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[Additional counsel on next page]

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

AHMED IDRIS, individually, and on behalf of
other members of the general public similarly
situated, and as an aggrieved employee pursuant
to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SPEARHEAD MOBILITY INC, a Texas
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV003917

Assigned to the Hon. Lauri A. Damrell

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: June 27, 2025

Time: 9:00 a.m.

Place: Department 22

Complaint Filed: June 29, 2023

Trial Date: None Set

FILED
Superior Court of California
County of Sacramento
06/27/2025
V. Aleman, Deputy

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1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Court accordingly overrules the objection of Class Member Richie Le^

20 10. The Settlement Agreement is not an admission by Defendant or by any other Released
21 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
22 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
23 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
25 whatsoever by or against Defendant or any of the other Released Parties.

26 11. Final approval shall be with respect to: All persons who worked for Defendant as non-
27 exempt, hourly employees in the State of California and worked at least one day during the period from
28 June 29, 2019 through July 31, 2023.

12. Plaintiffs Ahmed Idris and Rosa de Jesus Hernandez are adequate and suitable representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

13. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of all claims arising out of their employment with Defendant.

14. The Court finds that the attorneys at Capstone Law APC; Lidman Law, APC; Haines Law Group, APC; and Law Offices of Raphael A. Katri have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints these firms as counsel for the Settlement Class.

15. The settlement of civil penalties under PAGA in the amount of \$40,000 is hereby approved. Seventy-Five Percent (75%), or \$30,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$10,000, will be paid to PAGA Members.

16. The Court hereby awards \$130,000 in attorneys' fees and ~~\$24,903~~ ^{AG FEE} in costs and expenses to Class Counsel. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable. The award of attorneys' fees and costs will be divided as follows: (a) \$65,000 in attorneys' fees and ~~\$17,157.88~~ ^{AF FEE} in litigation costs to Capstone Law APC; and (bi) \$65,000 in attorneys' fees and \$7,745.12 in litigation costs to Lidman Law, APC, and ~~Law Offices of Raphael A. Katri~~, and Haines Law Group, APC.

17. The Court approves settlement administration costs and expenses in the amount of \$8,500 to ILYM Group, Inc.

1 18. All Class Members were given a full and fair opportunity to participate in the Approval
2 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
3 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
4 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
5 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
6 Members have released and forever discharged the Released Parties for any and all Released Class
7 Claims during the Class Period:

8 All claims, transactions, or occurrences that occurred during the Class Period and
9 that were alleged, or reasonably could have been alleged based on the facts
10 contained, in the Second Amended Complaint, including: (a) all claims for unpaid
11 overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid
12 minimum wages; (d) all claims for the failure to timely pay wages upon
13 termination based on the preceding claims; (e) all claims for the failure to timely
14 pay wages during employment based on the preceding claims; (f) all claims for
15 wage statement violations based on the preceding claims; (g) all claims for the
16 failure to reimburse necessary business expenses; (h) all claims for failure to
17 provide reporting time pay; (i) all claims for failure to pay sick wages at the regular
18 rate of pay; and (j) all claims asserted through California Business & Professions
19 Code §§ 17200, *et seq.* Except as set forth in Paragraph 65 of this Agreement,
20 Participating Class Members do not release any other claims, including claims for
21 vested benefits, wrongful termination, violation of the Fair Employment and
22 Housing Act, unemployment insurance, disability, social security, workers'
23 compensation, or claims based on facts occurring outside the Class Period.

17 19. Additionally, all PAGA Members and the LWDA have released and forever discharged
18 the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims,
19 transactions, or occurrences for PAGA civil penalties that were alleged, or reasonably could have been
20 alleged based on the facts contained in Plaintiffs' complaints in the Actions and Plaintiffs' PAGA
21 Notices during the PAGA Period.

22 20. Judgment in this matter is entered in accordance with the above findings.

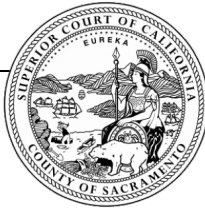
23 21. Without affecting the finality of the Judgment, the Court shall retain exclusive and
24 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
25 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
26 the terms of the Judgment entered herein.

27 22. This document shall constitute a judgment (and separate document constituting said
28 judgment) for purposes of California Rules of Court, Rule 3.769(h).

23. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than September 4, 2026. The Court sets a compliance hearing for U&â\AGGEG ~~FOR K&E~~ at _____, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 1 03 2026



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

Hon. Lauri A. Damrell
Sacramento County Superior Court Judge