

THE MARKHAM LAW FIRM

David R. Markham (SBN 71814)

dmarkham@markham-law.com

Lisa R. Brevard (SBN 323391)

lbrevard@markham-law.com

888 Prospect Street, Suite 200

La Jolla, CA 92037

Telephone: (619) 399-3995/Facsimile: (619) 615-2067

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Maggie K. Realin (SBN 263639)

mrealin@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

[Additional Counsel Listed on Next Page]

Attorneys for Plaintiff CHRISTIAN SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CHRISTIAN SANCHEZ, ATU AKINLABI
WATSON, and TYRON WESLEY
MCCARTHER, individuals, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SPOKE LOGISTICS, LLC, a Wyoming
Limited Liability Company, and Does 1-25,
Inclusive,

Defendant.

Case No. 23-CV-035138

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Victoria Kolakowski

Department 16

CLASS AND REPRESENTATIVE ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR: 1) FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND 2) APPROVAL OF
ATTORNEYS' FEES AND COSTS,
ADMINISTRATION COSTS, AND
CLASS REPRESENTATIVES'
ENHANCEMENT AWARDS**

Date: October 22, 2026

Time: 2:30 p.m.

Dept.: 16

Reservation: A-35138-001

Complaint filed: June 6, 2023

Trial Date: Not Set

1 SPOKE LOGISTICS, LLC, a California
2 Corporation,

3 Cross-Complainant,

4 v.

5 HE IS THE WAY TRANSPORT
6 SERVICES, INC.,

7 Cross-Defendant.

Complaint filed: September 11, 2023
Trial Date: Not Set

8 **UNITED EMPLOYEES LAW GROUP**

9 Walter L. Haines (SBN 71075)

10 whaines@uelglaw.com

8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

Telephone: (562) 256-1047/Facsimile: (562) 256-1006

11 Attorneys for Plaintiff CHRISTIAN SANCHEZ

12 **SIRMABEKIAN LAW FIRM, PC**

13 Sarkis Sirmabekian (SBN 278588)

contact@slawla.com

2600 W. Olive Avenue, Suite 549

Burbank, CA 91505

Telephone: (818) 473-5003/Facsimile: (818) 476-5619

16 Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER

TABLE OF CONTENTS

I.	INTRODUCTION.....	6
II.	THE SETTLEMENT MEETS THE CRITERIA FOR FINAL APPROVAL	7
A.	Legal Standard for Final Approval	7
1.	The Settlement is the Product of Arm’s Length and Informed Negotiations	8
2.	The Settlement Amount is Fair and Reasonable	9
3.	Sufficient Discovery has been Completed to Warrant Settlement.....	10
4.	Class Counsel is Experienced, and Endorses the Settlement	10
5.	Class Members’ Positive Reaction Warrants Final Approval	11
6.	The Proposed Plan of Allocation is Fair and Reasonable	11
7.	Uncashed Check Distribution is Proper	12
8.	The Presence of Government Participant.....	12
B.	The Class Received Adequate Notice	12
III.	LEGAL BASIS FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS.....	13
IV.	FEE AWARD IS PROPER UNDER LODESTAR/MULTIPLIER METHOD	15
A.	Counsel’s Hourly Rates are Reasonable	15
B.	Counsel’s Hours Spent on the Case are Reasonable	17
V.	FACTORS JUSTIFYING THE APPROVAL OF THE REQUESTED ATTORNEY FEE AWARD ARE SATISFIED	17
A.	The Results Achieved	17
B.	The Risk Involved with the Litigation	18
C.	Counsel’s Skill, Experience, and Quality of Work	19
D.	The Contingent Nature of the Fee	20
E.	Awards Made in Similar Cases	20
F.	The Reaction of the Class	21
G.	The Comparison of the Benchmark with Counsel’s Lodestar	22
VI.	CLASS COUNSEL’S COSTS WERE REASONABLY INCURRED	22
VII.	CLASS REPRESENTATIVES’ ENHANCEMENT AWARDS ARE FAIR.....	23
VIII.	CONCLUSION.....	26

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal. App. 4th 1135	7, 9, 12, 18
<i>Apex v. Restoration Hardware, Inc.</i> (2018) 4 Cal.5th 260	7
<i>Bellinghausen v. Tractor Supply Co.</i> (N.D. Cal. 2014) 303 F.R.D. 611	18
<i>Chavez v. Blue Sky Nat. Beverage Co.</i> (N.D. Cal. June 1, 2012) 2012 WL 12921300	15
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	21
<i>Clark v. Am. Residential Servs.</i> (2009) 175 Cal.App.4th 785	23
<i>Craft v. Cty. of San Bernardino</i> (C.D. Cal. 2008) 624 F. Supp. 2d 1113	17
<i>Dearaujo v. Regis Corp.</i> (E.D. Cal. July 21, 2017) 2017 WL 3116626	25
<i>Dunk v. Ford Motor Co.</i> (1982) 48 Cal.App.4th 1794	passim
<i>Durham v. Cont'l Cent. Credit, Inc.</i> (S.D. Cal. Jan. 10, 2011) 2011 WL 90253.....	10
<i>Edmonds v. United States</i> (D.S.C. 1987) 658 F.Supp.1126.....	19
<i>Fernandez v. Victoria's Secret Stores</i> (C.D. Cal. July 21, 2008) 2008 WL 8150856	21
<i>Gates v. Deukmejian</i> (9th Cir. 1992) 987 F.2d 1392	15
<i>Glendora Cmty. Redev. Agency v. Demeter</i> (1984) 155 Cal.App.3d 465	17
<i>Greene v. Dillingham Constr. NA., Inc.</i> (2002) 101 Cal.App.4th 418	20
<i>Hanlon v. Chrysler Corp.</i> (1999) 150 F.3d 1011.....	13
<i>Hefler v. Wells Fargo & Co.</i> (N.D. Cal. Dec. 18, 2018) 2018 WL 6619983.....	16
<i>Hensley v. Eckerhart</i> (1983) 461 U.S. 424.....	14, 15
<i>In re Cellphone Termination Fee Cases</i> (2010) 186 Cal.App.4th 1380	23

