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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 JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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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1 Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super
2 Lawyers has regularly honored me as a Southern California Rising Star since 2012.

3 5. In February 2018, I started the law firm of Blackstone Law, APC, representing
4 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
5 over the past six-plus years, now maintaining twenty highly pedigreed attorneys working on almost
6 exclusively labor and employment class actions, California Labor Code Private Attorney General Act
7 of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other
8 complex general litigation matters.

9 6. I have considerable experience in handling class and representative action lawsuits
10 throughout my career and have been approved as counsel in a number of cases, including, most
11 recently:

- 12 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles County Superior Court, Case No.
13 BC698076, a wage and hour class action brought on behalf of a class of hourly-paid
14 employees working in the State of California.
- 15 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles County
16 Superior Court, Case No. 19STCV29979, a private attorney general action for penalties
17 pursuant to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc., et al.*, Los Angeles County
19 Superior Court, Case No. 19STCV30306, a private attorney general action for penalties
20 pursuant to Health and Safety Code section 25249.7.
- 21 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles County
22 Superior Court, Case No. 19STCV30445, a private attorney general action for penalties
23 pursuant to Health and Safety Code section 25249.7.
- 24 • *Eric Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California, Case
25 No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court,
26 Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

27 7. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are as follows:

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, preliminarily approved as class counsel, in association with other counsel, in settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, preliminarily approved as class counsel in settlement of wage and hour class and PAGA action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

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- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

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- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

8. I am currently the managing partner overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees.

Procedural History of the Action

9. On December 3, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant Lucid USA, Inc. (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

10. On December 3, 2021, Plaintiff filed a Class Action Complaint in the action entitled *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court Case No. 21CV003541 (“Action”), thereby commencing a putative class action against Defendant.

11. On December 20, 2021, Defendant propounded formal written discovery onto Plaintiff (specifically, Request for Production (Set One)), and noticed the deposition of Plaintiff. Thereafter, on December 28, 2022, Defendant served an amended notice of deposition of Plaintiff.

12. On January 3, 2022, Plaintiff propounded written formal discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One)), noticed the deposition of Defendant’s Person Most

1 Qualified, and served a proposed Belaire-West notice.

2 13. On January 21, 2022, Plaintiff served responses to Defendant's discovery requests
3 along with a production of documents.

4 14. On February 1, 2022, the Court entered an Order, which granted Plaintiff leave to file
5 a First Amended Class Action and Representative Action Complaint ("Operative Complaint") in the
6 Action, which added a cause of action under PAGA. The Operative Complaint alleges eight (8) causes
7 of action for violations of the California Labor Code for failure to pay overtime wages, failure to
8 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
9 rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely
10 pay wages upon termination, and failure to provide accurate wage statements, for violations of
11 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
12 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
13 Labor Code violations. Pursuant to the Court's February 1, 2022 Order, the Operative Complaint was
14 deemed filed as of the date of entry of the Order (i.e., February 1, 2022).

15 15. On February 14, 2022, Plaintiff served an objection to Defendant's notice of deposition
16 of Plaintiff. On February 15, 2022, Plaintiff served supplemental responses to Defendant's discovery
17 requests.

18 16. On March 11, 2022, Defendant served responses to Plaintiff's discovery requests
19 (specifically, Form Interrogatories – General (Set One), Special Interrogatories (Set One), and
20 Requests for Production of Documents (Set One)). On July 1, 2022, Defendant served supplemental
21 responses to Plaintiff's discovery requests (specifically, Form Interrogatories – General (Set One),
22 Special Interrogatories (Set One), and Requests for Production of Documents (Set One)).

23 17. On July 7, 2022, a Belaire-West notice was mailed to four hundred and seventy-four
24 (474) putative class members by a third-party administrator. Thirty-five (35) putative class members
25 timely opted out by the response deadline.

26 18. On July 19, 2022, Defendant served a production of documents in response to
27 Plaintiff's discovery requests. On July 29, 2022, Defendant served a production of documents in
28 response to Plaintiff's discovery requests and a further supplemental response to Plaintiff's discovery

1 requests (specifically, Requests for Production of Documents (Set One)). On November 28, 2022,
2 Defendant served a third supplemental response to Plaintiff's discovery requests (specifically, Request
3 for Production of Documents (Set One)).

4 19. On January 23, 2023, Blackstone Law, APC defended the deposition of Plaintiff.

5 20. On February 22, 2023, Blackstone Law, APC took the deposition of Defendant's
6 Person Most Knowledgeable (Director of People Operations).

7 21. On February 23, 2023, Blackstone Law, APC took the deposition of Defendant's
8 Person Most Knowledgeable (Senior Manager of Payroll).

9 22. On November 28, 2023, Plaintiff and Defendant (together, the "Parties") participated
10 in a formal mediation conducted by Steven J. Rottman, Esq. ("Mediator"), a neutral and respected
11 mediator with extensive experience in complex wage and hour matters. After a full day of mediation,
12 and with the help of the Mediator, the Parties were able to reach an agreement to resolve this dispute
13 on a class and representative basis, and shortly thereafter executed a memorandum of understanding
14 memorializing the key settlement terms. Following the mediation, the Parties worked diligently to
15 negotiate and memorialize the terms in a long form settlement agreement.

16 23. On January 24, 2024, the Parties executed the Joint Stipulation of Class Action and
17 PAGA Settlement ("Original Agreement"). A true and correct copy of the Original Agreement is
18 attached hereto as **Exhibit 1**.

19 24. On February 20, 2024, Plaintiff filed a Motion for Preliminary Approval of Class
20 Action and PAGA Settlement ("Motion for Preliminary Approval") and supporting documents seeking
21 approval of the settlement reached by the Parties. On March 12, 2024, the Court issued a tentative
22 ruling ("March 12, 2024"), which provided direction to the Parties with regards to the Motion for
23 Preliminary Approval. On March 13, 2024, the Court entered a Minute Order, which adopted its
24 March 12, 2024 Tentative Ruling and continued the hearing on Plaintiff's Motion for Preliminary
25 Approval to April 17, 2024 at 2:30 p.m. in Department 23 of the above-captioned Court.

