed, so we have made it easier for you to see how you're rewarded for that effort. The summary below provides a snapshot of the key components that make up your estimated Total Rewards package.

• Annual Base:	\$210,779.97
• Retention Cash Bonus (time based):	\$35,000.00
• Retention Cash Bonus (performance based):	\$15,000.00
• RSU Award:	\$10,000.00 (1)
• Health Insurance:	\$5,128.33 (2)
• Other Benefits:	<u>\$14,339.00 (3)</u>
Your Total TuSimple Rewards Value	\$290,247.30

1. The dollar value of this 1-year RSU award was determined using a \$2.00 per share valuation. This estimation does not include any value derived from the vesting of your current unvested RSUs.
2. Estimated based on your individual health plan election
3. Estimated based on the average benefit of all major employee benefit programs (excluding health insurance), i.e., dental & vision, employee meals, cellphone & gym stipends, among others.

EXHIBIT B

EXHIBIT B

Notice of Layoff Pursuant to the Worker Adjustment and Retraining Notification (WARN) Act

1 message

kristina.lee@tusimple.ai <kristina.lee@tusimple.ai>
To: k.columbus@gmail.com

Mon, Dec 4, 2023 at 7:24 AM

NOTICE OF LAYOFF TO AFFECTED EMPLOYEES PURSUANT TO THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION (WARN) ACT

December 4, 2023

Via Personal Email

Dear Kyle:

Today, we are notifying you that TuSimple, Inc. ("the Company") will be conducting a reduction in its workforce based on current and forecasted business conditions affecting the Company.

After careful consideration of these conditions and the needs of the Company, the employment of certain Company employees at the following locations (including remote employees reporting into these locations) will be terminated:

9191 Towne Centre Dr., San Diego, CA 92122

9538 E Old Vail Rd., Tucson, Arizona 85747

This notice, which is issued in compliance with the Worker Adjustment and Retraining Notification (WARN) Act, is to inform you that you are one of the employees affected by this action. In accordance with the WARN Act, you are hereby being given 60 days' notice that your employment with the Company will terminate on **February 2, 2024**.

For the duration of your employment, you will continue to receive your current pay and benefits in accordance with the Company's regular payroll and benefits practices (subject to benefit plan changes affecting the Company generally). However, unless you are notified otherwise, you will not be required or asked to perform any work on behalf of the Company during this 60 day period. You may, however, be contacted on occasion during this time regarding work-related questions and inquiries as necessary.

All Company-owned equipment or documents in your possession must be returned. You will be provided with instructions in a separate communication regarding how to return these items.

Your access to Company systems will be terminated as of today. However, through the remainder of your employment, you will continue to have limited access to Dayforce using your Dayforce ID and password.

Please note that during the notice period, you remain an at-will employee and continue to be subject to all Company policies, including the prohibition on holding employment elsewhere while employed by the Company. If you do obtain other employment at some point before February 2, 2024, you are required to immediately inform the Company by sending an email notification to answers@tusimple.ai. The termination of your employment relationship with the Company will be effective as of the date you provide such notice or your first day of employment elsewhere, whichever is sooner.

Please also be reminded that during this period, you continue to be subject to the confidentiality terms of your Proprietary Information and Inventions Agreement with the Company, including with regard to the Company's proprietary information. Further, please be advised that this obligation continues even after you leave your employment at the Company. Additionally, if you have received a document preservation request or legal hold, the obligations to preserve all documents, including those stored locally on your laptop, will continue to apply for the duration of your employment.

On February 2, 2024 (or earlier, if your employment is terminated prior to that date), you will receive final pay through your last day of employment, along with any accrued and unused paid time off, as applicable. Please note that the termination of your employment will be permanent, and you will not have any bumping rights that will allow you to continue your employment with the Company.

If you have any questions regarding how the reduction in force affects you or the contents of this Notice, please do not hesitate to send an email to answers@tusimple.ai for response by our HR team.

Thank you for your contributions to TuSimple. We wish you the best in your future endeavors.

Sincerely,

Cheng Lu
CEO

EXHIBIT C

EXHIBIT C

From: Answers <answers@tusimple.ai>
Date: Wed, Dec 20, 2023 at 11:45 AM
Subject: Re: Bonus Payout Date Confirmation
To: Kyle Columbus <k.columbus@gmail.com>, Answers <answers@tusimple.ai>

Hello Kyle,

Thanks for reaching out! We have compiled some FAQs for you in the Dayforce HUB, which has information to answer your questions.

You can find the instructions for how to log into Dayforce and access the HUB by following the instructions [here](#).

For your reference, the section you are looking for is pasted below:

RETENTION BONUS

Q: Will I still receive the full December 15, 2023 retention bonus payment?

A: Yes, you will receive the full amount of the bonus that you would have been eligible for as of December 15, 2023. The payout will occur on December 15, 2023 as an off-sequence payroll.

Q: Will I receive any further installments of the retention bonus?

A: The final payout will be the December installment, which will be paid in full through December 15th.

The decision from leadership is that only the December installment (through the 15th) will be paid. We have confirmed that the decision on this is final and non-negotiable.

Best regards,

On Wed, Dec 20, 2023 at 11:14 AM Kyle Columbus <k.columbus@gmail.com> wrote:

Hi,

I received the first retention bonus payout last week on December 15th (thank you!) and I wanted to confirm the second payout date. Will this be upon the final severance on February 2, 2024 or the original planned payout date on March 15, 2024?

While the 2023 Retention Program letter does guarantee payout will be prorated for 2023 in the event of a restructuring event, and I qualify as having been an employee for the full year, it does not specify if the payment schedule will be accelerated or not. Any and all confirmation of a date here would be greatly appreciated.

Thank you,
Kyle

--

TuSimple HR

W www.tusimple.com
A 9191 Towne Centre Dr., Ste 150
San Diego, CA 92122

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Title	Declaration to Sign
File name	Columbus_TuSimple...olumbus_Decl..pdf
Document ID	a060cde49558692b9cae031119a0c10ac678a6ba
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

05 / 14 / 2026

00:48:31 UTC

Sent for signature to Kyle Columbus (k.columbus@gmail.com)
from stacey@mouton.law
IP: 98.148.56.183



VIEWED

05 / 14 / 2026

02:44:08 UTC

Viewed by Kyle Columbus (k.columbus@gmail.com)
IP: 99.145.233.15



SIGNED

05 / 14 / 2026

02:52:06 UTC

Signed by Kyle Columbus (k.columbus@gmail.com)
IP: 99.145.233.15



COMPLETED

05 / 14 / 2026

02:52:06 UTC

The document has been completed.