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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IZOGIE OSARO EKE, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

LUCID GROUP, INC., MARC WINTERHOFF,
and TAOUFIQ BOUSSAID,

Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF THE
FEDERAL SECURITIES LAWS

DEMAND FOR JURY TRIAL

Plaintiff Izogie Osaro Eke (“Plaintiff”), individually and on behalf of all others similarly situated, by Plaintiff’s undersigned attorneys, for Plaintiff’s complaint against Defendants, alleges the following based upon personal knowledge as to Plaintiff and Plaintiff’s own acts, and information and belief as to all other matters, based upon, *inter alia*, the investigation conducted by and through Plaintiff’s attorneys, which included, among other things, a review of the Defendants’ public documents, conference calls and announcements made by Defendants, United States (“U.S.”) Securities and Exchange Commission (“SEC”) filings, wire and press releases published by and regarding Lucid Group, Inc. (“Lucid” or the “Company”), analysts’ reports and advisories about the Company, and information readily obtainable on the Internet. Plaintiff

1 believes that substantial, additional evidentiary support will exist for the allegations set forth
2 herein after a reasonable opportunity for discovery.

3 **NATURE OF THE ACTION**

4 1. This is a federal securities class action on behalf of a class consisting of all persons
5 and entities other than Defendants that purchased or otherwise acquired Lucid securities between
6 February 25, 2026 and April 13, 2026, both dates inclusive (the “Class Period”), seeking to
7 recover damages caused by Defendants’ violations of the federal securities laws and to pursue
8 remedies under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange
9 Act”) and Rule 10b-5 promulgated thereunder, against the Company and certain of its top
10 officials.
11

12 2. Lucid is a technology company that designs, develops, manufactures, and sells
13 electric vehicles (“EVs”), EV powertrains, and battery systems. The Company’s products
14 include, *inter alia*, the “Lucid Air” sedan and “Lucid Gravity” sport utility vehicle (“SUV”).
15

16 3. At all relevant times, Defendants touted purported enhancements to Lucid’s
17 manufacturing and delivery capabilities and overall operations. In particular, beginning in late-
18 February 2026, Defendants represented that, in fiscal year (“FY”) 2025, they had implemented
19 sustainable improvements in these areas, including with respect to the production and ramp-up of
20 deliveries of the Lucid Gravity. Defendants likewise asserted that these improvements would
21 lead to profitable growth and performance efficiencies in FY 2026. Unbeknownst to investors,
22 however, Lucid’s performance was materially hampered by significant supplier and delivery
23 issues in February 2026, putting the Company on track for dismal, rather than improved,
24 performance in its first quarter (“Q1”) of 2026.
25

26 4. Throughout the Class Period, Defendants made materially false and misleading
27 statements regarding the Company’s business, operations, and prospects. Specifically,
28

1 Defendants made false and/or misleading statements and/or failed to disclose that: (i) a supplier
2 quality issue had significantly disrupted deliveries of the Lucid Gravity; (ii) the foregoing was
3 likely to, and did, have a material negative impact on the Company’s business and financial
4 results; (iii) accordingly, the Defendants had overstated the purported enhancements to Lucid’s
5 manufacturing and delivery capabilities and overall operations; and (iv) as a result, Defendants’
6 public statements were materially false and misleading at all relevant times.
7

8 5. The truth began to emerge on April 3, 2026, when Lucid issued a press release
9 “announc[ing its Q1 2026] production and delivery totals[.]” Lucid revealed that it had “produced
10 5,500 vehicles” during Q1 2026, while only “deliver[ing] 3,093 vehicles.” The press release
11 further disclosed that, “[d]uring the quarter, deliveries of the Lucid Gravity were disrupted for 29
12 days due to a supplier quality issue with the second-row seats” and, “[a]s a result of this, the
13 company’s ability to meet customer demand was impacted.”
14

15 6. The same day, *Reuters* published an article entitled “Lucid misses first-quarter
16 vehicle delivery estimates on supplier disruptions”. The article provided additional color and
17 comments from Defendant Marc Winterhoff (“Winterhoff”), the Company’s Interim Chief
18 Executive Officer (“CEO”), regarding Lucid’s disappointing Q1 2026 delivery results—most
19 notably that deliveries were particularly impacted *over a month earlier* in February 2026, when
20 Lucid paused to reverse an unauthorized supplier change and inspect vehicles already produced.
21

22 7. The next trading day, April 6, 2026, *24/7 Wall St.* published an article entitled
23 “Lucid Faces Biggest Disaster Ever”, which described the number of vehicles that Lucid delivered
24 in Q1 2026 as “remarkably small”, stating that Lucid “cannot sell fewer than 4,000 vehicles and
25 even pretend this is sustainable.”
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1 8. Following the foregoing news and disclosures, Lucid’s stock price fell \$1.13 per
2 share, or 11.35%, over the following two trading sessions, to close at \$8.83 per share on April 7,
3 2026.