26 25. On April 3, 2024, the Parties executed Amendment No. 1 to Joint Stipulation of Class
27 Action and PAGA Settlement ("Amendment No. 1"). A true and correct copy of Amendment No. 1
28 is attached hereto as **Exhibit 2**.

26. On April 8, 2024, Plaintiff filed a Supplemental Declaration of Jonathan M. Genish in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. On April 18, 2024, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminary approving the terms of the Original Agreement and Amendment No. 1 (together, "Settlement" or "Settlement Agreement"), the Notice of Class Action Settlement ("Class Notice"), and the proposed administration procedures and associated deadlines. A true and correct copy of the Preliminary Approval Order is attached hereto as **Exhibit**

3.

Summary of the Terms of the Settlement Agreement

27. By way of the Preliminary Approval Order, the Court certified the following Class for settlement purposes only: "All current and former non-exempt employees of Defendant who worked within the State of California during the Class Period" ("Class" or "Class Members"). The "Class Period" is defined as the period from December 3, 2017 through March 23, 2024. The "Settlement Class Members" consist of all Class Members who did not submit a timely and valid Request for Exclusion. The "PAGA Employees" consist of "all current and former non-exempt employees of Defendant who worked within the State of California during the PAGA Period." The "PAGA Period" is defined as the period from December 3, 2020 through March 23, 2024.

28. Based on the data provided by Defendant following preliminary approval and for purposes of administration of the Class Notice, I am informed that there are 790 Settlement Class Members who worked 47,974 weeks during which each Settlement Class Member worked for Defendant as a non-exempt employee within the State of California during the Class Period ("Workweeks") and 698 PAGA Employees who worked 37,763 weeks during which each PAGA Employee worked for Defendant as a non-exempt employee within the State of California during the PAGA Period ("PAGA Workweeks").

29. The Parties have agreed to settle the Class and PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of One Million Seventy-Five Thousand Dollars and Zero Cents (\$1,075,000.00), which is exclusive of employer-side payroll taxes. The Gross Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement

1 Amount, equaling Three Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and
2 Thirty-Three Cents (\$358,333.33); (2) Class Counsel's actual litigation costs and expenses, in the
3 amount of Twenty-Nine Thousand One Hundred Fifty-Five Dollars and Fifty-Nine Cents
4 (\$29,155.59); (3) Settlement Administration Costs in the amount of Twelve Thousand Dollars and
5 Zero Cents (\$12,000.00); (4) Enhancement Payment in the amount of Seven Thousand Five Hundred
6 Dollars and Zero Cents (\$7,500.00); and (5) PAGA Amount in the amount of Fifty Thousand Dollars
7 and Zero Cents (\$50,000.00). After the above Court-approved amounts are deducted from the Gross
8 Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of
9 approximately Six Hundred Eighteen Thousand Eleven Dollars and Eight Cents (\$618,011.08).

10 30. The Settlement does not require Settlement Class Members to submit claims as a
11 prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement
12 Share") nor does it require PAGA Employees to submit claims as a prerequisite to receiving their *pro*
13 *rata* share of the PAGA Employee Amount ("Individual PAGA Payment"). Individual Settlement
14 Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the
15 Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiplying
16 each Settlement Class Member's individual Workweeks by the Final Workweek Value. Individual
17 PAGA Payments are calculated by the Settlement Administrator by dividing the PAGA Employee
18 Amount (i.e., 25% of the PAGA Amount) by the PAGA Workweeks of all PAGA Employees to yield
19 the "PAGA Workweek Value," and multiplying each PAGA Employee's individual PAGA
20 Workweeks by the PAGA Workweek Value.

21 31. I am aware from my review of the information provided by the Settlement
22 Administrator that the highest Individual Settlement Share is estimated to be \$4,159.89, the average
23 Individual Settlement Share is estimated to be \$774.89, and the lowest Individual Settlement Share is
24 estimated to be \$12.76; the highest Individual PAGA Payment is estimated to be \$57.27, the average
25 Individual PAGA Payment is estimated to be \$17.91, and the lowest Individual PAGA Payment is
26 estimated to be \$0.33.

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32. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

33. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to Legal Aid at Work in accordance with California Code of Civil Procedure Section 384.

Notice to the LWDA

34. On February 20, 2024, Class Counsel submitted a copy of the Original Agreement, and on April 8, 2024, submitted a copy of Amendment No. 1, to the LWDA through its online submission portal in compliance with California Labor Code § 2699(1)(2). The LWDA has not objected or otherwise responded to the submissions.

The Settlement Is Fair and Reasonable

Discovery and Informed Arms-Length Negotiations

35. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Parties engaged in extensive formal and informal discovery prior to reaching a settlement at the mediation. Prior to mediation, Defendant produced putative class members' time and pay data and records, as well as Defendant's employee handbooks, relevant wage and hour policies, and information regarding the total number of putative class members, the number of current

1 versus former employees, the total workweeks worked by the putative class members, and the average
2 rate of pay for the putative class members. This allowed Class Counsel to conduct an informed
3 assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide
4 damages.

5 36. Based on the information exchanged, the Parties extensively briefed issues regarding
6 class certification and liability and provided their analyses to the Mediator who helped the Parties
7 debate the strengths and weakness of their respective positions. After a full day of mediation, and
8 with the help of the mediator, the Parties were able to reach an agreement to resolve this dispute on a
9 class and representative basis. Additionally, settlement negotiations were conducted by highly capable
10 and experienced counsel. Plaintiff engaged in additional negotiations in order to finalize the
11 Settlement Agreement presently before the Court. At all times, Plaintiff was willing and prepared to
12 litigate this matter through class certification and trial if the Parties had been unable to reach a
13 favorable resolution. Class Counsel are respected members of the California State Bar with strong
14 records of vigorous and effective advocacy and are experienced in handling complex wage and hour
15 class action litigation. Accordingly, Class Counsel had sufficient information and experience to act
16 intelligently in negotiating the Settlement.

17 37. Defendant denied and continues to deny any liability and wrongdoing of any kind
18 associated with the claims alleged in the Action, and further denies that class certification is
19 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
20 prevail in the Action. Defendant proffered defenses to both certification and to the merits of Plaintiff's
21 claims. Defendant contended that Plaintiff's claims are not suitable for class certification because
22 individual issues would predominate should this case go to trial. As with all class actions, these
23 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
24 that the Court may deny class certification.

