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Attorneys for Plaintiff Bobby Birdi and the Class

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

**DECLARATION OF CHANTAL
SOTO-NAJERA ON BEHALF OF CPT
GROUP, INC. REGARDING NOTICE
AND SETTLEMENT
ADMINISTRATION**

Date: August 8, 2024
Time: 10:00 a.m.
Dept.: 23

Complaint Filed: December 3, 2021
FAC Filed: February 1, 2022
Trial Date: Not Set

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I, Chantal Soto-Najera, declare as follows:

1. I am a resident of the State of California and am over the age of 18. I am a Case Manager for CPT Group, Inc. (“CPT”). I have personal knowledge of the facts set forth in this declaration, and if called as a witness, I could and would testify competently thereto.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30-plus years, CPT has provided notification and/or claims administration services in thousands of class action cases.

3. CPT was selected by the parties and appointed by the Court to administer the settlement in the above-captioned action, entitled *Birdi v. Lucid USA, Inc.*, in accordance with the terms of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement”). In this capacity, CPT was responsible for (a) printing, mailing and remailing (if necessary) the *Notice of Class Action Settlement*, (the “Class Notice”); (b) notifying the parties of the number of Class Members who submitted timely, untimely or deficient Workweeks Disputes, Requests for Exclusion and Notices of Objection, and taking steps to reach out to Class Members to cure any deficiencies; (c) processing and validating qualifying Workweeks Disputes, Requests for Exclusion, and Notices of Objection; (d) performing a National Change of Address (“NCOA”) search and a skip trace in order to obtain the best possible addresses for Class Members; (e) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; and (f) establishing and maintaining a toll free case hotline where Class Members can speak to case representatives regarding case specific questions. CPT will be responsible for (a) calculating and mailing the Individual Settlement Payment checks to Class Members and Individual PAGA Payment checks to PAGA Employees as well as completing any associated tax withholding, remitting, and reporting to the State and Federal tax authorities; (b) distributing the Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and the Attorneys’ Fees and Costs to Class Counsel; and (j) assuming the Court grants approval, posting the Final Approval Order and Judgment on its website (<https://www.cptgroupcaseinfo.com/BirdiSettlement/>).

1 4. On April 18, 2024, CPT received the Court-approved text for the Class Notice from
2 Class Counsel. CPT prepared a draft of the Class Notice for mailing to the Class Members.
3 Attached hereto as **Exhibit A** is a true and correct copy of the finalized Class Notice.

4 5. On May 9, 2024, CPT received the Class List from Defendant's Counsel that
5 contained the following information for each Class Member: full name, last known mailing
6 address, Social Security number, number of Workweeks, and number of PAGA Workweeks. The
7 Class List contained seven-hundred and ninety-seven (797) individuals identified as Class
8 Members.

9 6. On May 13, 2024, CPT conducted an NCOA search for purposes of confirming and
10 obtaining the most updated and accurate addresses on the Class List as possible. A search of this
11 database provided updated addresses for any individual who had moved in the previous four years
12 and notified the U.S. Postal Service of their change of address. As a result of the NCOA, CPT
13 was able to locate seventy-five (75) updated addresses. After updating the mailing addresses
14 through the NCOA, the Class Notices were enclosed in an envelope with the Class Member's name
15 and known address printed on the envelope.

16 7. On May 16, 2024, the Class Notices were mailed via U.S. First Class Mail to all
17 Class Members. The Class Notice indicated a Response Deadline of July 1st, 2024.

18 8. A toll-free telephone number and website link
19 (www.cptgroupcaseinfo.com/BirdiSettlement) were included in the Class Notice for the purpose of
20 allowing the Class Members to contact CPT and to make inquiries regarding the Settlement. The
21 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
22 settlement process.

23 9. As of the date of this declaration, thirty-five (35) Class Notices were returned to
24 our office by the U.S. Post Office, two (2) of which had a forwarding address provided by the U.S.
25 Post Office. CPT performed a skip trace on all returned mail without a forwarding address using
26 Accurant, one of the most comprehensive address databases available. It utilizes hundreds of
27 different databases supplied by credit reporting agencies, public records, and a variety of other
28

national databases. As a result of skip trace effort, or re-mail requests from the Class Members themselves, a total of thirty (30) Class Notices have been re-mailed to date. As of the date of this declaration, CPT reports five (5) undeliverable Class Notices.

10. As of the date of this declaration, CPT has not received any Workweeks Disputes.

11. As of the date of this declaration, CPT has not received any Notices of Objection.

12. As of the date of this declaration, CPT has received seven (7) Requests for Exclusion from the following individuals:

1. Jonathan Castro
2. Alaina Hansen
3. Emma L. Keeping
4. Charles Rhyu
5. Ahif Awad
6. Hashwanth Rav
7. Yi Shu

13. As of the date of this declaration, CPT reports a total of seven-hundred and ninety (790) Class Members who did not submit timely and valid Request for Exclusions and are therefore deemed to be Settlement Class Members, representing 99.12% of the Class. Additionally, there are a total of 698 individuals identified as PAGA Employees.