4 9. On April 14, 2026, Lucid filed a current report on Form 8-K with the SEC,
5 reporting, *inter alia*, its preliminary Q1 2026 financial results, including revenue in the range of
6 \$280 million to \$284 million—well below the consensus estimate of \$433.8 million—and losses
7 from operations in the range of \$985 million to \$1.005 billion.

8 10. The same day, Lucid issued a press release revealing its plans for a \$1.05 billion
9 capital raise, including a \$300 million public stock offering.

10 11. Following these disclosures, Lucid’s stock price fell \$0.44 per share, or 4.76%, to
11 close at \$8.80 per share on April 14, 2026.

12 12. Then, on May 5, 2026, Lucid issued a press release reporting its Q1 2026 financial
13 results, including GAAP¹ earnings per share (“EPS”) of -\$3.46, missing consensus estimates by
14 \$0.83, a net loss of over \$1 billion, and revenue of \$282.47 million, missing consensus estimates
15 by \$76.04 million. Defendant Winterhoff, as quoted in the press release, acknowledged that the
16 previously disclosed “supplier issue . . . during the quarter had an impact,” and the need to “align[]
17 production and delivery with customer demand.” Lucid’s Chief Financial Officer (“CFO”),
18 Defendant Taoufiq Boussaid (“Boussaid”), as quoted in the same press release, likewise
19 acknowledged that “[w]e ended the quarter with elevated inventory that we expect to convert to
20 revenue and cash as deliveries normalize[.]”
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28 ¹ “GAAP” refers to generally accepted accounting principles.

1 common stock trades in an efficient market on the Nasdaq Stock Market (“NASDAQ”) under the
2 ticker symbol “LCID”.

3 20. Defendant Winterhoff has served as Lucid’s Interim CEO at all relevant times.
4 During the Class Period, Defendant Winterhoff sold 42,925 shares of the Company’s common
5 stock, enriching himself by approximately \$440,839.
6

7 21. Defendant Boussaid has served as Lucid’s CFO at all relevant times. During the
8 Class Period, Defendant Boussaid sold 20,051 shares of the Company’s common stock, enriching
9 himself by approximately \$205,924.

10 22. Defendants Winterhoff and Boussaid are collectively referred to herein as the
11 “Individual Defendants”.

12 23. The Individual Defendants possessed the power and authority to control the
13 contents of Lucid’s SEC filings, press releases, and other market communications. The Individual
14 Defendants were provided with copies of Lucid’s SEC filings and press releases alleged herein to
15 be misleading prior to or shortly after their issuance and had the ability and opportunity to prevent
16 their issuance or to cause them to be corrected. Because of their positions with Lucid, and their
17 access to material information available to them but not to the public, the Individual Defendants
18 knew that the adverse facts specified herein had not been disclosed to and were being concealed
19 from the public, and that the positive representations being made were then materially false and
20 misleading. The Individual Defendants are liable for the false statements and omissions pleaded
21 herein.
22
23

24 24. Lucid and the Individual Defendants are collectively referred to herein as
25 “Defendants”.
26
27
28

1 ***financial position In 2026, our focus remains on operational and financial***
2 ***discipline, sustainable growth, and continued progress toward profitability[.]***

3 28. Likewise, the press release quoted Defendant Boussaid as stating, in relevant part,
4 that “Q4 marked a clear step-change in production and unit economics”, and that “[t]he progress
5 ***we made is structural, creating a more repeatable and stable operating cadence heading into***
6 ***2026[.]***”

7 29. The same day, also during post-market hours, Lucid hosted a conference call with
8 investors and analysts to discuss its Q4 and FY 2025 results. During his prepared remarks on the
9 call, Defendant Winterhoff stated, *inter alia*:

11 During the year, we improved throughput, reduced rework, built repeatable
12 processes and expanded our manufacturing workforce in a disciplined way to scale
13 flexibly. ***We also overcame quality problems that hindered our Gravity ramp in***
14 ***the beginning, [including] related to hardware[.]***

15 * * *

16 In Q4, we marked our eighth consecutive quarter of record deliveries, and we
17 continue to take share Only Lucid and another manufacturer reported a relevant
18 increase in EV deliveries in the United States in the fourth quarter. Our full year
19 deliveries increased 54.7% versus full year ‘24.