25 38. My colleagues and I were aware of Defendant's defenses and arguments and have also
26 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
27 delays inherent in such litigation, including those involved in class and/or representative adjudication.
28 Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted

1 in the Action, Defendant's defenses, and the difficulties in establishing entitlement to monetary
2 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations
3 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

4 39. My office also recognized that, even if Plaintiff prevailed at class certification, proving
5 the amount of wages due to each Class Member would be an expensive, time-consuming, and
6 extremely uncertain proposition. In order to prove liability and damages, my office will need to
7 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
8 contact them, and obtain declarations. Obtaining the cooperation of current employees would also be
9 difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the
10 other hand, Defendant would likely be able to obtain the cooperation of their employees. Moreover,
11 even if Plaintiff prevailed at class certification and trial, possible appeals would substantially delay
12 any recovery by the Class.

13 40. I therefore submit that the Settlement is fair, reasonable, and adequate. The Settlement
14 is in the best interest of the Class Members, PAGA Employees, and the State of California, and is
15 within the accepted range of recoveries for this type of litigation given the inherent risk of litigation,
16 the risk of obtaining and maintaining class certification, and the costs of further litigation.

17 ***Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment***

18 41. Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$358,333.33)
19 for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling
20 \$29,155.59 incurred in the prosecution of the Action. Attached hereto as **Exhibit 4** is a true and correct
21 list of the litigation costs and expenses incurred by my firm. The requested fees and costs are fair
22 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
23 contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the
24 Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more
25 fully discussed in Plaintiff's Motion for Attorneys' Fees and Costs, Enhancement Payment, and
26 Settlement Administration Costs ("Motion for Attorneys' Fees and Costs") and the Declaration of
27 Miriam L. Schimmel filed concurrently herewith.

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42. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members as follows: (1) Settlement Class Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Action; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Action progressed through trial and/or appeals.

43. Class Counsel has litigated this matter for over two years and was prepared to continue litigating this matter through class certification and trial. Plaintiff's Motion for Attorneys' Fees and Costs will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The requested award of fees and costs was included and set forth clearly in the Class Notice provided to the Class Members.

Enhancement Payment

44. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement Payment in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff. The requested Enhancement Payment is eminently reasonable given the time and effort Plaintiff spent on this matter, and the benefit to the other Class Members as a result of Plaintiff's actions. Enhancement awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards are higher. The Declaration of Plaintiff Bobby Birdi submitted herewith details his work and efforts in bringing and litigating this matter through resolution and supports the requested Enhancement Payment. The requested Enhancement Payment was also disclosed in the Class Notice provided to the Class Members.

Settlement Administration Costs

45. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court approved, Settlement Administration Costs not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00). CPT Group, Inc., the approved Settlement Administrator, provided my firm with its quote stating that its cost to administer the Settlement is Twelve Thousand Dollars and Zero Cents (\$12,000.00).

Allocation to the LDWA

46. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and Zero Cents (\$50,000.00) to settle the claims of the PAGA Employees brought pursuant to PAGA, of which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

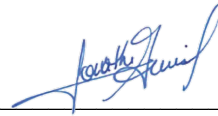
47. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

48. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Action, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys’ Fees and Costs to Class Counsel. The Class Notice

1 described the proposed Settlement with enough specificity to allow each Class Member to make an
2 informed choice whether to accept and participate in it. It also explained how and when Class
3 Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date
4 and time of the hearing on final approval of the Settlement and informed Class Members how to obtain
5 additional information about the Settlement.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed on July 17, 2024, at Beverly Hills, California.

8
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10 _____
Jonathan M. Genish

EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Bobby Birdi (“Plaintiff”
4 or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf
5 of the State of California with respect to aggrieved employees, and Defendant Lucid USA, Inc.
6 (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as
7 “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as
9 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
10 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On December 3, 2021, Plaintiff provided written notice to the Labor and Workforce
13 Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail,
14 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
15 Code alleged to have been violated by Defendant (“PAGA Letter”). Also on December 3, 2021,
16 Plaintiff filed a Class Action Complaint in the action entitled *Bobby Birdi v. Lucid USA, Inc.*, Alameda
17 County Superior Court Case No. 21CV003541 (“Action”), thereby commencing a putative class action
18 against Defendant. On February 1, 2022, the Court entered an Order, which granted Plaintiff leave to
19 file a First Amended Class Action and Representative Action Complaint (“Operative Complaint”) in
20 the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant
21 to California Labor Code Section 2698 *et seq.* (“PAGA”). The Operative Complaint alleges eight (8)
22 causes of action for violations of the California Labor Code for failure to pay overtime wages, failure
23 to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
24 rest periods and premiums payments in lieu thereof, failure to pay minimum wages, failure to timely
25 pay wages upon termination, and failure to provide accurate wage statements, for violations of
26 California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California
27 Labor Code violations, and for civil penalties under PAGA based on the aforementioned California
28 Labor Code violations. Pursuant to the Court’s February 1, 2022 Order, the Operative Complaint was

1 deemed filed as of the date of entry of the Order (i.e., February 1, 2022).

2 2. Defendant denies all allegations set forth in the Action and has asserted numerous
3 affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires
4 to fully and finally settle the Action, Plaintiff's Released Claims (as defined herein), Released Class
5 Claims (as defined herein), and Released PAGA Claims (as defined herein).

6 3. Class Counsel diligently investigated the class and PAGA claims against Defendant,
7 including any and all applicable defenses and the applicable law. The investigation included, *inter*
8 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
9 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the
10 relative merits of the claims and contentions of the Parties.

11 4. On November 28, 2023, the Parties participated in mediation with Steven J. Rottman,
12 Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance
13 of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The
14 Parties' settlement discussions were conducted at arms' length, and the Settlement is the result of an
15 informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs
16 and risks associated with continued litigation. Based on Class Counsel's investigation and evaluation,
17 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
18 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
19 Class Members, State of California, and PAGA Employees in light of all known facts and
20 circumstances, including the risk of significant delay and uncertainty associated with litigation and
21 various defenses asserted by Defendant.