1	<i>In re Consumer Privacy Cases</i>	
2	(2009) 175 Cal.App.4th 545	14, 22
3	<i>In re Immune Response Sec. Litig.</i>	
4	(S.D. Cal. 2007) 497 F. Supp. 2d 1166	21
5	<i>In re Media Vision Tech. Sec. Litig.</i>	
6	(N.D. Cal.1996) 913 F.Supp. 1362	22
7	<i>In re Omnivision Techs., Inc.</i>	
8	(N.D. Cal. 2007) 559 F.Supp.2d 1036	11, 17, 20
9	<i>In re Pacific Enters. Sec. Litig.</i>	
10	(9th Cir. 1995) 47 F.3d 373	10
11	<i>In re TD Ameritrade Account Holder Litig.</i>	
12	(N.D. Cal. Sept. 13, 2011) 2011 WL 4079226	10
13	<i>In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.</i>	
14	(N.D. Cal. Mar. 17, 2017) 2017 WL 1047834.....	16
15	<i>Keating v. Super. Ct.</i>	
16	(1982) 31 Cal. 3d 584	14
17	<i>Ketchum v. Moses</i>	
18	(2001) 24 Cal.4th 1122	15, 20
19	<i>Knight v. Red Door Salons, Inc.</i>	
20	(N.D. Cal. Feb. 2, 2009) 2009 WL 248367	19
21	<i>Kullar v. Foot Locker Retail, Inc.</i>	
22	(2008) 168 Cal.App.4th 116	8, 10
23	<i>Laffitte v. Robert Half Int’l Inc.</i>	
24	(2016) 1 Cal.5th 480	14, 21
25	<i>Lealao v. Beneficial California</i>	
26	(2000) 82 Cal.App.4th 19	17, 22
27	<i>Linney v. Cellular Alaska P’ship</i>	
28	(9th Cir. 1998) 151 F.3d 1234	9, 10
	<i>Low v. Trump University, LLC</i>	
	(S.D. Cal. 2017) 246 F.Supp.3d 1295.....	25
	<i>Martin v. AmeriPride Servs.</i>	
	(S.D. Cal. June 9, 2011) 2011 WL 2313604.....	11, 25
	<i>Matter of Cont’l Ill. Sec. Litig.</i>	
	(7th Cir. 1992) 962 F.2d 566	23
	<i>Nat’l Rural Telecomm. v. DirectTV, Inc.</i>	
	(C.D. Cal. 2004) 221 F.R.D. 523.....	9, 21
	<i>New York Gaslight Club, Inc. v. Carey</i>	
	(1980) 447 U.S. 54.....	17
	<i>Nobles v. MBNA Corp.</i>	
	(N.D. Cal. June 29, 2009) 2009 WL 1854965.....	11

1	<i>Officers for Justice v. Civil Serv. Comm'n of S.F.</i>	
2	(9th Cir. 1982) 688 F.2d 615	7, 11
3	<i>Olson v. Cohen</i>	
4	(2003) 106 Cal. App. 4th 1209	13
5	<i>Paul, Johnson, Alston & Hunt v. Gaulty</i>	
6	(9th Cir. 1989) 886 F.2d 268	14
7	<i>People ex rel. Dept. of Transp. v. Yuki</i>	
8	(1995) 31 Cal.App.4th 1754	14
9	<i>PLCM Group, Inc. v. Drexler</i>	
10	(2000) 22 Cal. 4th 1084	15
11	<i>Radcliffe v. Experian Info. Solutions, Inc.</i>	
12	(2013) 715 F.3d 1157	23
13	<i>Raining Data Corp. v. Barrenechea</i>	
14	(2009) 175 Cal.App.4th 1363	16
15	<i>Richardson v. THD At-Home Services, Inc.</i>	
16	(E. D. Cal. Apr. 6, 2016) 2016 WL 1366952.....	25
17	<i>Ridgeway v. Wal-Mart Stores Inc.</i>	
18	(N.D. Cal., Sept. 14, 2017) 2017 WL 4071293	25
19	<i>Rodriguez v. West Publ'g</i>	
20	(9th Cir. 2009) 563 F.3d 948	23
21	<i>Romero v. Producers Dairy Foods, Inc.</i>	
22	(E.D. Cal. Nov. 14, 2007) 2007 WL 3492841	21
23	<i>Ross v. U.S. Bank Nat'l Ass'n</i>	
24	(N.D. Cal. Sept. 29, 2010) 2010 WL 3833922	25
25	<i>San Bernardino Valley Audubon Soc'y v. Cnty. of San Bernardino</i>	
26	(1984) 155 Cal. App. 3d 738	15
27	<i>Satchell v. Fed. Express Corp.</i>	
28	(N.D. Cal. Apr. 13, 2007) 2007 WL 1114010	8
	<i>Schneider v. Chipotle Mexican Grill, Inc.</i>	
	(N.D. Cal. Nov. 4, 2020) 2020 WL 6484833	16
	<i>Serrano v. Priest</i>	
	(1977) 20 Cal. 3d 25	13, 17
	<i>Stovall-Gusman v. W.W. Granger, Inc.</i>	
	(N.D. Cal. June 17, 2015) 2015 WL 3776765	18
	<i>Syers Props. III v. Rankin</i>	
	(2014) 226 Cal. App. 4th 691	15
	<i>Thieriot v. Celtic Ins. Co.</i>	
	(N.D. Cal. Apr. 21, 2011) 2011 WL 1522385	9
	<i>Thomas v. Cognizant Tech. Sols. U.S. Corp.</i>	
	(C.D. Cal. June 24, 2013) 2013 WL 12371622	18

1	<i>Torchia v. W.W. Grainger, Inc.</i>	
2	(E.D. Cal. 2014) 304 F.R.D. 256	12
3	<i>Vasquez v. Coast Valley Roofing, Inc.</i>	
4	(E.D. CA 2010) 266 F.R.D. 482	21
5	<i>Vincent v. Hughes Air West, Inc.</i>	
6	(9th Cir. 1977) 557 F.2d 759	14
7	<i>Vizcaino v. Microsoft Corp.</i>	
8	(9th Cir. 2002) 290 F.3d 1043	15, 22
9	<i>Welch v. Metro. Life Ins. Co.</i>	
10	(9th Cir. 2007) 480 F.3d 942	16
11	<i>Wershba v. Apple Computer, Inc.</i>	
12	(2001) 91 Cal.App.4th 224	7, 10, 12
13	<i>Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.</i>	
14	(N.D. Cal. Dec. 17, 2007) 2007 WL 4531783	23
15	<i>Wininger v. SI Mgmt., L.P.</i>	
16	(9th Cir. 2002) 301 F.3d 1115	22
17		
18	<u>Rules</u>	
19	Cal. Rules of Court, Rule 3.769	7, 12
20		
21		
22		
23		
24		
25		
26		
27		
28		

I. INTRODUCTION

Class Counsel successfully negotiated a California class and representative action Settlement¹ with Defendant Spoke Logistics, LLC (“Spoke” or “Defendant”) that provides a non-reversionary Gross Settlement Amount of \$1,050,000 to be paid to 289 participating Settlement Class Members. This Settlement resolves the claims of California drivers who worked for Spoke from September 18, 2021 through November 4, 2025² (the “Class Period”). The Settlement also resolves PAGA claims on behalf of 259 Aggrieved Employees who worked for Spoke in California from March 30, 2022 through December 17, 2025 (the “PAGA Period”).

100% of the money will be paid out as there is no reversion to Defendant. The response to the Settlement is overwhelmingly positive. Out of 291 Settlement Class Members who received the notice, there are no objections and only two opt outs. Declaration of Mayra Gonzalez on behalf of Phoenix Settlement Administrators (“Phoenix Decl.”), ¶¶3-5, 8-9. The average Class Member will receive a settlement payment of approximately \$2,088.05, and the highest settlement payment will be \$7,805.72. *Id.* at ¶14.

Class Counsel’s fee request of \$350,000, one-third of the Gross Settlement Amount, is well within the range commonly awarded in comparable cases and is well-justified here, particularly considering the results achieved on behalf of the Class, and the amount of work contributed by Class Counsel during this litigation. Class Counsel’s fee request is also supported by a lodestar multiplier cross-check. Declaration of Isam C. Khoury (“Khoury Decl.”), ¶¶31, 33-38.