14. The formula used to calculate the estimated Individual Settlement Shares available to pay each Settlement Class Member was determined as follows:

Gross Settlement Amount	\$1,075,000.00
Less Attorneys' Fees	\$358,333.33
Less Attorneys' Costs	\$35,000.00
Less Enhancement Payment	\$7,500.00
Less Settlement Administration Costs	\$12,000.00
Less PAGA Amount	\$50,000.00
Net Settlement Amount	\$612,166.67

1 15. The Settlement Class Members will receive a proportionate share of the Net
2 Settlement Amount based upon the number of Workweeks they each worked during the Class
3 Period in relation to the total number of Workweeks worked by all Settlement Class Members
4 during the Class Period. The total number of Workweeks worked by all Settlement Class Members
5 is 47,974. Accordingly, the Escalator Clause in Paragraph 13 of the Settlement was not triggered.
6 Based on estimated settlement calculations at this time, the highest Individual Settlement Share is
7 estimated to be \$4,159.89, the average Individual Settlement Share is estimated to be \$774.89, and
8 the lowest Individual Settlement Share is estimated to be \$12.76. These amounts are subject to
9 employee-side taxes and withholdings.

10
11 16. The PAGA Employees will receive a proportionate share of the PAGA Employee
12 Amount based upon the number of PAGA Workweeks they each worked during the PAGA Period
13 in relation to the total number of PAGA Workweeks worked by all PAGA Employees during the
14 PAGA Period. The total number of PAGA Workweeks worked by all PAGA Employees is 37,763.
15 Based on estimated settlement calculations at this time, the highest Individual PAGA Payment is
16 estimated to be \$57.27, the average Individual PAGA Payment is estimated to be \$17.91, and the
17 lowest Individual PAGA Payment is estimated to be \$0.33.

18 17. CPT's total costs for services in connection with the administration of the
19 Settlement, including fees incurred and anticipated future costs for completion of the
20 administration, are \$12,000.00. Attached hereto as **Exhibit B** is a true and correct copy of CPT's
21 quote.

22 18. Prior to the hearing on the motion for final approval of the Settlement, CPT will
23 provide a supplemental declaration with updated reporting to the extent there are any updates to
24 the information provided above.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct, and that this declaration is executed this 11th day of July 2024, at
27 Irvine, California.

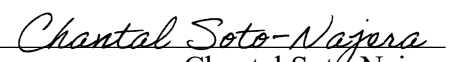
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Chantal Soto-Najera

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 April 18, 2024, the Court granted preliminary approval of the settlement and scheduled a hearing on August 8, 2024, at 10:00 a.m., (“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 March 23, 2024.

“**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 March 23, 2024.

“**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 April 18, 2024, 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 March 23, 2024, (i.e., the Class Period), you are credited as having worked <<workweeks>> Workweeks.**
- **From December 3, 2020 through March 23, 2024, (i.e., the PAGA Period), you are credited as having worked <<PAGAWeeks>> 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 July 1, 2024.**

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 <<SettAmnt>>. 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 <<PAGAAmnt>>

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:

Birdi v. Lucid USA, Inc.
c/o CPT Group, Inc.
50 Corporate Park,
Irvine, CA 92606

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 July 1, 2024**.

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 July 1, 2024**.

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 23 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on August 8, 2024, at 10:00 a.m., 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://portal.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 www.cptgroupcaseinfo.com/BirdiSettlement 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: 1-888-710-5593 OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Birdi v. Lucid USA, Inc.

All-In Settlement

Class Size: 797
Opt-Out Rate: 0.88%
No. of Checks Issued: 790
Postage Total: \$1,166.19
Grand Total: \$14,795.18
DISCOUNTED FLAT FEE: \$12,000.00

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. CPT will Setup and Maintain a Static Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$2,215.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	80	\$68.00
Print & Mail Notice Packets	\$1.00	797	\$797.00
First-Class Postage (up to 1 oz.)	\$0.68	797	\$541.96
TOTAL			\$1,731.96

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 5% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 70% of the Undeliverable Notice Packets are Rемаiled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	5	\$2.50
Skip Trace for Best Address	\$1.00	33	\$33.00
Print & Remail Notice Packets	\$1.00	30	\$30.00
First-Class Postage (up to 1 oz.)	\$0.68	30	\$20.40
TOTAL			\$145.90

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	7	\$14.03
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.68	1	\$0.68
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$331.21

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	4	\$12.00
		TOTAL	\$312.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	790	\$79.00
		TOTAL	\$514.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cash and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	790	\$1,974.97
First-Class Postage (up to 1 oz.)	\$0.68	790	\$537.19
		TOTAL	\$4,502.16

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	63	\$31.50
Skip Trace for Best Address	\$1.00	63	\$63.00
Remail Undeliverable Checks	\$2.50	57	\$142.50
First-Class Postage (up to 1 oz.)	\$0.68	57	\$38.76
Re-Issue Checks as Required	\$5.00	40	\$200.00
First-Class Postage (up to 1 oz.)	\$0.68	40	\$27.20
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation	\$600.00	1	\$600.00
Annual Tax Reporting to IRS	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
TOTAL			\$5,042.96

GRAND TOTAL	\$14,795.18
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