22 5. The Parties expressly acknowledge that this Settlement Agreement is entered into
23 solely for the purpose of compromising disputed claims and that nothing herein is an admission of
24 liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it
25 will be of no force or effect, and the Parties shall be returned to their original respective positions.

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DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 9.

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

c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) number of Workweeks; and (5) number of PAGA Workweeks (if applicable).

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A**."

f. "Class Period" means the period from December 3, 2017 through the date on which the Court grants preliminary approval of the Settlement or the date that is sixty (60) calendar days after the date Plaintiff executes this Settlement Agreement, whichever is earlier, subject to Paragraph 13.

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

h. "Court" means the Superior Court of the State of California for the County of Alameda.

i. "Defendant's Counsel" means Derek R. Havel and Ian A. Michalak of Sheppard, Mullin, Richter & Hampton LLP.

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j. “Effective Date” means the date when all of the following events have occurred:
(1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since service of a Notice of Entry of Judgment; and (6) in the event there are written objections to the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief.

k. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

l. “Enhancement Payment” means the amount to be paid to Plaintiff, in recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Plaintiff’s Released Claims and Paragraph 10.

m. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

n. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

o. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

p. “Gross Settlement Amount” means the amount of One Million Seventy-Five Thousand Dollars and Zero Cents (\$1,075,000.00) to be paid by Defendant in full satisfaction of the Action, Plaintiff’s Released Claims, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 13.

q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 15.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 16.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 14.

t. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 11.

u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

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v. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s 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, postmarked on or before the Response Deadline.

w. “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

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

y. “PAGA Employee Amount” means the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Workweeks.

z. “PAGA Period” means the period from December 3, 2020 through the date on which the Court grants preliminary approval of the Settlement or the date that is sixty (60) calendar days after the date Plaintiff executes this Settlement Agreement, whichever is earlier, subject to Paragraph 13.

aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

bb. “PAGA Workweeks” means the number of weeks each PAGA Employee worked for Defendant as a non-exempt employee within the State of California during the PAGA Period. The PAGA Workweeks will be calculated by Defendant based on Defendant’s timekeeping records (excluding weeks while on PTO or leave without any work performed) during the PAGA Period.

1 cc. "Plaintiff's Released Claims" means any and all claims, known and unknown,
2 under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of
3 law, which Plaintiff, at the time of execution of this Settlement Agreement, had or claimed to have or
4 may have against the Released Parties, including but not limited to claims arising from or related to
5 his employment with Defendant and his compensation while an employee of Defendant.

6 Plaintiff's Released Claims include all claims, whether known or unknown.
7 Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes
8 to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
9 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights,
10 and benefits of Section 1542 of the California Civil Code, which reads:

11 A general release does not extend to claims that the creditor or
12 releasing party does not know or suspect to exist in his or her favor
13 at the time of executing the release and that, if known by him or her,
14 would have materially affected his or her settlement with the debtor
or released party.

15 dd. "Preliminary Approval" means the date on which the Court enters the
16 Preliminary Approval Order.

17 ee. "Preliminary Approval Order" means the order granting preliminary approval
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
19 the Court.

20 ff. "Released Class Claims" means any and all claims, debts, liabilities, demands,
21 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were
22 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
23 arising during the Class Period, under any federal, state, or local law, and shall specifically include
24 claims for Defendant's alleged failure to: pay overtime and minimum wages, properly calculate the
25 regular rate of pay, pay for all hours worked due to time rounding, provide compliant meal and rest
26 periods and associated premium payments, timely pay wages during employment and upon
27 termination, provide accurate wage statements, and maintain complete and accurate payroll records in
28 violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,

1 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders, and all claims for
2 attorneys' fees and costs, penalties, and statutory interest in connection therewith, California Business
3 and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory
4 penalties, pertaining to the Class Members.

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

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

19 ii. "Request for Exclusion" means a letter submitted by a Class Member indicating
20 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
21 of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and
22 last four (4) digits of the Class Member's Social Security number; (c) clearly state that the Class
23 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
24 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

25 jj. "Response Deadline" means the deadline by which Class Members must submit
26 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
27 is forty five (45) calendar days from the initial mailing of the Class Notice by the Settlement
28 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which

1 case the Response Deadline will be extended to the next day on which the United States Postal service
2 is open. The Response Deadline may also be extended by express agreement between Class Counsel
3 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have
4 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
5 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
6 from the original Response Deadline.

7 kk. “Settlement Administrator” means CPT Group, Inc., or any other third-party
8 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
9 of administering the Settlement. The Parties and their counsel each represent that they do not have
10 any financial interest in the Settlement Administrator or otherwise have a relationship with the
11 Settlement Administrator that could create a conflict of interest.

12 ll. “Settlement Administration Costs” means the costs payable from the Gross
13 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
14 Paragraph 12.

15 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
16 who do not submit a timely and valid Request for Exclusion.

17 nn. “Workweeks” means the number of weeks each Class Member worked for
18 Defendant as a non-exempt employee within the State of California during the Class Period. The
19 Workweeks will be calculated by Defendant based on Defendant’s timekeeping records (excluding
20 weeks while on PTO or leave without any work performed) during the Class Period.

21 oo. “Workweeks Dispute” means a letter submitted by a Class Member disputing
22 the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:
23 (a) contain the case name and number of the Action; (b) contain the Class Member’s full name,
24 signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security
25 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or PAGA
26 Workweeks credited to the Class Member and what the Class Member contends is the correct number;
27 and (f) be returned by mail to the Settlement Administrator at the specified address, postmarked on or
28 before the Response Deadline.

1 **CLASS CERTIFICATION**

2 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
3 Class.

4 8. The Parties agree that certification for the purpose of settlement is not an admission
5 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
6 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
7 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
8 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
9 non-settlement context.

10 **TERMS OF THE AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
12 forth herein, the Parties agree, subject to the Court's approval, as follows:

13 9. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application
14 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
15 Settlement Amount (i.e., \$358,333.33 if the Gross Settlement Amount is \$1,075,000.00) and
16 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
17 of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
18 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
19 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
20 the Action, including without limitation all work performed and costs incurred to date, and all work
21 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
22 Settlement Agreement, including any objections raised and any appeals necessitated by those
23 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
24 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
25 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
26 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
27 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
28 The Court's ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of

1 this Agreement or the terms contained herein.

