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FILED
ALAMEDA COUNTY

JUN 04 2024

CLERK OF THE SUPERIOR COURT
By Nicole [Signature]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CHARLES RHYU, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

ATIEVA USA, INC., an unknown entity;
ATIEVA, INC., a California corporation;
Lucid USA, Inc. a Corporation, and DOES
1 through 50, inclusive,

Defendants.

) Case No. RG20084138
)
) [Assigned for All Purposes to the Hon. Noël
) Wise, Dept. 21]
)
) **AMENDED [~~PROPOSED~~] ORDER**
) **GRANTING FINAL APPROVAL OF**
) **SETTLEMENT AND JUDGMENT**
)
) **Date: June 4, 2024**
) **Time: 1:30 P.M.**
) **Dept.: 21**
)
)
) Complaint Filed: December 30, 2020
) FAC Filed: February 24, 2021
) SAC Filed: June 9, 2021
) Trial Date: None Set
)
)

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1 Plaintiff CHARLES RHYU ("Plaintiff" or "RHYU"), and Defendants Atieva, Inc. and
2 Lucid USA, Inc. (collectively referred to as "Defendants") (together, the "Parties") have entered
3 into the Amended Stipulation and Settlement of Class Action And PAGA Claims ("Settlement
4 Agreement" or "Settlement") to settle the above-captioned class action subject to the Court's
5 approval (the "Settlement").

6 On September 21, 2023, the Court granted Plaintiff's Motion for Final Approval of Class
7 Action Settlement, including approval of the Class Representative Enhancement Payment for
8 Plaintiff and Class Counsel's application for a fee and expense award.

9 **I. BACKGROUND**

10 On December 30, 2020, Plaintiff filed a class action Complaint against Defendants for (1)
11 Violation of Labor Code §226(a); and (2) Violation of Labor Code §2698, *et seq.* (the "PAGA").
12 After engaging in discovery with Defendants, on February 24, 2021, Plaintiff filed his First
13 Amended Complaint redefining the class definitions to exclude a claim for violation of Labor
14 Code §226(a)(8). On April 28, 2021, Defendants filed a Motion to Strike Portions of Plaintiff's
15 First Amended Complaint. On June 4, 2021, the Court granted, in part, Defendants' motion
16 limiting the class and PAGA period start date to July 5, 2019. Pursuant to the Court's Order, on
17 June 9, 2021, Plaintiff filed the operative Second Amended Complaint, which amended the class
18 and PAGA period start dates to July 5, 2019 and further added a sub-class. The Parties have
19 litigated this case, including conducting formal discovery consisting of written discovery and the
20 depositions of Plaintiff and Defendant's person most knowledgeable ("PMK").

21 **II. CLASS MEMBERS**

22 The "Class" is defined as: "Any and all current and former non-exempt employees of any
23 Defendant in the State of California that received overtime and/or double time wages during the
24 Stipulated Settlement Class Period (July 5, 2019 through November 13, 2020)."

25 **A. Operation of the Settlement**

26 Pursuant to the Preliminary Approval Order dated April 20, 2023, this Court
27 conditionally certified the Class and granted preliminary approval to the Amended Stipulation
28 and Settlement of Class Action and PAGA Claims ("Settlement Agreement" or "Settlement").

1 The Preliminary Approval Order also approved of the proposed forms of notice and notice plan.
2 The Court entered the Preliminary Approval Order after review and consideration of all of the
3 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

4 In compliance with the Preliminary Approval Order, the Notice of Proposed Class Action
5 Settlement (“Notice Packet”) was sent to all 186 Class Members via first class mail. A total of 4
6 Notice Packets remain undeliverable. Two individuals opted-out and these two individuals,
7 INSERT NAMES, shall not be subject to the class release set forth in the Settlement Agreement.
8 The notice process was timely completed.

9 This Court finds that the Settlement appears to be the product of serious, informed, non-
10 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
11 treatment to any individuals. The Court further finds that the Settlement is fair, reasonable, and
12 adequate and that Plaintiff has satisfied the standards for final approval of a class action
13 settlement under California law. Under the provisions of California Code of Civil Procedure
14 section 382 and Federal Rule of Civil Procedure 23, as approved for use by the California state
15 court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court has discretion to
16 certify a class where:

17 [Q]uestions of law or fact common to the members of the class
18 predominate over any questions affecting only individual
19 members, and that a class action is superior to the available
... Fed. R. Civ. Proc. 23.