20 As expected, Lucid Gravity represented the majority of our deliveries in Q4, which
21 was also a key reason for our significant ASP [average selling price] increase for
22 the quarter. I also don’t want to miss mentioning that the Lucid Gravity follows
23 Lucid Air’s tradition of collecting many awards.

24 30. With respect to Lucid’s purportedly anticipated performance in 2026, Defendant
25 Winterhoff stated, in relevant part:

26 Moving on to our outlook for 2026. ***We remain confident in our long-term growth***
27 ***opportunities***, and I’d like to repeat what I said several times before. We’re just
28 getting started. ***The ramp-up of Gravity gives us ample opportunity to further***
29 ***grow production and deliveries in 2026.***

30 * * *

31 Our focus remains on execution. ***We are streamlining operations, managing costs***
32 ***and protecting the balance sheet while positioning the company for profitable***
33 ***growth.***

1 *capacity, we have made significant progress, reflecting our ramp in production*
2 *this year. Looking ahead to 2026, we expect to realize further meaningful gains.*
3 In addition, we had transitory ramp inefficiencies and incremental tariffs of
approximately \$10,000 per unit that we do not expect in 2026.

4 Zooming in on manufacturing efficiency, our manufacturing cost per vehicle
5 produced, including manufacturing and logistics, labor and overhead declined
6 approximately 27% during 2025. These gains are coming from higher line rates,
7 yield improvements and labor efficiency as the team gains experience. *For 2026,*
8 *we expect continued gains from Q1 2025 baseline, achievable through continued*
9 *yield gains, production stabilization, labor productivity and logistics*
10 *optimizations.*

11 * * *

12 To close, in 2025, we demonstrated we can scale production, improve unit
13 economics and maintain strong liquidity at the same time. *The progress we made*
14 *is structural and designed to be repeatable. 2026 is about predictable execution*
15 *and repeatable process improvements, not temporary actions.*

16 33. Also on February 24, 2026, during post-market hours, Lucid filed an annual report
17 on Form 10-K with the SEC, reporting its financial and operating results for its Q4 and FY ended
18 December 31, 2025 (the “2025 10-K”). With respect to the purported quality and reliability of
19 Lucid’s supply network, the 2025 10-K stated, in relevant part:

20 Our vehicle contains thousands of parts and materials from suppliers around the
21 globe. *Lucid’s sourcing plans utilize a comprehensive qualification process to*
22 *assess technical capability, quality, cost, applicable tariffs, footprint, etc. . . .*
23 *Lucid works closely with suppliers in the upfront development process and in*
24 *supporting production needs and requirements while aiming to reduce exposure*
25 *to tariffs.*

26 * * *

27 *We have established strong relationships with suppliers and partners to deliver*
28 *the . . . Lucid Gravity[.]*

34. Appended as exhibits to the 2025 10-K were signed certifications pursuant to the
Sarbanes-Oxley Act of 2002, wherein the Individual Defendants certified that the 2025 10-K
“does not contain any untrue statement of a material fact or omit to state a material fact necessary
to make the statements made, in light of the circumstances under which such statements were

1 made, not misleading with respect to the period covered by this report;” and that “the financial
2 statements, and other financial information included in this report, fairly present in all material
3 respects the financial condition, results of operations and cash flows of the [Company] as of, and
4 for, the periods presented in this report[.]”

5
6 35. On March 12, 2026, Lucid issued a press release “announc[ing] a comprehensive
7 financial and product strategy designed to scale its business, accelerate its path to profitability
8 and positive free cash flow, and extend its technology leadership into higher volume premium
9 segments of the global automotive market.” The press release touted Lucid’s 2026 business
10 prospects, which Defendants had presented on at the Company’s investor day that same day,
11 stating, *inter alia*:

12
13 ***Lucid emphasized that its strategy is anchored in near-term execution. In 2026,***
14 ***the company is focused on further scaling Lucid Gravity, expanding its global***
15 ***commercial reach, advancing software offerings and services, accelerating***
16 ***material cost and manufacturing efficiency initiatives, while maintaining strict***
17 ***capital allocation discipline to shorten the path to positive free cash flow.***

18
19 36. The same press release quoted Defendant Winterhoff as stating, in relevant part:
20
21 Lucid has already proven its capabilities through technology and product leadership
22 Today, we’re keeping the same Lucid product and technology DNA intact,
23 ***while applying increased scale, capital efficiency, and cost discipline, and***
24 ***materially reduced costs, to enable a great business with a clear and credible path***
25 ***to profitability and free cash flow, supported by what we are executing now*** and
26 what we are building for the future.