2 10. Enhancement Payment. Defendant agrees not to oppose or impede any application or
3 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
4 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
5 Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment
6 as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall
7 be solely and legally responsible for correctly characterizing this compensation for tax purposes and
8 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
9 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
10 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
11 benefit of the Settlement Class Members. The Court's ruling on the request for the Enhancement
12 Payment shall not affect the enforceability of this Agreement or the terms contained herein.

13 11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
14 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
15 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
16 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
17 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
18 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
19 total number of PAGA Workweeks worked by each PAGA Employee during the PAGA Period (i.e.,
20 the Individual PAGA Payments).

21 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
22 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
23 which is currently not to exceed Fourteen Thousand Dollars and Zero Cents (\$14,000.00). These
24 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
25 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
26 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
27 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
28 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as

requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Escalator Clause. Defendant has represented that the Class Members worked a total of 50,032 workweeks during the period from December 3, 2017 through November 28, 2023. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 50,032 by more than 10% (i.e., if the Workweeks exceed 55,035), Defendant, at its option, can either choose to: (a) cut off the end date for the Class Period and PAGA Period as of the date on which the number of Workweeks does not exceed 55,035, or (b) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (i.e., if the number of Workweeks increases by 11%, then the Gross Settlement Amount will increase by 1%).

14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield each Settlement Class Member's final Individual Settlement Share.

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1 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be
2 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
3 number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA
4 Employee Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA
5 Employees to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual
6 PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Employee’s Individual
7 PAGA Payment.

8 16. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
9 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
10 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
11 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
12 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
13 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
14 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
15 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
16 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
17 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
18 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

19 17. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
21 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
22 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
23 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
24 taxes and other legally required withholdings to the appropriate government authorities.

25 18. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel do not
26 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
27 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
28 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation

1 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
2 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
3 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
4 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
5 Members, and PAGA Employees should consult with their tax advisors concerning the tax
6 consequences of any payment they receive under the Settlement.

7 19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
8 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
9 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
10 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
11 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
12 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
13 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
15 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
16 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
17 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
18 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
19 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
22 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
23 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
25 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX
26 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
27 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
28 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION

1 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

2 20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
3 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
4 are issued to the payee. It is expressly understood and agreed that payments made under this
5 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
6 to additional compensation or benefits under any new or additional compensation or benefits, or any
7 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
8 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
9 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
10 any contrary language or agreement in any benefit or compensation plan document that might have
11 been in effect during the Class Period).

12 21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
13 Upon execution of this Settlement Agreement, Plaintiff will obtain a hearing date from the Court for
14 Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will
15 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said
16 motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion
17 before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval
18 of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will
19 apply for the entry of the Preliminary Approval Order seeking the following:

- 20 a. Conditionally certifying the Class for settlement purposes only;
- 21 b. Granting Preliminary Approval of the Settlement;
- 22 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 23 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 24 e. Approving as to form and content, the mutually-agreed upon and proposed
25 Class Notice and directing its mailing by First Class U.S. Mail;
- 26 f. Approving the manner and method for Class Members to request exclusion
27 from or object to the Class Settlement as contained herein and within the Class Notice;

28 ///

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary approval of the Settlement.

23. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

24. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to provide notice of the Settlement.

25. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid

1 Workweeks Dispute to the Settlement Administrator, by mail, on or before the Response Deadline.
2 The date of the postmark on the return mailing envelope will be the exclusive means to determine
3 whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of
4 Defendant's records and data as they pertain to the number of Workweeks and/or PAGA Workweeks
5 to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and
6 determinative of the dispute. However, if a Class Member produces information and/or documents to
7 the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
8 and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or
9 PAGA Workweeks that the disputing Class Member should be credited with under the Settlement.
10 The Settlement Administrator's decision on such disputes will be final and non-appealable.

11 26. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
12 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
13 Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on
14 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
15 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
16 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and
17 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
18 declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time
19 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request
20 exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is
21 prohibited from making any objection to the Class Settlement. Any Class Member who submits a
22 timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be
23 issued an Individual Settlement Payment. Any Class Member who does not affirmatively request
24 exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be
25 bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the
26 Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final
27 Approval to the Settlement. Notwithstanding the above, the LWDA with respect to all PAGA
28 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.

27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

28. Reports by the Settlement Administrator. The Settlement Administrator shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Workweeks Dispute.

29. Defendant's Right to Rescind. If ten percent (10%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following

1 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
2 administration owed to the Settlement Administrator incurred up to that date.

3 30. Certification of Completion. Upon completion of administration of the Settlement, the
4 Settlement Administrator will provide a written declaration under oath to certify such completion to
5 the Court and counsel for all Parties.

6 31. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
7 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
8 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
9 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
10 Fees and Costs; (e) Enhancement Payment; and (e) Settlement Administration Costs. The Final
11 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
12 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
13 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
14 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
15 Approval Order and Judgment, which will provide for, in substantial part, the following:

16 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
17 consummation of its terms and provisions;

18 b. Certification of the Settlement Class;

19 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

20 d. Approval of the application for Enhancement Payment to Plaintiff;

21 e. Directing Defendant to fund all amounts due under the Settlement Agreement
22 and ordered by the Court; and

23 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
24 conformity with California Rules of Court 3.769 and the Settlement Agreement.

25 32. Funding of the Gross Settlement Amount. No later than seven (7) calendar days after
26 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
27 Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
28 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement

1 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
2 unemployment insurance tax ID number, and other information requested by the Settlement
3 Administrator, no later than seven (7) calendar days after the Effective Date.

4 33. Distribution of the Gross Settlement Amount. Within five (5) business days of the
5 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
6 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
7 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
8 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
9 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
10 timely forward these to the appropriate government authorities.