20 Certification of a settlement class is the appropriate judicial device under these circumstances.

21 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
22 FOLLOWS:

23 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
24 Settlement Agreement filed in this case.

25 2. The Court has jurisdiction over the subject matter of the litigation, the Class
26 Representative, the other members of the Settlement Class, and Defendant.

27 3. The Court finds that the dissemination of the Notice Packet, as disseminated by
28 the appointed ILYM Group, Inc. Settlement Administrators to the Class Members, constituted

1 the best notice practicable under the circumstances to all persons within the definition of the
2 Class, and fully met the requirements of California law and due process under the United States
3 Constitution.

4 4. The Court approves the settlement of the above-captioned action, as set forth in
5 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties are
6 directed to perform in accordance with the terms set forth in the Settlement Agreement.

7 5. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
8 their own costs and attorneys' fees.

9 6. The Court hereby certifies the following Class for settlement purposes only: Any
10 and all current and former non-exempt employees of any Defendant in the State of California
11 that received overtime and/or double time wages during the Stipulated Settlement Class Period
12 (July 5, 2019 through November 13, 2020).

13 7. With respect to the Class and for purposes of approving the settlement only and
14 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
15 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
16 questions of law or fact common to the Class, and there is a well-defined community of interest
17 among members of the Class with respect to the subject matter of the non-exempt claims in the
18 Litigation; (c) the claims of Class Representative is typical of the claims of the members of the
19 Class; (d) the Class Representative has fairly and adequately protected the interests of the
20 members of the Class; (e) a class action is superior to other available methods for an efficient
21 adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*,
22 Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and
23 representative capacity and for the Class.

24 8. The Court finds that Defendant has complied with the Settlement Agreement by
25 remitting to a Qualified Settlement Fund established by the Settlement Administrator the Gross
26 Settlement Amount of Ninety Thousand Dollars (\$90,000.00), pursuant to the terms of the
27 Settlement Agreement.

28 9. The Court further finds that the Settlement Administrator has made the following

1 payments from the Gross Settlement Amount:

2 (a) to Class Counsel attorneys' fees in the amount of Thirty Thousand Dollars
3 (\$30,000.00) (ten percent of which should be held in Class Counsel's attorney-client trust
4 account until the compliance hearing, or \$3,000.00) and reimbursement of costs in the amount of
5 \$4,089.89. Now that the settlement has been administered, the Court hereby orders that the
6 \$3,000.00 in attorneys' fees be released to Class Counsel;

7 (b) a service award to the Class Representative Charles Rhyu to reimburse
8 him for his unique services, and as consideration for the execution of a general release, in the
9 amount of Two Thousand Five Hundred Dollars (\$2,500.00);

10 (c) the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to the
11 California Labor and Workforce Development Agency for its seventy-five percent (75%) share
12 of PAGA Penalties; and

13 (d) the sum of Five Thousand Nine Hundred and Ninety Dollars (\$5,990.00)
14 to the Settlement Administrator, ILYM Group, Inc., for its fees and costs relating to the claims
15 administration process.

16 10. The Court finds that these amounts are fair and reasonable. The Court finds that
17 the Settlement Administrator has made such payments in accordance with the terms of the
18 Settlement Agreement.

19 11. The Court approves the Individual Settlement Payment amounts, which the Court
20 finds has been distributed by the Settlement Administrator pursuant to the terms of the
21 Settlement Agreement.

22 12. The Court hereby enters final judgment in this case in accordance with the terms
23 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
24 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
25 over the action and the Parties, including all Settlement Class Members, for purposes of
26 enforcing and interpreting this Order and the Settlement.

27 13. The check cashing deadline for Settlement Class Members to cash their
28 Individual Settlement Payments was May 4, 2024. As set forth in the Settlement Administrator's

1 Declaration, 60 checks totaling \$10,414.08 were not cashed by the check cashing deadline of
2 May 4, 2024. Accordingly, the Court hereby orders that the Settlement Administrator disburse
3 \$10,414.08 in uncashed funds to Legal Aid at Work pursuant to the terms of the Settlement
4 Agreement. The Court further orders the parties to submit this amended judgment to the Judicial
5 Council, pursuant to Code Civ. Proc. § 384.5, and shall file a proof of service with this court
6 confirming this.

7 14. Plaintiff shall provide notice of this Court's Order and Judgment to the Judicial
8 Council as required by Code of Civil Procedure § 384.2.

9 IT IS SO ORDERED.

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11 DATED: June 4, 2024


12 Hon. Noël Wise
13 SUPERIOR COURT JUDGE
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