Plaintiffs’ counsel total lodestar in this matter is \$373,709.00. Khoury Decl., ¶33, Ex. 1; Decl. of David R. Markham (“Markham Decl.”), ¶¶14-17, Ex. 1; Decl. of Walter L. Haines

¹This memorandum exceeds the 15-page limit under the California Rules of Court, rule 3.1113(d), because it combines two motions: (1) final approval of the settlement; and (2) approval of attorneys’ fees and Plaintiff’s service award. Each motion would separately be subject to a 15-page limit.

² The end-date of the class period was modified from December 17, 2025 to November 4, 2025, to reduce the total number of workweeks in accordance with the settlement agreement’s escalation clause (para. 11.18). The Court approved this modification on July 13, 2026.

1 (“Haines Decl.”), ¶¶5-9; Decl. of Sarkis Sirmabekian (“Sirmabekian Decl.”), ¶¶9-14, Ex. 1.
2 Based on this total lodestar, the resulting **multiplier is negative 0.93**. Khoury Decl. ¶35.

3 Plaintiffs further request the Court award Counsel \$14,021.00 for out-of-pocket
4 litigation costs. These costs are reasonable and were necessary to conduct the litigation. Khoury
5 Decl., ¶¶31, 33, 44; Markham Decl., ¶18, Ex. 1; Haines Decl., ¶11, Sirmabekian Decl., ¶¶19-20,
6 Ex. 2. Also, the Settlement Administrator shall be awarded \$8,000 for its services in
7 administering this Settlement. Phoenix Decl., ¶17, Ex. B.

8 Lastly, Plaintiffs Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley
9 McCarther request Enhancement Awards of \$15,000 each for their services to the Class.
10 Plaintiffs performed their duties as the Class Representatives and have always put the interest of
11 Class Members above their own. These amounts are justified by Plaintiffs’ dedication to this
12 action, and the risks undertaken in commencing this suit. *See* Plaintiffs’ declarations.

13 **II. THE SETTLEMENT MEETS THE CRITERIA FOR FINAL APPROVAL**

14 **A. Legal Standard for Final Approval**

15 The settlement of a class action requires approval of the court. Cal. Rules of Court, Rule
16 3.769. To warrant final approval, a class settlement must be fair, adequate, and reasonable.
17 *Dunk v. Ford Motor Co.* (1982) 48 Cal.App.4th 1794, 1801 (citation omitted). The purpose of
18 this requirement is to “prevent fraud, collusion or unfairness to the class.” *Id.* at p. 1800. The
19 court has broad discretion in determining whether to approve or reject a proposed settlement,
20 but generally, there is a strong judicial preference for pre-trial settlement of complex class
21 actions. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 (disapproved on
22 other grounds by *Apex v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260); *Officers for Justice*
23 *v. Civil Serv. Comm’n of S.F.* (9th Cir. 1982) 688 F.2d 615, 625; *7-Eleven Owners for Fair*
24 *Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1145.

25 Courts consider the relevant factors when evaluating the fairness of a class action
26 settlement, including “the strength of the plaintiffs’ case, the risk, expense, complexity and
27 likely duration of further litigation, the risk of maintaining class action status through trial, the
28 amount offered in settlement, the extent of discovery completed and the stage of the

proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at p. 1801 (citations omitted). These factors are not exhaustive, and courts are “free to engage in a balancing and weighing of factors depending on the circumstances of each case.” *Wershba*, 91 Cal.App.4th at p. 245.

Generally, a presumption of fairness exists where: (1) the settlement is reached through arm’s-length negotiations; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at p. 1802. Ultimately, the court “must at least satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness,” which requires receiving “basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. This Settlement satisfies these requirements, for the following reasons.

1. The Settlement is the Product of Arm’s Length and Informed Negotiations

A presumption of fairness generally applies to a class settlement that resulted from arm’s-length negotiations. *Dunk*, 48 Cal.App.4th at pp. 1801-02. This Settlement is the product of arm’s-length bargaining between attorneys who are highly experienced in complex class actions. Khoury Decl., ¶¶3-11; Markham Decl., ¶¶3-9; Haines Decl., ¶¶2-4; Sirmabekian Decl., ¶¶4-7. Settlement Class Counsel thoroughly evaluated the evidence supporting the claims and defenses at issue, and were very well positioned to evaluate the Settlement’s relative strengths and benefits. The parties are well-versed in the evidentiary record upon which Plaintiffs’ claims are based. Khoury Decl., ¶18. At the time of mediation, the parties understood their respective positions. *Id.* As a result of the work performed in this case, the real value of the class claims was well known, and Class Counsel determined that the Settlement with Spoke is fair, reasonable, and adequate.

Lastly, “[t]he assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.” *Satchell v. Fed. Express Corp.* (N.D. Cal. Apr. 13, 2007)

2007 WL 1114010, at *4; *see also Kullar*, 168 Cal.App.4th at p. 129. Here, the Parties engaged in mediation before experienced neutral, Jeffrey Fuchsman, Esq. Khoury Decl., ¶19. The involvement of a mediator further supports the finding that the settlement was free of collusion. After additional weeks of arms'-length negotiations, the Parties finalized the terms of the settlement agreement submitted for the Court's approval. Thus, this factor warrants approval.

2. The Settlement Amount is Fair and Reasonable

To determine the fairness of the proposed settlement amount, the strength of the plaintiff's case on the merits is balanced against the settlement offer. *Nat'l Rural Telecomm. v. DirectTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 526. Even where plaintiff's case might be strong, litigation poses risks, especially where the defendant denies liability. *See Thieriot v. Celtic Ins. Co.* (N.D. Cal. Apr. 21, 2011) 2011 WL 1522385, at *5.

Here, the Gross Settlement Amount of \$1,050,000 is fair and reasonable as it guarantees cash payments to Class Members, without any risks, costs, and uncertainty of prolonged litigation. Khoury Decl., ¶20. Plaintiffs incorporate by reference the *Kullar* analysis performed in Plaintiffs' motion for preliminary approval filed on March 18, 2026. In summary, Spoke's maximum potential liability for all of Plaintiffs' claims, excluding PAGA penalties is \$15,039,724. Thus, the Gross Settlement Amount of \$1,050,000 represents approximately 7% of Defendant's maximum potential liability for all Plaintiffs' claims. However, when considering Spoke's plausible argument that the class claims applicable to 54% of workweeks at issue here have been resolved by the earlier settlement in *Quintero v. Apria Healthcare LLC*, Case No. 20STCV42367, Spoke's maximum exposure for all claims is \$6,918,273.04. Thus, the settlement represents 15.2% of Defendant's realistic liability for Plaintiffs' claims. This result is well within the range of settlements commonly approved by California state and district courts. *Id.*; *see also* P&As in support of Prelim. Approval, pp. 18:1-19:16.

Taking all these factors into consideration, this Settlement is an excellent result and "the fact that a proposed settlement may only amount to a fraction of the potential recovery does not...mean that [it]...should be disapproved." *7-Eleven Owners*, 85 Cal.App.4th at p. 1150, citing *Linney v. Cellular Alaska P'ship* (9th Cir. 1998) 151 F.3d 1234, 1242. Thus, this factor

warrants approval.