11 34. Settlement Checks. The Settlement Administrator will be responsible for undertaking
12 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
13 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
14 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
15 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
16 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
17 Members and PAGA Employees are not required to submit a claim to be issued an Individual
18 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
19 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
20 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
21 associated with such canceled checks shall be distributed by the Settlement Administrator to Legal
22 Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure
23 Section 384. The Parties and their counsel each represent that they do not have any financial interest
24 in, or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of
25 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and
26 reporting required under applicable local, state, and federal tax laws that are necessitated due to the
27 cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks. To the
28 extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts
that were transmitted to taxing authorities for the employees' share of taxes, contributions, an/or

withholding associated with canceled Individual Settlement Payments, all such amounts shall also be transmitted to Legal Aid at Work.

35. Plaintiff, Settlement Class Members, LWDA with respect to the PAGA Employees, and State of California with respect to the PAGA Employees Releases. Upon the full funding of the Gross Settlement Amount, Plaintiff will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Plaintiff's Released Claims; 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; and 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.

36. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

37. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

38. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating

1 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
2 Administrator is notified that the Settlement has been terminated;

3 c. The Preliminary Approval Order, Final Approval Order and Judgment,
4 including any order certifying the Class, shall be vacated;

5 d. The Settlement Agreement and all negotiations, statements, and proceedings
6 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
7 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

8 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
9 statements, or filings in furtherance of the Settlement (including all matters associated with the
10 mediation) shall be admissible or offered into evidence in the Action or any other action for any
11 purpose whatsoever; and

12 f. Any documents generated to bring the Settlement into effect, will be null and
13 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
14 likewise be treated as void from the beginning.

15 39. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
16 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
18 of action or right herein released and discharged.

19 40. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
20 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
21 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

22 41. Limitations on Publicity. Neither Plaintiff nor Class Counsel shall issue any press
23 release or announcement of any kind, including, but not limited to, listing on any firm website, related
24 in any way to this Settlement. Plaintiff and Class Counsel agree that, prior to Preliminary Approval,
25 they will keep the terms of this Settlement confidential except for purposes of communicating with
26 Plaintiff only. Plaintiff shall be informed that the Settlement is confidential and shall be advised to
27 keep the Settlement confidential. Plaintiff further agrees not to disclose the Settlement, or the terms
28 of the Settlement, on any website, app, or otherwise, either in his own name or anonymously. From
and after Preliminary Approval, Plaintiff and Class Counsel agree to limit their statements regarding

1 the terms of this Settlement, whether oral, written, or electronic (including the world wide web), to
2 say the Action has been resolved. Nothing in this Paragraph is intended to interfere with Class
3 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but
4 not limited to, communicating with Class Members regarding this Settlement. Nothing herein will
5 restrict Class Counsel from including publicly available information regarding this Settlement in
6 future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore,
7 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA
8 in conformity with PAGA.

9 42. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
10 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
11 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
12 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
13 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
14 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
15 which provide that a written agreement is to be construed according to its terms and may not be varied
16 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
17 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

18 43. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure § 583.310), except such
20 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 44. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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1 45. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 46. Signatories. The Class Notice will advise all Class Members of the binding nature of
11 the Class Settlement as to the Settlement Class Members and the binding nature of the PAGA
12 Settlement as to the State of California with respect to all PAGA Employees, and the releases provided
13 for by this Settlement Agreement shall have the same force and effect as if this Settlement Agreement
14 were executed by each Settlement Class Member and the State of California.

15 47. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
16 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17 48. California Law Governs. All terms of this Settlement Agreement and attached exhibits
18 hereto will be governed by and interpreted according to the laws of the State of California.

19 49. Execution and Counterparts. This Settlement Agreement is subject only to the
20 execution of all Parties. However, this Settlement Agreement may be executed in one or more
21 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
22 copies of the signature page, will be deemed to be one and the same instrument.

23 50. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
25 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
26 account all relevant factors, present and potential. The Parties further acknowledge that they are each
27 represented by competent counsel and that they have had an opportunity to consult with their counsel
28 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement

1 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
2 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

3 51. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement
6 Agreement valid and enforceable.

7 52. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
8 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
9 to implement the Settlement.

10 53. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
11 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
12 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
13 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
14 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
15 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
16 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
17 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
18 construed as an admission or concession by Defendant of any such violations or failures to comply
19 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
20 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
21 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
22 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
23 federal, state, local or other applicable law.

24 54. Captions. The captions and paragraph numbers in this Settlement Agreement are
25 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
26 intent of the provisions of this Settlement Agreement.

27 55. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
28 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one Party than another merely by virtue of the fact that it may have
2 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
3 negotiations between the Parties, all Parties have contributed equally to the preparation of this
4 Settlement Agreement.

5 56. Representation By Counsel. The Parties acknowledge that they have been represented
6 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
7 that this Settlement Agreement has been executed with the consent and advice of counsel, and
8 reviewed in full.

9 57. All Terms Subject to Final Court Approval. All amounts and procedures described in
10 this Settlement Agreement herein will be subject to final Court approval.

11 58. Notices. All notices, demands, and other communications to be provided concerning
12 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
13 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
14 as follows:

15 To Plaintiff and Class Counsel:

16 Jonathan M. Genish

17 jgenish@blackstonepc.com

18 Miriam L. Schimmel

19 mschimmel@blackstonepc.com

20 Joana Fang

21 jfang@blackstonepc.com

22 Alexandra Rose

23 arose@blackstonepc.com

24 **BLACKSTONE LAW, APC**

25 8383 Wilshire Boulevard, Suite 745

26 Beverly Hills, California 90211

27 Tel: (310) 622-4278 / Fax: (855) 786-6356

28 To Defendant:

Derek R. Havel

dhavel@sheppardmullin.com

Ian A. Michalak

imichalak@sheppardmullin.com

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

333 South Hope Street, 43rd Floor

Los Angeles, California 90071

Tel: (213) 620-1780 / Fax: (213) 620-1398

1 59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
2 cooperate with each other in good faith and use their best efforts to implement the Settlement,
3 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
4 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
5 content of any document needed to implement the Settlement Agreement, or on any supplemental
6 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
7 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

8 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
9 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

10 **IT IS SO AGREED.**

11 **PLAINTIFF BOBBY BIRDI**

12 Dated: 01/23/2024

13 
14 Bobby Birdi

15 **DEFENDANT LUCID USA, INC.**

16 Dated: _____

17 _____
18 Full Name: Ross Boughton
19 Title: Deputy General Counsel
20 On behalf of Lucid USA, Inc.

