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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

~~REVISED PROPOSED~~ ORDER

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

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

IT IS HEREBY ORDERED THAT:

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

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of 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.

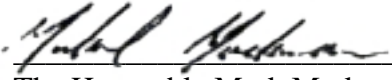
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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order 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