3. Sufficient Discovery has been Completed to Warrant Settlement

Another factor reinforcing the presumption of fairness is whether sufficient investigation and discovery has been conducted to allow the counsel and the court to assess the fairness of the settlement. *Dunk*, 48 Cal.App.4th at p. 1802. However, the settlement can be approved even in the absence of any discovery, if other factors are satisfied. *In re TD Ameritrade Account Holder Litig.* (N.D. Cal. Sept. 13, 2011) 2011 WL 4079226, at *6. The bottom line is “the parties have sufficient information to make an informed decision about settlement.” *Durham v. Cont’l Cent. Credit, Inc.* (S.D. Cal. Jan. 10, 2011) 2011 WL 90253, at *3, citing *Linney*, 151 F.3d at p. 1239.

The Parties carefully investigated the claims and facts alleged in this action, and Plaintiffs have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Plaintiffs’ counsel received data points, and hundreds of pages of documents to evaluate Plaintiffs’ claims. As a result of careful investigation of the claims in this action and pre-mediation analysis, the Parties had a clear understanding of their respective claims and defenses. Khoury Decl., ¶21.

At the time the Parties engaged in negotiations, they knew and understood their respective positions. As a result of the investigation and analysis performed in this case, the real value of the class claims was well known, and the parties and the Court had sufficient information to act intelligently in agreeing to, and approving, the settlement. *See Wershba*, 91 Cal.App.4th at p. 245; *see also Kullar*, 168 Cal.App.4th at p. 129. Thus, this factor warrants approval.

4. Class Counsel is Experienced, and Endorses the Settlement

In contemplating the final approval of the settlement, courts consider Class Counsel’s experience and success in similar class actions. *Dunk*, 48 Cal.App.4th at p. 1802. Class Counsel’s recommendation of the settlement should be given weight because “[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.” *In re Pacific Enters. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 378.

1 Here, Class Counsel has extensive experience in wage and hour class actions, having
2 worked on and settled hundreds of complex employment law cases for decades. *See* Khoury
3 Decl., ¶¶3-11; Markham Decl., ¶¶3-9; Haines Decl., ¶¶2-4; Sirmabekian Decl., ¶¶4-7. Through
4 their extensive investigation, discovery, and settlement, Class Counsel have a thorough
5 understanding of this action and believe this Settlement meets the standard required for the
6 Court’s approval. Khoury Decl., ¶¶19, 21. Class Counsel’s experience and endorsement of this
7 Settlement warrants final approval.

8 **5. Class Members’ Positive Reaction Warrants Final Approval**

9 Another factor that may be considered at final approval is the reaction of class members
10 to the settlement. *Dunk*, 48 Cal.App.4th at p. 1801. Here, the Class reaction to the proposed
11 Settlement has been overwhelmingly favorable. Per the Court’s Order preliminarily approving
12 the settlement, the Class Notice was mailed to all Class Members on July 17, 2026. Phoenix
13 Decl., ¶5. Not a single Class Member objected to the Settlement and only two opted out. *Id.* at
14 ¶¶8-9. “The absence of any objector strongly supports the fairness, reasonableness, and
15 adequacy of the settlement.” *Martin v. AmeriPride Servs.* (S.D. Cal. June 9, 2011) 2011 WL
16 2313604, at *7; *In re Omnivision Techs., Inc.* (N.D. Cal. 2007) 559 F.Supp.2d 1036, 1043; *see*
17 *also Dunk*, 48 Cal.App.4th at p. 1802; *Nobles v. MBNA Corp.* (N.D. Cal. June 29, 2009) 2009
18 WL 1854965, at *2 (marginal opt outs from the Settlement suggests the Settlement is fair,
19 adequate, and reasonable).

20 The lack of objections and opt outs indicates the Settlement is adequate.

21 **6. The Proposed Plan of Allocation is Fair and Reasonable**

22 Plans of allocation are subject to the same standard of review as class action settlements;
23 they must be “fair, adequate and reasonable.” *Officers for Justice*, 668 F.2d at pp. 624-25, 628-
24 30. The proposed plan of allocation of the settlement funds in this case is fair and reasonable,
25 and should be given final approval by the Court.

26 The Class Notice informed Class Members how all of the Settlement funds would be
27 allocated and the Class Members’ estimated individual recovery. Specifically, the Class Notice
28 explained the payment to the Class Members would be calculated based on the number of

workweeks worked during the Settlement Class Period. Phoenix Decl., ¶5 Ex. A. This formula is realistic because Settlement Class Members' individual recovery is proportionate to the amount of time they drove for Defendant. Khoury Decl., ¶29. This plan of allocation is fair and reasonable, and therefore warrants approval.

7. Uncashed Check Distribution is Proper

Settlement checks will be valid and negotiable for 180 days. Settlement Agreement, ¶10.3.2. After that time, the Parties will seek the Court's approval to donate the funds represented by uncashed checks, plus interest, to Legal Aid at Work pursuant to California Code of Civil Procedure section 384(b). *Id.* In no event will any of the funds revert to Defendants. *Id.*; Khoury Decl., ¶30. The Settlement Administrator will prepare a declaration regarding the status of the settlement checks after the expiration of the 180-day cashing period.

8. The Presence of Government Participant

Most courts have granted final approval to settlements that settle PAGA claims without directly addressing the "governmental participant" factor; instead, they have typically weighted the appropriateness of the PAGA allocation to the LWDA as part of the overall amount offered in the settlement. *Torchia v. W.W. Grainger, Inc.* (E.D. Cal. 2014) 304 F.R.D. 256, 263 n.2 (granting final approval to settlement that included \$7,500 for the LWDA to settle PAGA claims out of a \$1.3 million net settlement and noting that the governmental participant factor "does not weigh in the Court's analysis because the government is not a party in this action"). As the Court has already preliminarily approved the allocation of \$52,500 to cover claims for civil penalties under PAGA when the Court granted Plaintiffs' Motion for Preliminary Approval, the Court need not engage in any further analysis of the "governmental participant" factor. The LWDA was timely served with the proposed Settlement Agreement in this action and did not object to the amount of PAGA penalties. Khoury Decl., ¶¶28, 48.

B. The Class Received Adequate Notice

The Court-approved Class Notice adequately protects the due process rights of all Class Members, and satisfied California Rules of Court, Rules 3.766 and 3.769(f). The manner of giving notice, and the content of the notice, must "fairly apprise the prospective members of the

1 class of the terms of the proposed settlement and of the options that are open to them in
2 connection with the proceedings.” *7-Eleven Owners*, 85 Cal.App.4th at p. 1164 (citations
3 omitted). Appropriate notices have a “reasonable chance of reaching a substantial percentage of
4 the class members.” *Wershba*, 91 Cal.App.4th at p. 251 (citation omitted).

5 Here, Plaintiffs complied with the Court–approved Notice plan. The Notice was highly
6 informative, as it advised Class Members, in simple terms, of: (1) basic information about this
7 action and the Settlement; (2) an estimate of workweeks worked by Class Members during the
8 Settlement Class and Period and an explanation how Class Members can dispute this estimate;
9 (3) an estimate of the Individual Payment Amounts; (4) an explanation how Class Members can
10 exercise their right to opt-out from, or object to, the Settlement; (5) an explanation that any
11 claims against the Defendants that could have been litigated in this Action will be released if the
12 Settlement Class Member does not opt out; (6) the date of the Fairness Hearing and an
13 explanation of eligibility to appear at the Fairness Hearing; and (7) the telephone number Class
14 Members can use to obtain more information, as well as the website where settlement
15 documents are available. *See* Phoenix Decl., ¶5, Ex. A.

