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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

BOBBY BIRDI, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, vs. LUCID USA, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 21CV003541 Honorable Mark Markman Department 23 **SUPPLEMENTAL DECLARATION OF JONATHAN M. GENISH IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: April 17, 2024 Time: 2:30 p.m. Dept: 23 Complaint Filed: December 3, 2021 FAC Filed: February 1, 2022 Trial Date: Not Set

SUPPLEMENTAL DECLARATION OF JONATHAN M. GENISH

I, Jonathan M. Genish, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a shareholder and the founder of Blackstone Law, APC ("Class Counsel"), attorneys of record for Plaintiff Bobby Birdi ("Plaintiff"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

2. On January 24, 2024, Plaintiff and Defendant Lucid USA, Inc. ("Defendant") (together with Plaintiff, the "Parties") executed the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement").

3. On February 20, 2024, Plaintiff filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking approval of the settlement reached by the Parties.

4. On March 12, 2024, the Court issued a tentative ruling ("March 12, 2024 Tentative Ruling"), which provided the following direction:

   a. Counsel should provide an amended proposed order that includes a proposed final fairness hearing date;

   b. The Court will not approve the PAGA release to the extent it releases claims based upon the operative complaint. The release must be limited to claims that were asserted in the PAGA notice, not the complaint; and

   c. Counsel should provide a supplemental damages analysis that, at least, discusses the discounts applied on a claim-by-claim basis and how the discount amounts were calculated.

5. On March 13, 2024, the Court entered a Minute Order, which adopted its March 12, 2024 Tentative Ruling ("March 13, 2024 Minute Order") and continued the hearing on Plaintiff's Motion for Preliminary Approval to April 17, 2024 at 2:30 p.m. in Department 23 of the above-captioned Court. The March 13, 2024 Minute Order is attached hereto as "**Exhibit 1**."

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AMENDED PROPOSED ORDER

6. Filed concurrently herewith is a [Revised Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, which includes a proposed hearing date for Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

PAGA RELEASE

7. To address the Court's concerns in the March 13, 2024 Minute Order, the Parties met and conferred and executed Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement ("Amendment No. 1"). The Released PAGA Claims are now limited to those claims that were asserted in the PAGA Letter. A true and correct copy of Amendment No. 1, fully executed by the Parties, is attached hereto as "**Exhibit 2**." A redline version of Amendment No. 1 showing how the terms of the Original Agreement have been revised is attached hereto as "**Exhibit 3**."

8. The Parties have also prepared a revised Notice of Class Action Settlement ("Class Notice"), which is attached to Amendment No. 1 as "Exhibit A" and to the [Revised Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement as "Exhibit 1." A redline version of the revised Class Notice showing how it has been revised is attached hereto as "**Exhibit 4**."

SUPPLEMENTAL DAMAGES ANALYSIS

9. Class Counsel analyzed all available data and estimated Defendant's maximum potential exposure to be approximately $16,064,147, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked, and then reduced this exposure analysis based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all class members across the entire putative class period. Class Counsel further estimated that Defendant faced an additional exposure of $1,780,200 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum potential exposure totaled $17,844,347 in damages. Class Counsel calculated the potential and realistic values of the claims as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $2,444,180. At this juncture, a discount of 75% was applied to account for the risks associated with obtaining class certification, thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential damages (bringing the value of this claim closer to $611,045), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $305,522.50.

b. Failure to Pay Minimum Wages[1]: The potential value of this claim was estimated to be $398,331. At this juncture, a discount of 75% was applied to account for the risks associated with obtaining class certification, thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential damages (bringing the value of this claim closer to $99,582.75), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $49,791.38.

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $1,858,479 (less meal period premiums paid). At this juncture, a discount of 75% was applied to account for the risks associated with obtaining class certification, thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential damages (bringing the value of this claim closer to $464,619.75), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $232,309.88.

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $5,450,541. At this juncture, a discount of 75% was applied to account for the risks associated with obtaining class certification,

[1] In the damages analysis provided in Paragraph 36 of the Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, Class Counsel inadvertently did not include an estimated maximum liability for the minimum wage claim.

thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential damages (bringing the value of this claim closer to $1,362,635.25), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $681,317.63.

e. Failure to Timely Pay Wages Upon Termination (and Waiting-Time Penalties): The potential value of this claim was estimated to be $4,166,066. At this juncture, a discount of 75% was applied to account for the risks associated with obtaining class certification, thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential damages (bringing the value of this claim closer to $1,041,516.50), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $520,758.25.

f. Failure to Provide Accurate Wage Statements: The potential value of this claim was estimated to be $1,746,550. At this juncture, a discount of 75% was applied to account for the risks associated with obtaining class certification, thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential damages (bringing the value of this claim closer to $436,637.50), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $218,318.75.

g. PAGA Penalties: The potential value of this claim was estimated to be $1,780,200. At this juncture, a discount of 75% was applied to account for the risks associated with demonstrating manageability, thereafter proving the underlying violations, and the cost and delay in recovering the alleged potential penalties (bringing the value of this claim closer to $445,050), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability, bringing the value of this claim closer to $222,525.

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10. Class Counsel estimates that the potential value to be recovered if Plaintiff was successful at trial on all of the claims, prior to applying any adjustments for the risks Plaintiff faced in certifying his claims and then succeeding on those claims post-certification, is $17,844,347. The total value that could reasonably be expected to be awarded at trial, after taking into account the risks faced in prevailing on certification and substantively thereafter is $2,230,543.39. Seen in this light, the Gross Settlement Amount of $1,075,000 represents 6.02% of the potential undiscounted maximum value and 48.19% of the risk-adjusted value of the claims.

11. Class Counsel submits that the Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 8, 2024, at Beverly Hills, California

Jonathan M. Genish

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Rene C. Davidson Courthouse, Department 23

JUDICIAL OFFICER: HONORABLE TARA DESAUTELS

Courtroom Clerk: Ana Liza Tumonong CSR: None

21CV003541 March 13, 2024 2:30 PM

BIRDI
vs
LUCID USA, INC.,

MINUTES

NATURE OF PROCEEDINGS: Hearing on Motion - Other Preliminary Approval of Class Action and PAGA Settlement filed by BOBBY BIRDI (Plaintiff) on 02/20/2024

The Hearing on Motion - Other Preliminary Approval of Class Action and PAGA Settlement scheduled for 03/13/2024 is continued to 04/17/2024 at 02:30 PM in Department 23 at Rene C. Davidson Courthouse .

The hearing on Plaintiff's Motion for Preliminary Approval is CONTINUED Wednesday, April 17, 2024 at 2:30pm. At least 10 days before the hearing, counsel shall file a supplemental declaration providing the information sought below and any revisions to the settlement agreement and notice. Any revised documents should be submitted as a fully executed "clean" version and in redline. Counsel shall email electronic courtesy copies to the Dept. 23 courtroom clerk.

Counsel should also file an amended proposed order that includes a proposed final fairness hearing date, which can be any Wednesday at 2:30pm. The parties can check the eCourt portal or contact the Dept. 23 courtroom clerk to verify the Court's availability.

The Court will not approve the PAGA release to the extent it releases claims based upon the operative complaint. The release must be limited to claims that were asserted in the PAGA notice, not the complaint. (*See Accurso v. In-N-Out Burgers* (2023) 94 Cal.App.5th 1128, 1141-1142; *LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172.)

Counsel should also provide a supplemental damages analysis that, at least, discusses the discounts applied on a claim-by-claim basis and how the discount amounts were calculated. (Genish Decl., ¶ 45.)

By: A. Tumonong, Deputy Clerk

Minutes of: 03/13/2024
Entered on: 03/13/2024

EXHIBIT 2

AMENDMENT NO. 1 TO

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff Bobby Birdi ("Plaintiff") and Defendant Lucid USA, Inc. ("Defendant") (together, the "Parties") pursuant to Paragraph 44 of the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") entered into between the Parties on January 24, 2024.

A. **Paragraph 6.gg of the Original Agreement is hereby amended to state as follows**:

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, and maintain complete and accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders.

B. **The Notice of Class Action Settlement attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action Settlement attached hereto as "Exhibit A."**

Dated: April 3, 2024

BLACKSTONE LAW, APC

____

Jonathan M. Genish
Attorneys for Plaintiff Bobby Birdi

Dated: April 3, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

____

Derek R. Havel
Ian A. Michalak
Attorneys for Defendant Lucid USA, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Bobby Birdi v. Lucid USA, Inc.
Superior Court of California for the County of Alameda, Case No. 21CV003541

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Lucid USA, Inc.'s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Bobby Birdi ("Plaintiff") and Defendant Lucid USA, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member**" means all current and former non-exempt employees of Defendant who worked within the State of California during the Class Period.

"**Class Period**" means the period from December 3, 2017 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement].

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employees**" means all current and former non-exempt employees of Defendant who worked within the State of California during the PAGA Period.

"**PAGA Period**" the period from December 3, 2020 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement].

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On December 3, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). Also on December 3, 2021, Plaintiff filed a Class Action Complaint in the Action, thereby commencing a putative class action against Defendant. On February 1, 2022, Plaintiff filed a First Amended Class Action and Representative Action Complaint ("Operative Complaint") in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Bobby Birdi as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seventy-Five Thousand Dollars and Zero Cents ($1,075,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $358,333.33 if the Gross Settlement Amount is $1,075,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Dollars ($7,500.00) to Plaintiff for his services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (37,500.00) ("LWDA Payment") and the remaining 25% (12,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as a non-exempt employee within the State of California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee within the State of California during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From December 3, 2017 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement] (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From December 3, 2020 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement] (i.e., the PAGA Period), you are credited as having worked [_____] PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Bobby Birdi v. Lucid USA, Inc.*, Case No. 21CV003541); (b) contain the your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (f) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

> **Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**
>
> **Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $___________ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the LWDA with respect to all PAGA Employees, and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and maintain complete and accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs, penalties, and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq*., and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, and maintain complete and accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders.

