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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

GABRIEL AHMAD, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BELAMI, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 24CV009564

Assigned for All Purposes to:
Honorable Lauri A. Damrell
Department 22

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT, AND
ENTRY OF JUDGMENT**

Hearing Date: August 1, 2025
Hearing Time: 9:00 am
Hearing Place: Department 22

Complaint Filed: May 15, 2024
FAC Filed: November 18, 2024
Trial Date: Not Set

FILED
Superior Court of California
County of Sacramento
08/01/2025
V. Aleman, Deputy

1 The above-referenced Class Action and PAGA Action (“Action”) having come before
2 the Court on August 1, 2025 in Department 22 before the Honorable Lauri A. Damrell, for a
3 hearing and Order Granting Final Approval of Class Action and PAGA Settlement and
4 Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), filed and entered on February 28, 2025, and as set forth in the
6 Class Action and PAGA Settlement Agreement (“Settlement” or “Agreement”) in this Action,
7 and due and adequate notice having been given to all Class Members and Aggrieved Employees
8 as required in the Preliminary Approval Order, and the Court having considered all papers filed
9 and proceedings had herein and being fully informed, and good cause appearing therefor,

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

11 1. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 2. Consistent with the definitions provided in the Settlement, the terms “Class” and
14 “Class Members” shall mean the following: all current and former hourly-paid or non-exempt
15 employees of Defendant Belami, Inc. (“Defendant”) within the State of California at any time
16 during the period from May 15, 2020 through January 27, 2025. The Class will not include any
17 person who previously settled or released any of the claims covered by this Settlement, or any
18 person who previously was paid or received awards through civil or administrative actions for
19 the claims covered by this Settlement. No Class Member submitted a timely and valid Request
20 for Exclusion.

21 “Aggrieved Employees” are defined as all current and former hourly-paid or non-exempt
22 employees of Defendant within the State of California at any time during the period from
23 November 1, 2023 through January 27, 2025. Aggrieved Employees will be paid their Individual
24 PAGA Payment and release the Released PAGA Claims regardless of whether they submit a
25 timely and valid Request for Exclusion from the Settlement. Aggrieved Employees are not
26 eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

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3. For purposes of the Settlement and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (a) Defendant and SKYX Platforms Corp.; (b) each of Defendant’s past and present parents, subsidiaries, partners, affiliates, brands, including any corporation, limited liability company, or partnership; (c) past and present board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (d) any individual or entity which could be jointly liable with any of the foregoing.

4. This Court has jurisdiction over the subject matter of this Action, and for settlement purposes only, over all Parties to this Action, including all Class Members and Aggrieved Employees.

5. Distribution of the Class Notice directed to Class Members and Aggrieved Employees as set forth in the Settlement, and the other matters set forth therein, has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and Aggrieved Employees who could be identified through reasonable effort, and is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, Aggrieved Employees, Released Class Claims, and Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

6. The Court finds the Settlement was entered into in good faith pursuant to and within the meaning of Code of Civil Procedure section 877.6. The Court finds that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this Settlement under the law, including the provisions of Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 7. The Court approves the Settlement set forth in the Settlement and finds that the
2 Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
3 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
4 result of intensive, serious, and non-collusive arms-length negotiations. The Court finds that the
5 Parties have conducted extensive investigation and research, and counsel for the Parties are able
6 to reasonably evaluate their respective positions. The Court finds that the Settlement at this time
7 will avoid additional substantial costs, as well as avoid the delay and risks that would be
8 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
9 being granted as part of the Settlement and recognizes the significant value to the Class Members
10 and Aggrieved Employees. The Court finds that the Class is properly certified as a class for
11 settlement purposes only.

12 8. Effective on the date when Defendant fully funds the entire Gross Settlement
13 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, each and every Released Class Claim (defined in the Agreement and set forth below)
15 of each and every Class Member is and shall be deemed to be conclusively released as against
16 the Released Parties. Effective on the date when Defendant fully funds the entire Gross
17 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
18 Individual Class Payments, the Class Representative and each and every Class Member who has
19 not submitted a valid Request for Exclusion are hereby released and forever barred ~~and enjoined~~
20 from prosecuting the Released Class Claims, except as to such rights or claims as may be created
21 by the Settlement, against Defendant and the Released Parties from any and all claims under
22 state, federal, and local law alleged in this Action and that reasonably could have been alleged
23 in this Action based on the factual allegations contained in the Operative Complaint in this
24 Action and any amendments thereto, as to the Class Members, including without limitation,
25 Labor Code sections 201, 202, 203, 218, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198,
26 2800, and 2802, Industrial Commission Wage Orders, Business and Professions Code sections
27 17200, *et seq.*, Code of Civil Procedure sections 382 and 1021.5, and including all claims for or
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1 related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages,
2 regular rate of pay, sick pay, bonus and incentive pay, unreimbursed business expenses, timely
3 payment of wages during employment, timely payment of wages at separation, wage statements,
4 payroll records and recordkeeping, meal periods and meal period premiums, rest breaks and rest
5 break premiums, unfair competition, unfair business practices, unlawful business practices,
6 fraudulent business practices, class actions, representative actions, aggrieved party claims,
7 declaratory relief, penalties of any nature (including, but not limited to, civil penalties, waiting-
8 time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the
9 Action (collectively “Released Class Claims”), from May 15, 2020 through January 27, 2025
10 (“Class Release Period”). Expressly excluded from the Released Class Claims are claims for
11 retaliation, discrimination, unemployment insurance, disability, workers compensation, and any
12 claims outside the Released Class Claims. The Released Class Claims shall not include any
13 claims that cannot be released as a matter of law. ~~In addition, effective on the date when~~
14 ~~Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes~~
15 ~~owed on the Wage Portion of the Individual Class Payments, the Class Representative and the~~
16 ~~Class, and each member of the Class who has not submitted a valid Request for Exclusion, are~~
17 ~~forever barred and enjoined from instituting or accepting damages or obtaining relief against the~~
18 ~~Released Parties for any period from May 15, 2020 through January 27, 2025, relating to the~~
19 ~~Released Class Claims.~~