21 **APPROVED AS TO FORM ONLY:**

22 **BLACKSTONE LAW, APC**

23 Dated: January 23, 2024

24 
25 Jonathan M. Genish
26 *Attorneys for Plaintiff Bobby Birdi*
27 and Proposed Class Counsel

28 **SHEPPARD, MULLIN, RICHTER &
HAPMTON LLP**

Dated: _____

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

59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF BOBBY BIRDI

Dated: _____

Bobby Birdi

DEFENDANT LUCID USA, INC.

Dated: 01/22/2024 | 11:48 AM PST

DocuSigned by:

0E747DB6C647469...

Full Name: Ross Boughton
Title: Deputy General Counsel
On behalf of Lucid USA, Inc.

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
Attorneys for Plaintiff Bobby Birdi
and Proposed Class Counsel

**SHEPPARD, MULLIN, RICHTER &
HAPMTON LLP**

Dated: January 24, 2024



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 ("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 \$ [REDACTED]. 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 \$ [REDACTED] 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 [redacted] 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://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 [redacted] 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 2

1 **AMENDMENT NO. 1 TO**

2 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

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

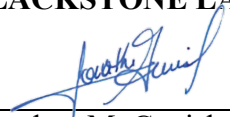
7 **A. Paragraph 6.gg of the Original Agreement is hereby amended to state as follows:**

8 “Released PAGA Claims” means any and all claims arising from any of the factual allegations
9 in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys
10 General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys’
11 fees and costs related thereto, for Defendant’s alleged failure to: pay overtime and minimum wages,
12 properly calculate the regular rate of pay, pay for all hours worked due to time rounding, provide
13 compliant meal and rest periods and associated premium payments, timely pay wages during
14 employment and upon termination, provide complaint wage statements, and maintain complete and
15 accurate payroll records in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7,
16 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage
17 Orders.

18 **B. The Notice of Class Action Settlement attached to the Original Agreement as “Exhibit**
19 **A” is hereby replaced with the revised Notice of Class Action Settlement attached**
20 **hereto as “Exhibit A.”**

21 **BLACKSTONE LAW, APC**

22 Dated: April 3, 2024

23 
Jonathan M. Genish
Attorneys for Plaintiff Bobby Birdi

24 **SHEPPARD, MULLIN, RICHTER &**
25 **HAMPTON LLP**

26 Dated: April 3, 2024

27 
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 \$ [REDACTED]. 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 \$ [REDACTED] 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 [redacted] 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://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 [redacted] 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

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstoneepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstoneepc.com
Joana Fang (State Bar No. 309623)
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Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Bobby Birdi

**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.

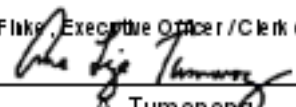
Case No.: 21CV003541

Honorable Mark Markman
Department 23

**~~[REVISED PROPOSED]~~ ORDER GRANTING
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

FILED
Superior Court of California
County of Alameda
04/18/2024
Clad Files, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumorong

~~1~~ **[REVISED PROPOSED] ORDER**

2 On April 17, 2024, at 2:30 p.m. in Department 23 of the above-captioned Court located at 1221
3 Oak Street, Oakland, California 94612, Plaintiff Bobby Birdi's ("Plaintiff") Motion for Preliminary
4 Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Mark
5 Markman. Blackstone Law, APC appeared on behalf of Plaintiff and Sheppard, Mullin, Richter &
6 Hampton LLP appeared on behalf of Defendant Lucid USA, Inc. ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement ("Original Agreement") attached as Exhibit 2 to the Declaration of Jonathan M. Genish in
13 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and
14 Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement ("Amendment No.1")
15 attached as Exhibit 2 to the Supplemental Declaration of Jonathan M. Genish in Support of Plaintiff's
16 Motion for Preliminary Approval of Class Action and PAGA Settlement. Together, the Original
17 Agreement and Amendment No. 1 are referred to as the "Settlement" or "Settlement Agreement."
18 This is based on the Court's determination that the Settlement falls within the range of possible
19 approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
21 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
22 Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
24 reasonable. It appears to the Court that extensive investigation and research have been conducted such
25 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
26 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
27 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
28 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues and are consistent with the requirements of California Labor Code § 2699(1).

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
12 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
13 (b) common questions of law and fact predominate, and there is a well-defined community of interest
14 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
15 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
16 protect the interests of the members of the Class; (e) a class action is superior to other available
17 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
18 counsel for Plaintiff in his individual capacity and as the representative of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt employees of Defendant who worked within
22 the State of California during the Class Period.

23 (The Class Period is defined as the period from December 3, 2017 through the date
24 on which the Court grants preliminary approval of the Settlement or the date that is
25 sixty (60) calendar days after the date Plaintiff executes the Settlement Agreement,
26 whichever is earlier, subject to Paragraph 13 of the Settlement Agreement)

27 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
28 Fang, and Alexandra Rose of Blackstone Law, APC as counsel for the Class ("Class Counsel").

 8. The Court provisionally appoints Plaintiff Bobby Birdi as the representative of the
Class ("Class Representative").

1 9. The Court provisionally appoints CPT Group, Inc. to handle the administration of the
2 Settlement (“Settlement Administrator”).

3 10. Within twenty-one (21) calendar days after entry of this Order, Defendant will provide
4 the Settlement Administrator with the following information about each Class Member: full name, last
5 known mailing address, Social Security number, number of Workweeks, and number of PAGA
6 Workweeks (if applicable) (collectively referred to as the “Class List”) in conformity with the
7 Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
10 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
11 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
12 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
13 Class Members’ right to dispute the Workweeks and/or PAGA Workweeks credited to each of them
14 by submitting a Workweeks Dispute, and of each Settlement Class Member’s right and opportunity to
15 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator.
16 The Court further finds that distribution of the Class Notice substantially in the manner and form set
17 forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
18 Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient
19 notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail
20 the Class Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of
21 receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
26 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
27 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
28 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all PAGA Employees will be issued their Individual PAGA Payment, irrespective of
5 whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid
6 Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement
7 and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on August 8, 2024 at 10:00
9 a.m. in Department 23 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland,
10 California 94612, to determine all necessary matters concerning the Settlement, including: whether
11 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
12 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
13 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
14 Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA
15 Employees; and determine whether to approve the requests for the Attorneys' Fees and Costs,
16 Enhancement Payment, Settlement Administration Costs, and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by sixteen (16) court days prior to the Final Approval Hearing, to be heard at the Final
21 Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
24 Objection must be signed and must contain the information that is required, as set forth in the Class
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
27 regardless of whether they have submitted a Notice of Objection.