27
28 37. The press release likewise quoted Defendant Boussaid as stating, in relevant part:
29
30 ***Lucid’s technology leadership is now fully aligned with a business model***
31 ***designed for scale [N]ear-term progress is driven by scaling Gravity,***
32 ***disciplined capital deployment, and diversified revenue streams that accelerate our***
33 ***path to sustainable profitability and positive free cash flow.***

34
35 38. The statements referenced in ¶¶ 27-37 were materially false and misleading
36 because Defendants made false and/or misleading statements, as well as failed to disclose material
37 adverse facts about the Company’s business, operations, and prospects. Specifically, Defendants
38

1 made false and/or misleading statements and/or failed to disclose that: (i) a supplier quality issue
2 had significantly disrupted deliveries of the Lucid Gravity; (ii) the foregoing was likely to, and
3 did, have a material negative impact on the Company’s business and financial results; (iii)
4 accordingly, the Defendants had overstated the purported enhancements to Lucid’s manufacturing
5 and delivery capabilities and overall operations; and (iv) as a result, Defendants’ public statements
6 were materially false and misleading at all relevant times.
7

8 39. Additionally, throughout the Class Period, Lucid’s periodic financial filings were
9 required to disclose the adverse facts and circumstances detailed above under applicable SEC
10 rules and regulations. Specifically, Item 105 of SEC Regulation S-K, 17 CFR § 229.105 (“Item
11 105”), required Lucid to “provide under the caption ‘Risk Factors’ a discussion of the material
12 factors that make an investment in the [Company] or offering speculative or risky” and
13 “[c]oncisely explain how each risk affects the [Company] or the securities being offered.”
14 Defendants’ failure to disclose, *inter alia*, that a supplier quality issue had significantly disrupted
15 deliveries of the Lucid Gravity violated Item 105 because this issue represented a material factor
16 that made an investment in the Company speculative or risky.
17

18 40. Likewise, Defendants violated Item 303 of SEC Regulation S-K, 17 C.F.R. §
19 229.303(b)(2)(ii) (“Item 303”), which required Lucid to “[d]escribe any known trends or
20 uncertainties that have had or that are reasonably likely to have a material favorable or
21 unfavorable impact on net sales or revenues or income from continuing operations.” Defendants’
22 failure to disclose, *inter alia*, the disruption of deliveries of the Lucid Gravity due to a supplier
23 quality issue likewise violated Item 303 because this disruption represented a known trend or
24 uncertainty that was likely to have a material unfavorable impact on the Company’s business and
25 financial results.
26
27
28

1 The Truth Begins to Emerge

2 41. The truth began to emerge on April 3, 2026, when Lucid issued a press release
3 during post-market hours “announc[ing] production and delivery totals for the quarter ended
4 March 31, 2026.” Lucid revealed that it had “produced 5,500 vehicles” during Q1 2026, while
5 only “deliver[ing] 3,093 vehicles.” The press release further disclosed, in relevant part:
6

7 During the quarter, deliveries of the Lucid Gravity were disrupted for 29 days due
8 to a supplier quality issue with the second-row seats. As a result of this, the
9 company’s ability to meet customer demand was impacted.

10 42. Also on April 3, 2026, during post-market hours, *Reuters* published an article
11 entitled “Lucid misses first-quarter vehicle delivery estimates on supplier disruptions”, which
12 provided additional color and comments from Defendant Winterhoff on the Company’s
13 disappointing Q1 2026 delivery results—most notably that deliveries were particularly impacted
14 *over a month earlier* in February 2026. Specifically, the *Reuters* article reported, in relevant part:

15 Lucid . . . missed expectations for first-quarter vehicle deliveries on Friday, hurt by
16 a temporary sales halt and recall tied to an unauthorized supplier change.