"Released Parties" means Defendant and each of its past and present agents, officers, directors, partners, representatives, exempt employees, shareholders, stockholders, attorneys, parents, subsidiaries, divisions, assigns, predecessors, successors, insurers, joint ventures, and joint employers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $358,333.33 if the Gross Settlement Amount is $1,075,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross

Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("Enhancement Payment), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Bobby Birdi v. Lucid USA, Inc.*, Case No. 21CV003541); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Notwithstanding the above, the LWDA with respect to all PAGA Employees and the State of California with respect to all PAGA Employees will release the Released PAGA Claims and all PAGA Employees will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Bobby Birdi v. Lucid USA, Inc.*, Case No. 21CV003541); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department __ of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (21CV003541) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at ________________ for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 3

AMENDMENT NO. 1 TO

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement is entered into between Plaintiff Bobby Birdi ("Plaintiff") and Defendant Lucid USA, Inc. ("Defendant") (together, the "Parties") pursuant to Paragraph 44 of the Joint Stipulation of Class Action and PAGA Settlement ("Original Agreement") entered into between the Parties on January 24, 2024.

A. **Paragraph 6.gg of the Original Agreement is hereby amended to state as follows**:

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter~~ and/or the Operative Complaint~~, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, and maintain complete and accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders.

B. **The Notice of Class Action Settlement attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Notice of Class Action Settlement attached hereto as "Exhibit A."**

BLACKSTONE LAW, APC

Dated: April __, 2024

____
Jonathan M. Genish
Attorneys for Plaintiff Bobby Birdi

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Dated: April __, 2024

____
Derek R. Havel
Ian A. Michalak
Attorneys for Defendant Lucid USA, Inc.

EXHIBIT 4

NOTICE OF CLASS ACTION SETTLEMENT

Bobby Birdi v. Lucid USA, Inc.
Superior Court of California for the County of Alameda, Case No. 21CV003541

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Lucid USA, Inc.'s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Bobby Birdi ("Plaintiff") and Defendant Lucid USA, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member**" means all current and former non-exempt employees of Defendant who worked within the State of California during the Class Period.

"**Class Period**" means the period from December 3, 2017 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement].

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**PAGA Employees**" means all current and former non-exempt employees of Defendant who worked within the State of California during the PAGA Period.

"**PAGA Period**" the period from December 3, 2020 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement].

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On December 3, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). Also on December 3, 2021, Plaintiff filed a Class Action Complaint in the Action, thereby commencing a putative class action against Defendant. On February 1, 2022, Plaintiff filed a First Amended Class Action and Representative Action Complaint ("Operative Complaint") in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA").

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together, "Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Bobby Birdi as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement.

The Settlement represents a compromise and settlement of disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Seventy-Five Thousand Dollars and Zero Cents ($1,075,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $358,333.33 if the Gross Settlement Amount is $1,075,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred and Zero Dollars ($7,500.00) to Plaintiff for his services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (50,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% (37,500.00) ("LWDA Payment") and the remaining 25% (12,500.00) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as a non-exempt employee within the State of California during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee within the State of California during the PAGA Period ("PAGA Workweeks"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From December 3, 2017 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement] (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From December 3, 2020 through [date of Preliminary Approval or date that is 60 calendar days after the date Plaintiff executes the Settlement Agreement, whichever is earlier, subject to Paragraph 13 of the Settlement Agreement] (i.e., the PAGA Period), you are credited as having worked [_____] PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Bobby Birdi v. Lucid USA, Inc.*, Case No. 21CV003541); (b) contain the your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (f) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $___________ and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the full funding of the Gross Settlement Amount, Plaintiff, the LWDA with respect to all PAGA Employees, and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and maintain complete and accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders, and all claims for attorneys' fees and costs, penalties, and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq*., and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letter ~~and/or the Operative Complaint~~, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, and maintain complete and accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders.

"Released Parties" means Defendant and each of its past and present agents, officers, directors, partners, representatives, exempt employees, shareholders, stockholders, attorneys, parents, subsidiaries, divisions, assigns, predecessors, successors, insurers, joint ventures, and joint employers.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., $358,333.33 if the Gross Settlement Amount is $1,075,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents ($35,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross

Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) ("Enhancement Payment), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fourteen Thousand Dollars and Zero Cents ($14,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Bobby Birdi v. Lucid USA, Inc.*, Case No. 21CV003541); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Notwithstanding the above, the LWDA with respect to all PAGA Employees and the State of California with respect to all PAGA Employees will release the Released PAGA Claims and all PAGA Employees will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Bobby Birdi v. Lucid USA, Inc.*, Case No. 21CV003541); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department __ of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (21CV003541) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at ________________ for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.