20 9. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, the claims to be released by the Aggrieved Employees include all claims arising
23 during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the
24 State of California and/or the LWDA, to the maximum extent permitted by law, and as a private
25 attorney general acting on behalf of Plaintiff and the Aggrieved Employees, asserted or could
26 reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter,
27 including, but not limited to, all claims arising under the Labor Code sections 201, 202, 203,
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218, 226, 226.7, 246, 510, 512, 1194, 1194.2, 1197, 1198, 2800, and 2802, Industrial Commission Wage Orders, Business and Professions Code sections 17200, *et seq.*, Code of Civil Procedure sections 382 and 1021.5, as alleged in the Action (collectively “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all Aggrieved Employees from November 1, 2023 through January 27, 2025 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff and/or Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement, and regardless of whether any such Aggrieved Employee opts out or attempts to exclude himself or herself from the Settlement.

10. Neither the Settlement, nor any of the terms set forth in the Agreement, is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, Settlement, Released Class Claims, Released PAGA Claims, and any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in any other proceeding, the Final Order, the Settlement, and any other papers and records on file in this Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and the Released PAGA Claims.

1 11. The Court enters judgment in the Action as of the filing date of this Final Order,
2 pursuant to the terms set forth in the Settlement. Without affecting the finality of this Final Order
3 in any way, the Court hereby retains continuing jurisdiction over the interpretation,
4 implementation and enforcement of the Settlement and all orders entered in connection
5 therewith pursuant to Code of Civil Procedure section 664.6.

6 12. The Court finds the settlement payments provided for under the Settlement to be
7 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
8 payments to be made and administered in accordance with the terms of the Settlement.

9 13. The Court confirms Justice Law Corporation as Class Counsel in this Action.

10 14. The Court finds that the common fund doctrine is applicable to this Action because
11 there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately
12 traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and
13 the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-
14 sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
15 Court finds the Class Counsel Fees Payment of thirty-five percent (35%) of the common fund
16 to be appropriate compensation for Class Counsel. The Class Counsel Fees Payment is within
17 the range that has been approved by other courts in similar cases and reasonable in light of the
18 circumstances of this Action, the substantial and beneficial results obtained on behalf of the
19 Class, and the contingent nature of the recovery over the course of this Action, which included
20 potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms
21 of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the
22 Court awards Class Counsel Fees Payment in the amount of \$105,000, and Class Counsel
23 Litigation Expenses Payment in the amount of \$17,069.71, from the Gross Settlement Amount
24 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred
25 by and/or owed to Class Counsel and any other person or entity related to this Action. The Court
26 orders that the award of Class Counsel Fees Payment and Class Counsel Litigation Expenses
27 Payment set forth in herein shall be administered pursuant to the terms of the Settlement and
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made payable to and deposited into the bank account of “Justice Law Corporation” as Class Counsel in this Action.

15. The Court approves and orders payment of a Class Representative Service Payment to Plaintiff and Class Representative Gabriel Ahmad in the amount of \$10,000 from the Gross Settlement Amount.

16. The Court approves and orders payment in the amount of \$25,000 from the Gross Settlement Amount for PAGA penalties, with sixty-five percent (65%) (or \$16,250) payable to the California Labor and Workforce Development Agency, and thirty-five percent (35%) (or \$8,750) payable to the Aggrieved Employees.

17. The Court approves and orders payment from the Gross Settlement Amount the Administration Expenses Payment for actual claims administration expenses incurred by the Claims Administrator, CPT Group, Inc., in the amount of \$7,500.

18. The Court approves and orders that any uncashed settlement checks after the expiration date will be distributed to the California Controller’s Unclaimed Property Fund in the name of the Class Member.

19. The Court finds and orders that the Settlement is and constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendant and the Released Parties.

20. Provided the Settlement becomes effective under the terms of the Settlement, the Court orders the deadline for mailing the Court-approved settlement payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is as set forth in the Implementation Schedule within the Preliminary Approval Order.

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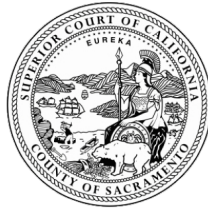
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21. The Court finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Approval Order.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

Dated: CE * ~ • 07/20/21



A handwritten signature in black ink, appearing to read "L. Damrell", written over a horizontal line.

Honorable Lauri A. Damrell
Judge of the Superior Court