

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 8, 2024
Time: 10:00 a.m.
Dept: 23
Reservation No.: A-03541-001

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

FILED
Superior Court of California
County of Alameda
08/20/2024
Clad File, Executive Officer / Clerk of the Court
By:  Deputy

1 Plaintiff Bobby Birdi’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement and Motion for Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
3 Administration Costs came before this Court on **August 8, 2024 at 10:00 a.m.** before the Honorable
4 Mark Markman in Department 23 of the above-captioned Court located at 1221 Oak Street, Oakland,
5 California 94612.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement (together,
8 “Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
9 PAGA Settlement and Motion for Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
10 Administration Costs, the supporting papers filed by the Parties, the Declarations of Jonathan M.
11 Genish, Miriam L. Schimmel, Bobby Birdi, and Chantal Soto-Najera on behalf of CPT Group, Inc.,
12 and the evidence and argument received by the Court in conjunction with the Motion for Preliminary
13 Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final
14 approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
15 **DETERMINATION:**

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Lucid USA, Inc. (“Defendant”) (together, with Plaintiff, the “Parties”),
18 including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former non-exempt employees of Defendant who worked within the
21 State of California during the Class Period.” The “Class Period” is defined as the period from
22 December 3, 2017 through March 23, 2024.

23 3. The Court appoints Plaintiff Bobby Birdi as the Class Representative for settlement
24 purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
26 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

27 ///

28 ///

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that the following Class Members have timely and validly opted out
20 of the Class Settlement, will not be bound by the Class Settlement, and will not be issued an Individual
21 Settlement Payment: Jonathan Castro, Alaina Hansen, Emma L. Keeping, Charles Rhyu, Ahif Awad,
22 Hashwanth Rav, and Yi Shu.

23 9. The Court finds that no Settlement Class Members have objected to the Class
24 Settlement.

25 10. In addition to any recovery that Plaintiff may receive under the Settlement, and in
26 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
27 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$7,500.00.

28 ///

1 11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
2 to Class Counsel in the sum of \$358,333.33 and reimbursement of actual litigation costs and expenses
3 to Class Counsel in the sum of \$29,155.59. The attorneys' fees and reimbursement of litigation costs
4 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
5 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
6 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
7 obtained for the Class.

8 12. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$12,000.00 to CPT Group, Inc. for performance of settlement administration services.

10 13. The Court approves and orders payment in the amount of \$37,500.00 to the Labor
11 Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA
12 penalties.

13 14. It is hereby ordered that within seven (7) calendar days after the Effective Date,
14 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
15 Administrator for administration of the Settlement, in accordance with the terms and methodology set
16 forth in the Settlement Agreement.

17 15. It is hereby ordered that within five (5) business days of the funding of the Gross
18 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
19 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
20 Expenses to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
21 Settlement Administration Costs to itself.

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

27 ///

28 ///

1 17. Upon the full funding of the Gross Settlement Amount, Plaintiff will be deemed to have
2 fully, finally, and forever released, settled, compromised, relinquished, and discharged Plaintiff’s
3 Released Claims; Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
4 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
5 Released Class Claims; and Plaintiff, the LWDA with respect to all PAGA Employees, and the State
6 of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever
7 released, settled, compromised, relinquished, and discharged the Released Parties of all Released
8 PAGA Claims.

9 18. “Plaintiff’s Released Claims” means any and all claims, known and unknown, under
10 federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law,
11 which Plaintiff, at the time of execution of the Original Agreement, had or claimed to have or may
12 have against the Released Parties, including but not limited to claims arising from or related to his
13 employment with Defendant and his compensation while an employee of Defendant.

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

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

23 19. “Released Class Claims” means any and all claims, debts, liabilities, demands,
24 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
25 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
26 arising during the Class Period, under any federal, state, or local law, and shall specifically include
27 claims for Defendant’s alleged failure to: pay overtime and minimum wages, properly calculate the
28 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

1 termination, provide accurate wage statements, and maintain complete and accurate payroll records in
2 violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
3 1197, 1197.1, and 1198, and Industrial Welfare Commission Wage Orders, and all claims for
4 attorneys' fees and costs, penalties, and statutory interest in connection therewith, California Business
5 and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory
6 penalties, pertaining to the Class Members.

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

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

20 22. This Court shall retain jurisdiction with respect to all matters related to the
21 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
22 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
23 Settlement and the determination of all controversies relating thereto.

24 23. Notice of entry of this Order and Judgment shall be given to the Class Members by
25 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
26 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

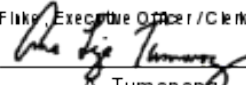
27 **IT IS SO ORDERED.**

28 Dated: 08/20/2024



Honorable ~~Mark Markman~~

Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/22/2024
PLAINTIFF/PETITIONER: BOBBY BIRD	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: LUCID USA, INC.,	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 21CV003541

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Daniel John McQueen
dmcqueen@sheppardmullin.com

Ian A. Michalak
Sheppard Mullin Richter & Hampton LLP
imichalak@sheppardmullin.com

Jonathan M. Genish
Blackstone Law, APC
jgenish@blackstonepc.com

Dated: 08/22/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk