

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

LUCID USA, INC.

and

Cases 28-CA-313086
28-CA-322749

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA

DECISION AND ORDER

Statement of the Case

On October 17, 2024, Lucid USA, Inc. (the Respondent); International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the Union); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

(a) The Respondent is a corporation with an office and place of business in Casa Grande, Arizona, at 2592 East Hanna Road, Casa Grande, AZ 85193, where it is engaged in the manufacture of electric vehicles.

(b) In conducting its operations during the 12-month period ending March 1, 2023, the Respondent has sold and shipped from its Casa Grande, Arizona facility, goods and materials valued in excess of \$50,000 directly to points outside the State of Arizona.

(c) The Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act (the Act).

2. The labor organization involved

The Union is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the Act, the National Labor Relations Board orders that:

The Respondent, Lucid USA, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Confiscating union-related literature from non-working areas of its facilities located at 317 South Thornton Road in Casa Grande, Arizona (“Amp-1 Facility”) and 2592 East Hanna Road in Casa Grande, Arizona (“Hanna Road Facility”).

(b) Surveilling its employees in order to discover employees’ union or protected concerted activity.

(c) Creating the impression among employees that their union activities are being monitored.

(d) Threatening employees with unspecified reprisals for engaging in union and protected concerted activities.

(e) Directing employees to refrain from engaging in union and protected concerted activities.

(f) Granting employees benefits, including, but not limited to, transfers and increased wages because of their and others’ union activity.

(g) Soliciting employee complaints and grievances and promising employees increased benefits and improved terms and conditions of employment if they refrain from union organizing activities.

(h) Discharging employees because they engaged in protected concerted activities involving their terms and conditions of employment, or activities in support of the Union, and in order to discourage membership in the Union or in any other labor organization.

(i) In any like or related manner violating Section 8(a)(1) of the National Labor Relations Act by interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to

engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within fourteen (14) days of the Board's Order, remove from the Respondent's files any reference to the discharge of Amie Hansen (Hansen), and within 3 days thereafter, notify her, in writing, that this was done and that the discharge will not be used against her in any way by the Respondent.

(b) Within fourteen (14) days of the Board's Order, remove from the Respondent's files any reference to the discharge of Chad Brewer (Brewer), and within 3 days thereafter, notify him, in writing, that this was done and that the discharge will not be used against him in any way by the Respondent.

(c) Within fourteen (14) days of the Board's Order, remove from the Respondent's files any reference to the discharge of Rolando Caudillo (Caudillo), and within 3 days thereafter, notify him, in writing, that this was done and that the discharge will not be used against him in any way by the Respondent.

(d) Make whole Hansen for loss of pay suffered by reason of the alleged discrimination against her, by payment to her in the amount of \$171,017.00, including \$120,257.00 in backpay, plus \$40,000.00 in reasonably foreseeable pecuniary harm, plus \$8,124.00 interest, plus \$2,636.00 in excess tax liability.

(e) Make whole Brewer for loss of pay suffered by reason of the alleged discrimination against him, by payment to him in the amount of \$41,363.00, including \$38,624.00 in backpay, plus \$2,371.00 interest, plus \$368.00 in excess tax liability.

(f) Make whole Caudillo, who has foregone an offer of reinstatement, for loss of pay suffered by reason of the alleged discrimination against him, by payment to him in the amount of \$45,310.00, including \$40,300.00 in backpay, plus \$4,284.00 interest, plus \$726.00 in excess tax liability.

(g) Compensate Hansen, Brewer, and Caudillo for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 28, within twenty-one (21) days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years for Hansen, Brewer, and Caudillo.

(h) File with the Regional Director for Region 28, within twenty-one (21) days of the date the amount of backpay is fixed by agreement or Board order, or such additional time as the Regional Director may allow for good cause shown, a copy of Hansen, Brewer, and Caudillo's corresponding W-2 form(s) reflecting their backpay award.

(i) Within fourteen (14) days from the date of the Board's Order, in writing, offer Hansen full reinstatement to her former job, or if that job no longer exists, to a substantially equivalent position without prejudice to her seniority or other rights or privileges previously enjoyed.

(j) Within fourteen (14) days from the date of the Board's Order, in writing, offer Brewer full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position without prejudice to his seniority or other rights or privileges previously enjoyed, and provide Brewer reasonable time to accept the offer.