16 Lastly, the Notice disclosed how much of the Settlement amounts would be allocated as
17 attorneys’ fees and costs, the Enhancement Awards for the named Plaintiffs, and the estimated
18 Settlement Administration Costs. Phoenix Decl., ¶5, Ex. A.

19 In sum, the Notice plan was carefully tailored to apprise Class Members of the
20 Settlement and this approval process. Thus, the Notice is reasonable and satisfies due process
21 and the requirements of California law.

22 **III. LEGAL BASIS FOR AN AWARD OF ATTORNEYS’ FEES AND COSTS**

23 The decision to award attorneys’ fees “is committed to the sound discretion of the trial
24 court.” *Olson v. Cohen* (2003) 106 Cal. App. 4th 1209, 1217. Under California law, the court
25 awards reasonable attorneys’ fees and costs when a litigant proceeding in a representative
26 capacity secures a “substantial benefit” for a class of persons. *Serrano v. Priest* (1977) 20 Cal.
27 3d 25, 38. The lodestar-multiplier method with a percentage of the fund cross-check is a
28 benchmark method for the determination of the attorneys’ fee award in a case such as this one,

1 where the fees are to be paid from a common settlement fund obtained for the benefit of the
2 class. *Hanlon v. Chrysler Corp.* (1999) 150 F.3d 1011, 1029; *Dunk v. Motor Ford Co.* (1996)
3 48 Cal.App.4th 1794, 1810. Class Counsel's lodestar is the reasonable number of hours
4 expended for the services provided, multiplied by the reasonable hourly rate, calculated at
5 prevailing market rates for the same services. *Hensley v. Eckerhart* (1983) 461 U.S. 424, 433.
6 The lodestar figure may be then adjusted based on the consideration of specific factors, in order
7 to fix the fee award at the fair market value for the legal services provided in a contingent fee
8 case. *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 556-57. These factors include
9 the novelty and difficulty of the questions presented; time and labor required; skill of the
10 attorneys; preclusion of other employment; contingent risk of the action; awards in similar
11 cases, and results achieved. However, it is not a strict formula, and the court need not discuss
12 each factor. *People ex rel. Dept. of Transp. v. Yuki* (1995) 31 Cal.App.4th 1754, 1771; *see also*
13 *Serrano*, 20 Cal.3d at p. 49.

14 Further, the percentage of the fund method is also a valuable tool to determine an
15 amount of a reasonable fee. *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503. The
16 awarding of a fee based on a percentage of the common fund recovered is to "spread litigation
17 costs proportionately among all the beneficiaries so that the active beneficiary does not bear the
18 entire burden alone." *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.

19 Lastly, equity supports the award of attorney fees. Class actions serve the policy goals of
20 efficient judicial management; they set a procedure where one judgment covers all claimants,
21 ensuring the rights of citizens are exonerated, even where their individual claims are relatively
22 small and/or their financial means are lean, such that an attorney would be unlikely to accept the
23 financial risk of an individual representation. *Keating v. Super. Ct.* (1982) 31 Cal. 3d 584, 609
24 (reversed in part on other grounds). Accordingly, "it is well settled that the lawyer who creates a
25 common fund is allowed an extra reward...so that he might share the wealth of those upon
26 whom he has conferred a benefit." *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886
27 F.2d 268, 271 (emphasis in original). Here, equity supports an award of attorneys' fees and
28 costs, because without this class action, individual claims would likely never see the light of

day, nor achieve corrective measures or compensate a class.

IV. FEE AWARD IS PROPER UNDER LODESTAR/MULTIPLIER METHOD

The method for assessing whether a fee award in a wage and hour class action such as this one is reasonable is the lodestar/multiplier method. A “strong presumption” exists that the lodestar amount represents a reasonable fee. *Chavez v. Blue Sky Nat. Beverage Co.* (N.D. Cal. June 1, 2012) 2012 WL 12921300, at *4, citing *Gates v. Deukmejian* (9th Cir. 1992) 987 F.2d 1392, 1397. The lodestar amount is calculated by multiplying all reasonable hours spent on the case by Class Counsel’s reasonable hourly rate. *Hensley*, 461 U.S. at p. 433. The lodestar figure can be then augmented or multiplied to reflect additional factors to consider in determining a reasonable attorney fee award. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-50. The California Supreme Court confirmed this lodestar approach:

The reasonable hourly rate is that prevailing in the community for similar work. The lodestar figure may then be adjusted, based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided.

PLCM Group, Inc. v. Drexler (2000) 22 Cal. 4th 1084, 1095 (internal quotations omitted).

Here, consideration of Class Counsel’s lodestar strongly supports the reasonableness of the requested fee award. Class Counsel seeks an attorneys’ fee award of \$350,000 whereas Class Counsel’s lodestar in this case is \$373,709.00. Khoury Decl., ¶¶31, 33-35, Ex. 1; Markham Decl., ¶¶12-17, Ex. 1; Haines Decl., ¶¶5-9; Sirmabekian Decl., ¶¶9-14, Ex. 1. If the fee award were calculated using the lodestar, rather than the common fund method, no multiplier would be needed. The request represents a “negative multiplier” of 0.93. ($\$350,000/\$373,709 = 93.7\%$). Khoury Decl., ¶35.

Further, the hours Class Counsel expended in this action are reasonable, as well as the out-of-pocket costs Class Counsel incurred while prosecuting this action. Khoury Decl., ¶¶33, 44, Ex. 1; Markham Decl., ¶18, Ex. 1; Haines Decl., ¶11; Sirmabekian Decl., ¶¶19-20, Ex. 2.

A. Counsel’s Hourly Rates are Reasonable

Class Counsel is entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133. “Generally, the courts will look to equally difficult or complex types of litigation to

determine which market rates to apply.” *Syers Props. III v. Rankin* (2014) 226 Cal. App. 4th 691, 700. Payment at full market rates is essential to fulfill the goal of enticing qualified counsel to undertake difficult complex litigation, such as this one. *San Bernardino Valley Audubon Soc’y v. Cnty. of San Bernardino* (1984) 155 Cal. App. 3d 738, 755.

Here, Class Counsel has significant experience with complex wage and hour class action cases and regularly litigates wage and hour claims justifying comparable fee awards in Superior Courts throughout California. Khoury Decl., ¶¶3-11, 38; Markham Decl., ¶¶3-9; Haines Decl., ¶¶2-4; Sirmabekian Decl., ¶¶4-7. The accompanying declarations of Class Counsel set forth the hours of work and billing rates used to calculate the lodestar. Khoury Decl., ¶¶33, 41, Ex.1; Markham Decl., ¶12-17, Ex. 1; Haines Decl., ¶¶5-9; Sirmabekian Decl., ¶¶9-14, Ex. 1. Attorney declarations are satisfactory evidence of prevailing market rates. *Raining Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375; *Welch v. Metro. Life Ins. Co.* (9th Cir. 2007) 480 F.3d 942, 947.

