



## **EXHIBIT A — TAILORED § 220 PRODUCTION PROTOCOL (INSIDE-OUT)**

**Timeframe:** Six months pre-signing through six months post-second closing of the Luminar transaction (subject to conferral).

**Custodians (initial):** Safko; Harvey; Board Chair/Lead Director; Company GC/Secretary; banker lead; outside-counsel deal liaison.

**Search Focus Terms (non-exhaustive; to be refined after hit report):**

“Luminar,” “employment,” “offer,” “retention,” “bonus,” “equity,” “RSU,”  
“option,” “consulting,” “side letter,” “grant notice,” “award,” “compensation,”  
“inducement,” the surnames of identified custodians, and any project code names.

**Systems/Locations:** Company email accounts; calendars/invites; relevant chat/collaboration platforms used for the transaction; board portals; and data-room indexes/access logs. Personal accounts or devices used for Company business on these topics must be collected and produced on the same terms.

## Definitions

For clarity and to avoid dispute:

- **Direct** means any agreement, offer, grant, side letter, or inducement executed **between the Defendant and Luminar Technologies, Inc. itself.**
- **Indirect** means any agreement, offer, grant, side letter, or inducement executed **through an affiliate, subsidiary, special-purpose vehicle, or intermediary entity controlled by Luminar** or acting on its behalf in the transaction.
- **UBO (Ultimate Beneficial Owner)** means any entity or vehicle **owned or controlled by Defendant or entities where Defendant, directly or indirectly,** through which compensation in the form of cash, equity or debt relief, or other forms of inducement benefits are routed to the Defendant.

Defendants are expected to construe these definitions broadly and in good faith.

Agreements, benefits, or inducements routed through affiliates, subsidiaries, or

UBO-controlled vehicles are covered by this protocol to the same extent as those executed directly with Luminar.

## **Stage 1 (Due Day 14): Formal and Compensation Materials**

- **Formal board materials:** minutes, agendas, resolutions, banker/process decks, and any conflict/recusal disclosures concerning the Luminar transaction and any compensation/retention arrangements for Safko and Harvey.
- **Countersigned compensation paper (direct or indirect):** offer/executive-compensation letters; retention or consulting agreements; equity grant notices/award agreements; side letters addressing compensation, retention, non-compete, post-closing benefits, or inducements. This includes agreements with:
  - Luminar Technologies, Inc. (the parent);
  - Any Luminar subsidiary, affiliate, or special-purpose vehicle involved in the transaction;
  - Any entity acting as an intermediary or indirect vehicle (including UBO-controlled entities).

- **Targeted ESI:** emails and relevant ESI from the identified custodians, within the timeframe specified, including calendar entries and invites reflecting meetings or discussions with Luminar, its affiliates/subsidiaries, or UBO-related entities concerning compensation or retention.
- **Personal accounts/devices:** Identify and collect if used for Company business concerning the above topics.
- **Certifications:** Each director/officer shall execute a sworn custodian-by-custodian certification describing systems searched, whether personal accounts were included, and whether countersigned agreements exist.

Directors shall also complete the **Director Self-Attestation Form (Exhibit C)** confirming whether they executed, received, or were offered any direct, indirect, or UBO-related compensation/retention agreements or side letters.

## **Stage 2 (Due Day 21): Counterparts**

- If any required agreement, notice, or side letter was not produced because it was executed only with Luminar, a Luminar subsidiary/affiliate, or a related UBO-controlled entity, Defendants shall request and produce those counterparts, and provide a short declaration describing the request and response.

## **Escalation Protocol**

If material gaps remain after Stage 2 because executed documents are held exclusively by Luminar or its affiliates, Plaintiff reserves the right to pursue those materials directly from Luminar through a separate inspection demand or related statutory process. As Luminar is a Delaware-incorporated, publicly traded company, it is subject to its own inspection obligations, and Plaintiff may invoke those remedies to **cross-reference information and validate Defendants' answers**, including confirmation of any compensation or inducement agreements flowing through Luminar subsidiaries, affiliates, or UBO-related entities.

## **Enforcement & Fees**

Failure to substantially comply may warrant fee-shifting consistent with Delaware precedent in § 220 actions.