(k) Make whole Hansen for any additional loss of pay caused by the Respondent's failure, if any, to reinstate her in accordance with the provisions of this Order, within fourteen (14) days from the date of this Order, by payment to her of the amount that she would have earned if properly reinstated, from the 15th day after the date of the Board's Order to the date of a proper offer of reinstatement, less her net earnings during such period, said amounts to be computed on a quarterly basis.

(l) Make whole Brewer for any additional loss of pay caused by the Respondent's failure, if any, to reinstate him in accordance with the provisions of this Order, within fourteen (14) days from the date of this Order, by payment to him of the amount that he would have earned if properly reinstated, from the 15th day after the date of the Board's Order to the date of a proper offer of reinstatement, less his net earnings during such period, said amounts to be computed on a quarterly basis.

(m) Within 14 days of service by the Region, post at its facilities located at 317 South Thornton Road in Casa Grande, Arizona ("Amp-1 Facility") and 2592 East Hanna Road in Casa Grande, Arizona ("Hanna Road Facility"), copies of the attached notice marked "Appendix A" and the attached explanation of rights marked "Appendix B" (collectively, "the Notices"). Copies of the Notices, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the Notices are not altered, defaced, or covered by any other materials. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in the proceedings, the Respondent shall duplicate and mail, at its own expense, copies of the Notices to all current employees and former employees employed by the Respondent at any time since February 1, 2023.

(n) In addition to physical posting of paper Notices, the Respondent shall distribute the Notices electronically, by email, text-messaging, posting on an intranet or internet site, or other electronic means, if the Respondent customarily communicates with its employees by such means. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. The Respondent will e-mail Supervisory Field Examiner Belinda Johnson at Belinda.Johnson@nrlrb.gov (or the designated Region 28 compliance official) confirming it has sent the link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, the

Respondent agrees to provide proof of ongoing compliance with this posting requirement upon request by the designated Region 28 compliance official. If the Notices are distributed via e-mail or text message, the Respondent will forward a copy of the e-mail or text message distributed to the designated Region 28 compliance official.

(o) Within fourteen (14) days from the date of the Board's Order, the Respondent shall post on its intranet site a video recording (including audio) of a responsible official of the Respondent reading the Notices in the presence of a Board agent, and upon request of the Union, a representative of the Union, or at the Respondent's option, post on its intranet site a video recording (including audio) of a Board agent reading the Notices in the visible presence of a responsible official of the Respondent and, upon request of the Union, a representative of the Union. Such video shall be recorded at the front break/cafe area at the Respondent's Hanna Road Facility. Those present shall be introduced by name and position held. If the Respondent chooses to have a Board agent read the Notices, the Board agent is permitted to provide contextual information related to the purpose of the reading. The video recording shall be accessible to all Hanna Road Facility and Amp-1 Facility employees with access to the Respondent's intranet site. Upon posting the video recording to its intranet site, the Respondent shall provide notification to employees at its Hanna Road Facility and its Amp-1 Facility with a message stating: "We have posted a video recording for you to view pursuant to a Formal Settlement and National Labor Relations Board Order in Cases 28-CA-313086 and 28-CA-322749." The notification message will provide a direct link for employees to access the recorded video reading posting. The electronic video recording posting shall remain posted for 60 consecutive days from the date it was originally posted. The Respondent will e-mail Supervisory Field Examiner Belinda Johnson at Belinda.Johnson@nlrb.gov (or the designated Region 28 compliance official) confirming it has sent the link to the electronic video recording posting to employees at its Hanna Road Facility and its Amp-1 Facility on the same day as it sends the link. In the event that passwords or other log-on information is required to access the electronic video recording posting, the Respondent agrees to provide proof of ongoing compliance with this posting requirement upon request by the designated Region 28 compliance official with a copy of the notification message sent to employees and a list of employees who received the notification message described above.

(p) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be effective.

(q) Within twenty-one (21) days after service by the Region, file with the Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., December 31, 2024.

Gwynne A. Wilcox,

Chair

Marvin E. Kaplan, Member

David M. Prouty, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

**APPENDIX A
NOTICE TO EMPLOYEES
POSTED PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT
OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

YOU HAVE THE RIGHT to engage in activities with other employees regarding your wages, hours, and working conditions.

WE WILL NOT do anything to interfere with your exercise of these rights.

WE WILL NOT confiscate union-related flyers or other materials you circulate on nonworking time and in nonworking areas.

WE WILL NOT monitor you or make it appear that we are monitoring you to find out about your union or other protected activities, including by eavesdropping or keeping track of your activity in this regard.

WE WILL NOT threaten you for engaging in union and other protected activities.