Here, the requested hourly rates have already been approved by many courts in other employment-related actions, where Plaintiffs’ counsel also served as a Class Counsel, and are in line with the market rates throughout California. *See Schneider v. Chipotle Mexican Grill, Inc.* (N.D. Cal. Nov. 4, 2020) 2020 WL 6484833, at *11 (finding that rates between \$425-\$695 for associates, and \$830-\$1,275 for partners, are “in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation.”); *see also Hefler v. Wells Fargo & Co.* (N.D. Cal. Dec. 18, 2018) 2018 WL 6619983, at *14 (approving rates ranging from \$650 to \$1,250 for partners or senior counsel, and \$400 to \$650 for associates); *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.* (N.D. Cal. Mar. 17, 2017) 2017 WL 1047834, at *5 (approving billing rates ranging from \$275 to \$1600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals). Those rates are in line with the hourly rates Class Counsel request here: \$500 to \$1,250 for attorneys and \$175-\$200 for paralegals. Khoury Decl., ¶¶33, 41; Markham Decl., ¶13, Ex. 1; Haines Decl., ¶6; Sirmabekian Decl., ¶14. Class Counsel’s skill and experience justify these rates. Plaintiffs’ attorneys practice litigation with a focus on representing employees in wage and hour class actions, are held in high regard by the

1 legal community, and their practice is a very specialized and high-risk area of law. *See* Khoury
2 Decl., ¶¶3-11, 38; Markham Decl., ¶¶3-9; Haines Decl., ¶2-4; Sirmabekian Decl., ¶¶4-7.

3 **B. Counsel's Hours Spent on the Case are Reasonable**

4 Class Counsel are entitled to be compensated for reasonable time spent at all points in
5 the litigation. Reasonable hours include, in addition to time spent during litigation, the time
6 spent before the action is filed, including time spent interviewing the clients, investigating the
7 facts and the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*
8 (1980) 447 U.S. 54, 62. Further, the fee award should include fees incurred to establish and
9 defend the attorneys' fee claim. *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639.

10 Here, Counsel spent 616.1 hours litigating this case and bringing it to fruition. This
11 includes time billed investigating the claims and drafting pleadings, law and motion practice,
12 preparing for and attending mediation, court appearances, reviewing documents, researching
13 legal authorities, and extensive communications and meetings among the parties and counsel.
14 Khoury Decl., ¶¶21, 33, Ex. 1; Markham Decl., ¶¶12-17, Ex. 1; Haines Decl., ¶¶5-9;
15 Sirmabekian Decl., ¶¶9-14, Ex. 1. Further, Class Counsel will incur additional billable hours of
16 at least 10-20 hours to oversee the settlement distribution process. Khoury Decl., ¶34. Thus,
17 Class Counsel requests that the court find that these hours were reasonably expended in this
18 litigation.

19 **V. FACTORS JUSTIFYING THE APPROVAL OF THE REQUESTED ATTORNEY**
20 **FEE AWARD ARE SATISFIED**

21 In determining the reasonableness of a fee request (and a multiplier), the Court considers
22 a variety of factors, such as: (a) the results achieved; (b) the risk involved with the litigation; (c)
23 counsel's skill, experience, and quality of work; (d) the contingent nature of the fee; (e) awards
24 made in similar cases; (f) the reaction of the class; and (g) the comparison of the benchmark
25 with counsel's lodestar. *Craft v. Cty. of San Bernardino* (C.D. Cal. 2008) 624 F. Supp. 2d 1113,
1116-17; *Serrano*, 20 Cal.3d at p. 49. Here, those factors are satisfied.

26 **A. The Results Achieved**

27 "The total result and benefit to the class from the litigation is the most critical factor in
28 granting a fee award." *In re Omnivision Technologies, Inc.* (N.D. Cal. 2008) 559 F.Supp.2d

1036, 1046; *Glendora Cmty. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 465, 475-76;
Lealao v. Beneficial California (2000) 82 Cal.App.4th 19, 40. Here, the all-cash Settlement
amount is \$1,050,000 without any risks, costs, and uncertainty of prolonged litigation. Class
Members need not do anything to receive a payment. As presented in Plaintiffs' motion for
preliminary approval, which Plaintiffs incorporate here by reference, the Settlement represents
15.2% of Spoke's maximum realistic liability for Plaintiffs' claims. This recovery is well within
the range of recoveries approved by other courts. *Bellinghausen v. Tractor Supply Co.* (N.D.
Cal. 2014) 303 F.R.D. 611, 623-24 (finding settlement amount of a wage and hour class action
that equaled between 9% and 27% of the total potential liability was fair, adequate and
reasonable given the uncertainty of continued litigation); *Thomas v. Cognizant Tech. Sols. U.S.*
Corp. (C.D. Cal. June 24, 2013) 2013 WL 12371622, at *6 (granting final approval in wage and
hour action where settlement encompassed between 4.4% and 5% of the Gross estimated
liability figure); *Stovall-Gusman v. W.W. Granger, Inc.* (N.D. Cal. June 17, 2015) 2015 WL
3776765, at *4 (granting final approval where total settlement amount represented
approximately 10% of potential value). Simply put, "the fact that a proposed settlement may
only amount to a fraction of the potential recovery does not... mean that [it]...should be
disapproved." *7-Eleven Owners*, 85 Cal.App.4th at p. 1150 (citation omitted).

This Settlement provides substantial relief to all Class Members without further delay,
and without the risks associated with further proceedings, trial, and appeal. See Khoury Decl.,
¶¶14, 22. Thus, the results achieved weigh in favor of granting the requested attorneys' fees.

B. The Risk Involved with the Litigation

The risk that further litigation might result in no recovery for Plaintiffs is an important
factor to consider in the award of fees. Here, the average settlement award is approximately
\$2,088.305 and the highest is \$7,805.72, which Class Members will obtain without any further
litigation. Phoenix Decl. ¶14; Khoury Decl., ¶14. Plaintiffs acknowledge their claims face
substantial difficulties, and there are substantial risks that the continued litigation would not
yield a better result than this settlement. Khoury Decl., ¶22.

First, Spoke will argue that claims by over half of the drivers are barred by the class and

1 PAGA settlement in *Quintero*, finally approved on July 14, 2025. The \$16.5 million settlement
2 covered drivers supplied to Apria by vendors including Spoke through January 30, 2025, and
3 broadly released claims against potentially jointly liable parties, including Spoke. Spoke
4 contends that claims by drivers assigned to Apria through that date—which account for 54% of
5 workweeks here—have already been released. Khoury Decl., ¶23.

6 Spoke will also argue that Plaintiffs were properly classified as independent contractors
7 under the business-to-business exception in Labor Code §2776, triggering the *Borello* test.
8 Spoke contends it acted solely as a broker and did not control Plaintiffs’ work, while Plaintiffs
9 operated their own businesses, used their own vehicles, set their schedules, accepted or rejected
10 work, and worked for other clients. Khoury Decl., ¶24. Even if the ABC test applies, Spoke will
11 argue Plaintiffs were not employees because they operated independent businesses and
12 controlled their own operations. *Id.*, ¶25.