17 Deliveries of its electric luxury SUV Lucid Gravity were disrupted for 29 days
18 during the quarter due to a supplier quality issue with second-row seats, limiting
19 the company’s ability to meet customer demand.

20 The company said it produced 5,500 vehicles and delivered 3,093 in the quarter
21 ended March 31. *Analysts at Visible Alpha had expected Lucid to produce 5,967*
22 *vehicles and deliver 5,237 vehicles.*

23 *Deliveries were particularly hit in February, said [Defendant] Winterhoff, when*
24 *Lucid paused to reverse the change and inspect vehicles already produced.*

25 Lucid recalled 4,476 Gravity SUVs built between December 2024 and February
26 2026 earlier this week over seatbelt anchor welds that did not meet safety standards.

27 *The shortfall also highlights the persistent gap between the company’s*
28 *production and its ability to get cars into customer hands*, a challenge that has
plagued Lucid and other EV startups as demand cools.

Supply challenges continue to be a concern, Winterhoff has said, acknowledging
that the company was being conservative with its forecast of producing 25,000 to
27,000 vehicles this year, implying growth could top 50%.

1 43. The next trading day, April 6, 2026, during intraday trading hours, *24/7 Wall St.*
2 published an article entitled “Lucid Faces Biggest Disaster Ever”, addressing the “remarkably
3 small” number of vehicles that Lucid delivered in Q1 2026, stating, in relevant part:

4 If there is one key metric that shows an EV company can survive, it is unit sales
5 growth . . . ***Lucid (NASDAQ: LCID) failed that test, as its first-quarter deliveries***
6 ***and production fell well below expectations.*** In the US market, where EV sales
7 have weakened (except perhaps for used EVs), its future is not beyond grim.

8 ***Lucid [sic] delivered a remarkably small number of vehicles in Q1, at 3,903.*** It
9 produced 5,500. ***The company blamed much of this on a supplier’s lack of***
10 ***inventory, which cost it 29 days of “disruption.”*** It affirms that its production will
11 be 25,000 to 27,000 units this year. ***That is still extremely small.*** Lack of sales has
12 driven Lucid’s stock down 56% over the last year, while the S&P 500 is 30%
13 higher.

14 It is easy to say that Lucid’s problems are simply financial, although it loses billions
15 of dollars a year. The figure was a loss of \$3.7 billion last year.

16 Lucid has to show demand for its extremely expensive vehicles. ***It cannot sell fewer***
17 ***than 4,000 vehicles and even pretend this is sustainable.*** It is hard to do the math,
18 but Lucid would need to sell tens of thousands of its cars to break even.
19 Approximately 26,000 is not enough

20 44. Following the foregoing news and disclosures, Lucid’s stock price fell \$1.13 per
21 share, or 11.35%, over the following two trading sessions, to close at \$8.83 per share on April 7,
22 2026.

23 45. Then, on April 14, 2026, during pre-market hours, Lucid filed a current report on
24 Form 8-K with the SEC, reporting, *inter alia*, its preliminary Q1 2026 financial results, including
25 revenue in the range of \$280 million to \$284 million—well below the consensus estimate of
26 \$433.8 million—and losses from operations in the range of \$985 million to \$1.005 billion.

27 46. The same day, also during pre-market hours, Lucid issued a press release revealing
28 its plans for a \$1.05 billion capital raise, including a \$300 million public stock offering.

47. Following these disclosures, Lucid’s stock price fell \$0.44 per share, or 4.76%, to
close at \$8.80 per share on April 14, 2026.

1 48. As a result of Defendants’ wrongful acts and omissions, and the precipitous
2 decline in the market value of the Company’s securities, Plaintiff and other Class members have
3 suffered significant losses and damages.

4 **Post-Class Period Developments**

5 49. On April 15, 2026, multinational investment bank TD Cowen issued a report
6 addressing Lucid’s delivery disruptions and disappointing results, and reducing its price target
7 (“PT”) on the Company’s stock to \$10.00 from \$19.00, stating, *inter alia*:

8
9 Lucid pre-announced Q1 results that seemed to reflect Gravity ramp launch
10 challenges (29-day disruption that’s since been resolved) noted in the previous
11 delivery release. While Lucid maintained its 2026 production outlook, the company
12 expects a Q1 operating loss of ~\$1bln vs. last year’s quarterly ~\$0.8bln loss rate.
13 Given the tougher start to the year, the NT is likely to be about execution until the
14 midsize (Cosmos & Earth) launch comes into clearer view. Regardless, we expect
15 the FCF [free cash flow] and liquidity outlooks to be primary focal points as
16 investors gauge risk/reward into the midsize platform launch.