WE WILL NOT direct you to refrain from engaging in union or other protected activities.

WE WILL NOT grant wage increases, transfers to other positions, or other benefits and improved working conditions to discourage you from supporting or joining the United Auto Workers Union or any other union.

WE WILL NOT solicit complaints and grievances from you and promise to remedy them to discourage you from supporting or joining the United Auto Workers Union or any other union.

WE WILL NOT fire you because of your union support or membership, or because you engage in protected activities.

WE WILL NOT otherwise interfere with your rights under Section 7 of the Act.

WE WILL make offers of promotions and transfers to qualified employees without regard to your union activity or lack thereof.

WE WILL offer **CHAD BREWER** and **AMIE HANSEN** immediate and full reinstatement to their former jobs, or if those jobs no longer exist, to a substantially equivalent position, without

prejudice to their seniority or any other rights and privileges they previously enjoyed.

WE WILL make **CHAD BREWER** and **AMIE HANSEN** whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest, and **WE WILL** also make them whole for any other direct or foreseeable pecuniary harms suffered as a result of their discharges, including reasonable search-for-work and interim employment expenses, plus interest.

WE WILL pay **ROLANDO CAUDILLO**, who has foregone an offer of reinstatement, for the wages and other benefits he lost because we fired him.

WE WILL, within 14 days from the date of the Board's order, remove from our files all references to the discharge of **CHAD BREWER, ROLANDO CAUDILLO**, and **AMIE HANSEN**, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the discharges will not be used against them in any way.

WE WILL file with the Regional Director for Region 28, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of **CHAD BREWER, ROLANDO CAUDILLO**, and **AMIE HANSEN'S** corresponding W-2 forms reflecting the backpay award.

WE WILL compensate **CHAD BREWER, ROLANDO CAUDILLO**, and **AMIE HANSEN** for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 28, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year(s).

LUCID USA, INC.

APPENDIX B

EXPLANATION OF RIGHTS

POSTED PURSUANT TO A STIPULATION PROVIDING FOR ISSUANCE OF AN ORDER BY THE NATIONAL LABOR RELATIONS BOARD AND ENFORCEMENT OF THAT ORDER BY ANY APPROPRIATE UNITED STATES COURT OF APPEALS BY CONSENT JUDGMENT

The **National Labor Relations Board (the NLRB)** has ordered us to post and obey this notice to resolve Cases 28-CA-313086 and 28-CA-322749.

THE NATIONAL LABOR RELATIONS ACT (NLRA) GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

Employees covered by the NLRA have the right to join together to improve their wages and working conditions, including by organizing a union and bargaining collectively with their employer, and also the right to choose not to do so.

This Explanation of Rights contains important information about your rights under this Federal law.

The NLRB has ordered your employer, **LUCID USA, INC.**, to provide you with this Explanation of Rights to describe your rights and to provide examples of illegal behavior.

Under the NLRA, you have the right to:

- Organize a union to negotiate with your employer concerning your wages, hours, and working conditions.
- Support your union in negotiations.
- Discuss your wages, benefits, other terms and conditions of employment, and collective-bargaining negotiations with your coworkers or your union.
- Take action with one or more coworkers to improve your working conditions.
- Choose not to do any of these activities.

It is illegal for your employer to:

- Monitor you to find out about your union or other protected activities, including by eavesdropping or keeping track of your activity in this regard.

- Grant wage increases, transfers to other positions, or other benefits and improved working conditions to discourage you from supporting or joining the United Auto Workers Union or any other union.
- Solicit complaints and grievances from you and promise to remedy them to discourage you from supporting or joining the United Auto Workers Union or any other union.
- Threaten you if you engage in union and other protected activities.
- Confiscate or remove union-related flyers or other materials you circulate on nonworking time and in non-working areas.
- Fire you because of your Union support or membership.
- In any like or related manner interfere with your rights under Section 7 of the Act.

Illegal conduct will not be permitted. The NLRB enforces the NLRA by prosecuting violations. If you believe your rights or the rights of others have been violated, you should contact the NLRB to protect your rights. You should do so promptly, since the NLRA contains a six-month statute of limitations. This means that a charge must be filed within six months of when you knew or should have known of the conduct you believe to be unlawful. You may ask about a possible violation without your employer or anyone else being informed that you have done so. The NLRB will conduct an investigation of possible violations if a charge is filed. Charges may be filed by any person and need not be filed by the employee directly affected by the violation.

The Board's decision can be found at www.nlr.gov/case/28-CA-313086 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