13 Spoke will further argue that Plaintiffs’ overtime and meal and rest break claims depend
14 on the misclassification issue and therefore fail if Plaintiffs were properly classified as
15 independent contractors, except for expense reimbursement. *Id.*, ¶26. The expense
16 reimbursement claim presented additional risk to the extent Plaintiffs did not request
17 reimbursement and could therefore be subject to summary judgment. *See Hammit v. Lumber*
18 *Liquidators* (S.D. Cal. 2014) 19 F. Supp. 3d 989, 1001. Lastly, the wage statement and waiting
19 time claims are derivative and rise and fall with the underlying claims. *See Gomez v. Lincare,*
20 *Inc.* (2009) 173 Cal.App.4th 508, 524-25; *Maldonado v. Epsilon Plastics, Inc.* (2018) 22
21 Cal.App.5th 1308, 1336-37; Khoury Decl., ¶27;

22 Plaintiffs faced a substantial risk that their claims would fail if the litigation continued.
23 The substantial defenses concerning the *Quintero* settlement and the classification of the
24 drivers, together with the derivative nature of several claims, created significant risk. Thus, this
25 factor weighs in favor of awarding the requested attorneys’ fees.

26 **C. Counsel’s Skill, Experience, and Quality of Work**

27 “The prosecution and management of a complex class action require unique legal skills
28 and abilities.” *Knight v. Red Door Salons, Inc.* (N.D. Cal. Feb. 2, 2009) 2009 WL 248367, at *6,

1 citing *Edmonds v. United States* (D.S.C. 1987) 658 F.Supp.1126, 1137. Here, Class Counsel has
2 decades of experience in prosecuting complex class actions - in particular class actions for
3 violations of state and federal wage and hour laws - and has achieved settlements amounting to
4 hundreds of millions of dollars on behalf of class members. Class Counsel has been lead or co-
5 lead counsel in hundreds of class action cases in California and throughout the United States,
6 and was counsel of record in over thirty reported appellate cases. Khoury Decl., ¶¶3-11, 38;
7 Markham Decl., ¶¶3-9; Haines Decl., ¶¶2-4; Sirmabekian Decl., ¶¶4-7. Thus, this factor
8 supports the requested attorneys' fees.

9 **D. The Contingent Nature of the Fee**

10 Courts have long recognized the public interest is served by rewarding attorneys who
11 assume representation on a contingent basis with an enhanced fee to compensate them for the
12 risk they might be paid nothing at all for their work. *See Greene v. Dillingham Constr. NA., Inc.*
13 (2002) 101 Cal.App.4th 418, 428-29. Without the premium incentives for risk, most attorneys
14 would not accept cases on a contingency basis. Thus, a "contingent fee must be higher than a
15 fee for the same legal services paid as they are performed." *Ketchum v. Moses* (Cal. 2001) 24
16 Cal.4th 1122, 1132-33.

17 Here, Class Counsel prosecuted this case on a contingent basis, agreeing to advance all
18 necessary expenses and taking a risk that they would not get paid at all if there is no recovery.
19 Class Counsel's outlay of time and money in this case has been considerable. Class Counsel
20 have spent 616.1 hours investigating, analyzing, researching, litigating, and negotiating a
21 favorable resolution of this case, and have incurred \$14,021.00 in necessary litigation expenses.
22 Khoury Decl., ¶¶31, 33, 44, Ex. 1; Markham Decl., ¶¶12-18, Ex. 1; Haines Decl., ¶¶7, 9, 11;
23 Sirmabekian Decl., ¶¶9-14, 19-20, Exs. 1-2.

24 Class Counsel expended these resources despite the risk they may never be compensated
25 at all. Class Counsel's "substantial outlay, when there is a risk that none of it will be recovered,
26 further supports the award of the requested fees" here. *In re Omnivision*, 559 F. Supp. 2d at p.
27 1047. Thus, this factor favors award of the requested attorneys' fees.

28 **E. Awards Made in Similar Cases**

Here, Plaintiffs' counsel is seeking one-third of the Gross Settlement Amount in attorneys' fees, which is the typical fee request frequently approved by the California state courts. "Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n. 11. *Laffitte*, 1 Cal.5th at pp. 480, 486, 506 (one-third of the settlement fund in attorneys' fees affirmed); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. CA 2010) 266 F.R.D. 482, 491-92 (33.33% of the common fund in attorneys' fees awarded); *Fernandez v. Victoria's Secret Stores* (C.D. Cal. July 21, 2008) 2008 WL 8150856, at *11 (awarding 34% of the common fund); *Singer v. Becton Dickinson and Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104, * 8 (approving fee award of 33.33% of the common fund and holding that award was similar to awards in three other wage and hour class action cases where fees ranged from 30.3% to 40%); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. Nov. 14, 2007) 2007 WL 3492841, at *1, 3-4 (approving fee award of 33% of the class recovery in wage and hour class action involving allegations of unpaid wages and missed meal and rest breaks for a class of delivery drivers).

In sum, at one-third of the Gross Settlement Amount, the fee award sought here, is within the range of the fees frequently awarded in class action cases. Thus, \$350,000 of the Gross Settlement Amount in attorneys' fees is warranted.

F. The Reaction of the Class

The reaction of the class may also be taken into account when determining the reasonableness of a fee request. *Nat'l Rural Telecomm. Coop. v. Direct TV, Inc.*, 221 F.R.D. at p. 529 ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.").

Here, the court-approved notice, clearly and explicitly stating the intention of Class Counsel to request \$350,000 in attorneys' fees, was mailed to all Class Members on July 17, 2026. Phoenix Decl., ¶5, Ex. A, pp. 2, 4. To date, only two Class Members opted out of the Settlement, and not a single one objected to it. *Id.* at ¶¶8-9. The absence of any objection to the

request of attorneys' fees, after notice, indicates its reasonableness. *In re Immune Response Sec. Litig.* (S.D. Cal. 2007) 497 F. Supp. 2d 1166, 1177. Thus, this factor supports an award of the requested attorneys' fees.

G. The Comparison of the Benchmark with Counsel's Lodestar

Courts often compare an attorney's lodestar with a fee request made under the percentage of the fund method as a "cross-check" on the reasonableness of the requested fee. *See Vizcaino*, 290 F.3d at p. 1050; *Lealao*, 82 Cal.App.4th at pp. 49-50; *In re Consumer Privacy Cases*, 175 Cal.App. at p. 557.

Here, Plaintiffs' attorneys spent 616.1 hours to achieve the Settlement, resulting in a total lodestar of \$373,709.00 and a **negative multiplier** of 0.93. Khoury Decl., ¶¶33, 35, Ex. 1; Markham Decl., ¶¶12-17, Ex. 1; Haines Decl., ¶¶5-9; Sirmabekian Decl., ¶¶9-14, Ex. 1. Class Counsel's work was reasonable and necessary and reflected in the excellent result achieved.