17 * * *

18 We’re updating our model for Q1 deliveries and preliminary financials, as well as
19 takeaways from the recent CMD. We make a number of changes with 2030E
20 revenue going higher but with gross margin lower and FCF outlook mostly intact.
21 Our DCF-based PT goes to \$10 from \$19 on estimate changes as well as a higher
22 share count reflecting the recent share price decline and slightly higher assumed
23 future equity issuance.

24 50. On May 5, 2026, Lucid issued a press release reporting its Q1 2026 financial
25 results, including GAAP EPS of -\$3.46, missing consensus estimates by \$0.83, a net loss of over
26 \$1 billion, and revenue of \$282.47 million, missing consensus estimates by \$76.04 million.
27 Defendant Winterhoff, as quoted in the press release, acknowledged that the previously disclosed
28 “supplier issue . . . during the quarter had an impact,” and the need to “align[] production and
delivery with customer demand.” Defendant Boussaid, as quoted in the same press release,
likewise acknowledged that “[w]e ended the quarter with elevated inventory that we expect to
convert to revenue and cash as deliveries normalize[.]”

1 **PLAINTIFF’S CLASS ACTION ALLEGATIONS**

2 53. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil
3 Procedure 23(a) and (b)(3) on behalf of a Class, consisting of all those who purchased or otherwise
4 acquired Lucid securities during the Class Period (the “Class”); and were damaged upon the
5 revelation of the alleged corrective disclosures. Excluded from the Class are Defendants herein,
6 the officers and directors of the Company, at all relevant times, members of their immediate
7 families and their legal representatives, heirs, successors or assigns and any entity in which
8 Defendants have or had a controlling interest.
9

10 54. The members of the Class are so numerous that joinder of all members is
11 impracticable. Throughout the Class Period, Lucid securities were actively traded on the
12 NASDAQ. While the exact number of Class members is unknown to Plaintiff at this time and
13 can be ascertained only through appropriate discovery, Plaintiff believes that there are hundreds
14 or thousands of members in the proposed Class. Record owners and other members of the Class
15 may be identified from records maintained by Lucid or its transfer agent and may be notified of
16 the pendency of this action by mail, using the form of notice similar to that customarily used in
17 securities class actions.
18

19 55. Plaintiff’s claims are typical of the claims of the members of the Class as all
20 members of the Class are similarly affected by Defendants’ wrongful conduct in violation of
21 federal law that is complained of herein.
22

23 56. Plaintiff will fairly and adequately protect the interests of the members of the Class
24 and has retained counsel competent and experienced in class and securities litigation. Plaintiff
25 has no interests antagonistic to or in conflict with those of the Class.
26
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1 57. Common questions of law and fact exist as to all members of the Class and
2 predominate over any questions solely affecting individual members of the Class. Among the
3 questions of law and fact common to the Class are:

- 4 • whether the federal securities laws were violated by Defendants' acts as alleged
5 herein;
- 6 • whether statements made by Defendants to the investing public during the Class
7 Period misrepresented material facts about the business, operations and
8 management of Lucid;
- 9 • whether the Individual Defendants caused Lucid to issue false and misleading
10 financial statements during the Class Period;
- 11 • whether Defendants acted knowingly or recklessly in issuing false and
12 misleading financial statements;
- 13 • whether the prices of Lucid securities during the Class Period were artificially
14 inflated because of the Defendants' conduct complained of herein; and
- 15 • whether the members of the Class have sustained damages and, if so, what is the
16 proper measure of damages.

17 58. A class action is superior to all other available methods for the fair and efficient
18 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as
19 the damages suffered by individual Class members may be relatively small, the expense and
20 burden of individual litigation make it impossible for members of the Class to individually redress
21 the wrongs done to them. There will be no difficulty in the management of this action as a class
22 action.