28 ///

1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: 04/18/2024



The Honorable Mark Markman
Judge of the Superior Court
Michael Markman / Judge

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
12/3/2021	Filing	LWDA: PAGA Notice	\$75.00
12/3/2021	Filing	First Legal: Class Action Complaint & Initiating Documents	\$518.45
12/3/2021	Mailing	LWDA: PAGA Notice to Lucid USA, Inc.	\$7.53
12/3/2021	Mailing	LWDA: PAGA Notice to Lucid USA, Inc. to Agent for Service of Process	\$7.53
12/10/2021	Other	First Legal: Service of Class Action Complaint & Initiating Docs	\$194.88
12/13/2021	Filing	First Legal: Notice of Complex Determination Hearing	\$39.95
12/14/2021	Filing	First Legal: Proof of Personal Service (Rejected)	\$39.95
12/14/2021	Filing	First Legal: Proof of Personal Service	\$39.95
12/21/2021	Filing	First Legal: Plaintiff's Response to Notice of Related Case/RFJN/POS	\$39.95
12/21/2021	Mailing	Plaintiff's Response to Notice of Related Case/RFJN/POS to Sheppard Mullin	\$7.41
12/21/2021	Mailing	Plaintiff's Response to Notice of Related Case/RFJN/POS to Polaris Law Group	\$7.71
12/21/2021	Mailing	Plaintiff's Response to Notice of Related Case/RFJN/POS to Diversity Law Group, P.C.	\$7.41
12/21/2021	Filing	First Legal: Plaintiff's Response to Notice of Related Case/RFJN/POS (filed in Rhyu case)	\$39.95
12/21/2021	Mailing	Plaintiff's Response to Notice of Related Case/RFJN/POS to Sheppard Mullin (filed in Rhyu case)	\$7.41
1/3/2022	Mailing	Plaintiff's First Set of Discovery Requests to Lucid USA, Inc.	\$25.00
1/3/2022	Mailing	Plaintiff's First Set of Discovery Requests to Agent for Service of Process for Lucid USA, Inc.	\$25.00
1/13/2022	Filing	First Legal: Plaintiff's Notice of Posting of Jury Fees	\$205.45
1/21/2022	Mailing	Plaintiff's Responses to RFP (Set One)	\$7.37
1/31/2022	Filing	First Legal: Joint Stipulation to Amend Complaint; [Proposed] Order	\$62.45
3/21/2022	Filing	First Legal: Joint CMC Statement/POS	\$40.45
3/21/2022	Other	First Legal: Courtesy Copy of Joint CMC Statement to Dept. 23	\$46.25
5/31/2022	Filing	First Legal: Joint IDC Statement	\$40.45
5/31/2022	Other	First Legal: Courtesy Copy of Joint IDC Statement to Dept. 23	\$46.25
6/10/2022	Filing	First Legal: Notice of E. Minne's Withdrawal as Counsel	\$40.45
6/17/2022	Filing	First Legal: Joint CMC Statement	\$40.45
6/17/2022	Other	First Legal: Courtesy Copy of Joint CMC Statement to Dept. 23	\$46.25
7/7/2022	Filing	First Legal: Joint Further IDC Statement	\$81.95
7/7/2022	Other	First Legal: Courtesy Copy of Joint Further IDC Statement to Dept. 23	\$139.79
7/11/2022	Filing	First Legal: Joint Stipulation & Protective Order	\$61.25
10/13/2022	Filing	First Legal: Joint CMC Statement	\$40.45
10/13/2022	Other	First Legal: Courtesy Copy of Joint CMC Statement to Dept. 23	\$46.25
12/7/2022	Filing	First Legal: Stipulation to Continue Deadline for Filing of Motion for Class. Cert.; [Proposed] Order	\$61.25
1/6/2023	Filing	First Legal: Joint CMC Statement	\$42.70
1/6/2023	Other	First Legal: Courtesy Copy of Joint CMC Statement to Dept. 23	\$49.25
3/29/2023	Other	First Legal: Deposition of Jenni Suazo	\$3,228.55
4/11/2023	Filing	First Legal: Joint CMC Statement	\$42.70
4/11/2024	Other	First Legal: Courtesy Copy of Joint CMC Statement to Dept. 23	\$49.25
4/20/2023	Other	First Legal: Deposition of Phillippa Sinnerton	\$2,773.80
6/1/2023	Filing	First Legal: Stipulation to Continue Deadline for Filing of Motion for Class. Cert.; [Proposed] Order	\$107.25
6/6/2023	Filing	First Legal: Joint CMC Statement	\$42.70
9/22/2023	Mediation	Payment to Steve Rottman	\$12,500.00
12/11/2023	Other	Berger Consulting Group, LLC	\$7,240.00
1/5/2024	Filing	Steno: Further Joint CMC Statement	\$59.95
1/8/2024	Filing	Steno: Notice of Conditional Settlement	\$59.95
2/20/2024	Filing	Steno: MPA & Other Documents	\$140.95
2/20/2024	Other	Steno: Courtesy Copies of MPA & Other Documents to Dept. 23	\$144.00
2/22/2024	Filing	Steno: Joint CMC Statement	\$59.95
4/8/2024	Filing	Steno: Supplemental Declaration/Revised [Proposed] Order/Proof of Service	\$59.95
4/10/2024	Filing	Steno: Joint CMC Statement	\$59.95
4/22/2024	Filing	Steno: Notice of Entry of MPA Order	\$59.95
	Filing	Steno: MFA & Supporting Documents	\$140.95
	Filing	Steno: Courtesy Copies of MFA & Supporting Documents to Dept. 23	\$144.00
	Filing	Steno: Notice of Entry of MFA Order	\$59.95
TOTAL:			\$29,155.59