23 59. Plaintiff will rely, in part, upon the presumption of reliance established by the
24 fraud-on-the-market doctrine in that:

- 25 • Defendants made public misrepresentations or failed to disclose material facts
26 during the Class Period;
- 27 • the omissions and misrepresentations were material;
- 28 • Lucid securities are traded in an efficient market;

- 1 • the Company's shares were liquid and traded with moderate to heavy volume during the Class Period;
- 2
- 3 • the Company traded on the NASDAQ and was covered by multiple analysts;
- 4 • the misrepresentations and omissions alleged would tend to induce a reasonable investor to misjudge the value of the Company's securities; and
- 5
- 6 • Plaintiff and members of the Class purchased, acquired and/or sold Lucid securities between the time the Defendants failed to disclose or misrepresented material facts and the time the true facts were disclosed, without knowledge of the omitted or misrepresented facts.
- 7
- 8

9 60. Based upon the foregoing, Plaintiff and the members of the Class are entitled to a
10 presumption of reliance upon the integrity of the market.

11 61. Alternatively, Plaintiff and the members of the Class are entitled to the
12 presumption of reliance established by the Supreme Court in *Affiliated Ute Citizens of the State*
13 *of Utah v. United States*, 406 U.S. 128, 92 S. Ct. 2430 (1972), as Defendants omitted material
14 information in their Class Period statements in violation of a duty to disclose such information,
15 as detailed above.

16
17 **COUNT I**

18 **(Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Promulgated Thereunder**
19 **Against All Defendants)**

20 62. Plaintiff repeats and re-alleges each and every allegation contained above as if
21 fully set forth herein.

22 63. This Count is asserted against Defendants and is based upon Section 10(b) of the
23 Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder by the SEC.

24 64. During the Class Period, Defendants engaged in a plan, scheme, conspiracy and
25 course of conduct, pursuant to which they knowingly or recklessly engaged in acts, transactions,
26 practices and courses of business which operated as a fraud and deceit upon Plaintiff and the other
27 members of the Class; made various untrue statements of material facts and omitted to state
28

1 material facts necessary in order to make the statements made, in light of the circumstances under
2 which they were made, not misleading; and employed devices, schemes and artifices to defraud
3 in connection with the purchase and sale of securities. Such scheme was intended to, and,
4 throughout the Class Period, did: (i) deceive the investing public, including Plaintiff and other
5 Class members, as alleged herein; (ii) artificially inflate and maintain the market price of Lucid
6 securities; and (iii) cause Plaintiff and other members of the Class to purchase or otherwise
7 acquire Lucid securities and options at artificially inflated prices. In furtherance of this unlawful
8 scheme, plan and course of conduct, Defendants, and each of them, took the actions set forth
9 herein.
10

11 65. Pursuant to the above plan, scheme, conspiracy and course of conduct, each of the
12 Defendants participated directly or indirectly in the preparation and/or issuance of the quarterly
13 and annual reports, SEC filings, press releases and other statements and documents described
14 above, including statements made to securities analysts and the media that were designed to
15 influence the market for Lucid securities. Such reports, filings, releases and statements were
16 materially false and misleading in that they failed to disclose material adverse information and
17 misrepresented the truth about Lucid's finances and business prospects.
18

19 66. By virtue of their positions at Lucid, Defendants had actual knowledge of the
20 materially false and misleading statements and material omissions alleged herein and intended
21 thereby to deceive Plaintiff and the other members of the Class, or, in the alternative, Defendants
22 acted with reckless disregard for the truth in that they failed or refused to ascertain and disclose
23 such facts as would reveal the materially false and misleading nature of the statements made,
24 although such facts were readily available to Defendants. Said acts and omissions of Defendants
25 were committed willfully or with reckless disregard for the truth. In addition, each Defendant
26
27
28

1 knew or recklessly disregarded that material facts were being misrepresented or omitted as
2 described above.

3 67. Information showing that Defendants acted knowingly or with reckless disregard
4 for the truth is peculiarly within Defendants' knowledge and control. As the senior managers
5 and/or directors of Lucid, the Individual Defendants had knowledge of the details of Lucid's
6 internal affairs.
7

8 68. The Individual Defendants are liable both directly and indirectly for the wrongs
9 complained of herein. Because of their positions of control and authority, the Individual
10 Defendants were able to and did, directly or indirectly, control the content of the statements of
11 Lucid. As officers and/or directors of a publicly held company, the Individual Defendants had a
12 duty to disseminate timely, accurate, and truthful information with respect to Lucid's businesses,
13 operations, future financial condition and future prospects. As a result of the dissemination of the
14 aforementioned false and misleading reports, releases and public statements, the market price of
15 Lucid securities was artificially inflated throughout the Class Period. In ignorance of the adverse
16 facts concerning Lucid's business and financial condition which were concealed by Defendants,
17 Plaintiff and the other members of the Class purchased or otherwise acquired Lucid securities at
18 artificially inflated prices and relied upon the price of the securities, the integrity of the market
19 for the securities and/or upon statements disseminated by Defendants, and were damaged thereby.
20
21

22 69. During the Class Period, Lucid securities were traded on an active and efficient
23 market. Plaintiff and the other members of the Class, relying on the materially false and
24 misleading statements described herein, which the Defendants made, issued or caused to be
25 disseminated, or relying upon the integrity of the market, purchased or otherwise acquired shares
26 of Lucid securities at prices artificially inflated by Defendants' wrongful conduct. Had Plaintiff
27 and the other members of the Class known the truth, they would not have purchased or otherwise
28

1 acquired said securities, or would not have purchased or otherwise acquired them at the inflated
2 prices that were paid. At the time of the purchases and/or acquisitions by Plaintiff and the Class,
3 the true value of Lucid securities was substantially lower than the prices paid by Plaintiff and the
4 other members of the Class. The market price of Lucid securities declined sharply upon public
5 disclosure of the facts alleged herein to the injury of Plaintiff and Class members.
6

7 70. By reason of the conduct alleged herein, Defendants knowingly or recklessly,
8 directly or indirectly, have violated Section 10(b) of the Exchange Act and Rule 10b-5
9 promulgated thereunder.

10 71. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and
11 the other members of the Class suffered damages in connection with their respective purchases,
12 acquisitions and sales of the Company's securities during the Class Period, upon the disclosure
13 that the Company had been disseminating misrepresented financial statements to the investing
14 public.
15

16 **COUNT II**

17 **(Violations of Section 20(a) of the Exchange Act Against the Individual Defendants)**

18 72. Plaintiff repeats and re-alleges each and every allegation contained in the
19 foregoing paragraphs as if fully set forth herein.
20

21 73. During the Class Period, the Individual Defendants participated in the operation
22 and management of Lucid, and conducted and participated, directly and indirectly, in the conduct
23 of Lucid's business affairs. Because of their senior positions, they knew the adverse non-public
24 information about Lucid's false statements regarding the Lucid Gravity and the Company's
25 manufacturing and delivery capabilities and overall operations.

26 74. As officers and/or directors of a publicly owned company, the Individual
27 Defendants had a duty to disseminate accurate and truthful information with respect to Lucid's
28

1 financial condition and results of operations, and to correct promptly any public statements issued
2 by Lucid which had become materially false or misleading.

3 75. Because of their positions of control and authority as senior officers, the Individual
4 Defendants were able to, and did, control the contents of the various reports, press releases and
5 public filings which Lucid disseminated in the marketplace during the Class Period concerning
6 Lucid's results of operations. Throughout the Class Period, the Individual Defendants exercised
7 their power and authority to cause Lucid to engage in the wrongful acts complained of herein.
8 The Individual Defendants, therefore, were "controlling persons" of Lucid within the meaning of
9 Section 20(a) of the Exchange Act. In this capacity, they participated in the unlawful conduct
10 alleged which artificially inflated the market price of Lucid securities.
11

12 76. Each of the Individual Defendants, therefore, acted as a controlling person of
13 Lucid. By reason of their senior management positions and/or being directors of Lucid, each of
14 the Individual Defendants had the power to direct the actions of, and exercised the same to cause,
15 Lucid to engage in the unlawful acts and conduct complained of herein. Each of the Individual
16 Defendants exercised control over the general operations of Lucid and possessed the power to
17 control the specific activities which comprise the primary violations about which Plaintiff and the
18 other members of the Class complain.
19

20 77. By reason of the above conduct, the Individual Defendants are liable pursuant to
21 Section 20(a) of the Exchange Act for the violations committed by Lucid.
22

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff demands judgment against Defendants as follows:

25 A. Determining that the instant action may be maintained as a class action under Rule
26 23 of the Federal Rules of Civil Procedure, and certifying Plaintiff as the Class representative;
27
28

1 B. Requiring Defendants to pay damages sustained by Plaintiff and the Class by
2 reason of the acts and transactions alleged herein;

3 C. Awarding Plaintiff and the other members of the Class prejudgment and post-
4 judgment interest, as well as their reasonable attorneys' fees, expert fees and other costs; and

5 D. Awarding such other and further relief as this Court may deem just and proper.
6

7 **DEMAND FOR TRIAL BY JURY**

8 Plaintiff hereby demands a trial by jury.

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