VI. CLASS COUNSEL'S COSTS WERE REASONABLY INCURRED

As part of the Settlement Agreement, the Parties agreed that Class Counsel shall recover their actual litigation costs incurred from the Class Settlement Amount, not to exceed \$35,000. Settlement Agreement, ¶¶1.5, 4.3. It is well settled that lawyers whose efforts resulted in creating a common fund for the benefit of the class are entitled to recover reasonable costs incurred in successful prosecution of the action. *In re Media Vision Tech. Sec. Litig.* (N.D. Cal.1996) 913 F.Supp. 1362, 1366; *Wininger v. SI Mgmt., L.P.* (9th Cir. 2002) 301 F.3d 1115, 1120-21.

Here, Class Counsel's actual litigation costs are \$14,021.00. These expenses were necessary for this litigation and include the amounts paid for court filing fees, mediation fees and costs, research and delivery charges, all of which are costs normally billed to and paid by the client. These costs were reasonably incurred in the prosecution of this matter and are authorized by the Settlement Agreement. The details of those costs are set forth in Class Counsel's declarations. Khoury Decl., ¶31, 44; Markham Decl., ¶18, Ex. 1; Haines Decl., ¶11; Sirmabekian Decl., ¶¶19-20, Ex. 2. Plaintiffs request the Court award Plaintiffs' counsel the

costs of \$14,021.00, which do not exceed the maximum amount of \$35,000. Khoury Decl., ¶¶31, 33, 44.

VII. CLASS REPRESENTATIVES' ENHANCEMENT AWARDS ARE FAIR

Plaintiffs Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther request approval of the proposed Enhancement Awards of \$15,000 each for their time and effort in representing the Class. Settlement Agreement, ¶¶1.13, 4.4. "Incentive awards [for class representatives] are fairly typical in class actions." *In re Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393, citing *Rodriguez v. West Publ'g* (9th Cir. 2009) 563 F.3d 948, 958. California courts agree that a class representative is entitled to such an award. *In Re Cellphone Termination*, 186 Cal.App.4th at p. 1394. "Since without a named plaintiff there can be no class action, such compensation as may be necessary to induce him to participate in the suit could be thought the equivalent of the lawyers' nonlegal but essential case-specific expenses, such as long-distance phone calls, which are reimbursable." *Clark v. Am. Residential Servs.* (2009) 175 Cal.App.4th 785, 804, citing *Matter of Cont'l Ill. Sec. Litig.* (7th Cir. 1992) 962 F.2d 566, 571.

The requested Enhancement Awards are warranted based on: (1) the amount of time Plaintiffs spent on behalf of the Class; (2) the fact that Plaintiffs made their private employment information public, and will bear the stigma of bringing a class action wage dispute against an employer, a large corporation; and (3) the fact that Plaintiffs subjected themselves to the risks associated with litigation, including the risk of being liable for Defendant's litigation costs. *See* Sanchez Decl., ¶¶4-12, Watson Decl., ¶¶8-12, 16, 22, 24; McCarther Decl., ¶¶8-12, 22, 24. This last factor is a significant one for a wage earner, and the potential risk is very real. *See Whiteway v. FedEx Kinkos Office & Print Svcs., Inc.* (N.D. Cal. Dec. 17, 2007) 2007 WL 4531783, at *3 ("the few courts to consider this 'class representatives' dilemma' have not found it inequitable to assess costs upon the lead or named plaintiff in a class action.").

Here, the requested Enhancement Awards of \$15,000 to each of the three Plaintiffs are just and reasonable. They are based on the extent of Plaintiffs' participation in this action, and are not conditioned upon Plaintiffs' support of the settlement. *Cf. Radcliffe v. Experian Info.*

1 *Solutions, Inc.* (2013) 715 F.3d 1157, 1165. Plaintiffs spent significant time on pre-litigation
2 investigation and correspondence, document search and review, interviews and correspondence
3 with their attorneys, being on standby and providing information during mediation, and
4 reviewing settlement documents and preparing declarations. Sanchez Decl., ¶¶6, 12; Watson
5 Decl., ¶¶8-10; McCarther Decl., ¶¶8-10.

6 Sanchez's circumstances, in particular, are extraordinary. In addition to devoting
7 substantial time to this case over more than three years, Sanchez endured significant personal
8 and family hardships as a result of his participation. After Sanchez brought this action, Spoke
9 filed a separate Cross-Complaint against his father's company arising from the same underlying
10 events, seeking damages, costs, and attorneys' fees, including fees allegedly incurred because of
11 Sanchez's lawsuit. Sanchez Decl., ¶7. Sanchez's father had suffered a stroke, and Sanchez
12 experienced substantial distress and guilt knowing that his decision to pursue his claims had
13 resulted in his father and his father's business becoming involved in litigation. *Id.* Both of
14 Sanchez's parents are now retired, and Sanchez has become their sole caregiver. Participating in
15 this action therefore required him to take time away from both his parents and work for
16 interviews, calls, and other litigation matters. Sanchez Decl., ¶8.

17 Sanchez also continued participating despite significant personal difficulties that made
18 litigation unusually burdensome. As detailed in his declaration, Sanchez suffers from several
19 physical and mental health issues, including an illness that significantly affects his vision,
20 making legal documents increasingly difficult to read and respond to. Sanchez Decl., ¶9.
21 Despite these challenges, as well as the additional burden litigation placed on his family,
22 Sanchez remained available to counsel and continued to fulfill his responsibilities as the sole
23 named Plaintiff throughout the case. Sanchez Decl., ¶10.

24 Plaintiffs also sacrificed personal and family time and endured emotional strain to
25 participate in this action. Sanchez Decl., ¶¶8-11; Watson Decl., ¶¶8-12; McCarther Decl., ¶¶8-
26 12. Plaintiffs further risked their professional reputations and future employment prospects by
27 pursuing claims against their employer and potentially being perceived as individuals who sue
28 their employers. Sanchez Decl., ¶¶4, 11; Watson Decl., ¶¶22, 24; McCarther Decl., ¶¶22, 24.

1 These risks and sacrifices were not merely theoretical: Sanchez continued participating despite
2 the strain of litigation against his own family and the significant personal difficulties he
3 experienced throughout the case.

4 Plaintiffs signed a general release and waiver of claims of every nature and description,
5 which is a broader release than unnamed Class Members'. Sanchez Decl., ¶12; *see also*
6 *Richardson v. THD At-Home Services, Inc.* (E. D. Cal. Apr. 6, 2016) 2016 WL 1366952, at *13.

7 Further, courts award incentive awards in – and above - this range. *Dearaujo v. Regis*
8 *Corp.* (E.D. Cal. July 21, 2017) 2017 WL 3116626, at *9, *15 (awarding a \$15,000 incentive
9 award which was over 15 times the average per class member recovery in a wage and hour class
10 action); *Ross v. U.S. Bank Nat'l Ass'n* (N.D. Cal. Sept. 29, 2010) 2010 WL 3833922, at *3
11 (approving an award of \$20,000 to each of four named plaintiffs based on their contributions to
12 litigation and the risk that being a class representative would harm their reputation); *see also*
13 *Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cal., Sept. 14, 2017) 2017 WL 4071293, at *19
14 (\$15,000 incentive awards for each of the named plaintiffs awarded); *Low v. Trump University,*
15 *LLC* (S.D. Cal. 2017) 246 F.Supp.3d 1295, 1316 (\$15,000 incentive award approved where
16 plaintiffs “devoted significant amounts of time and energy” to the action).

17 In sum, Plaintiffs contributed substantially to securing a favorable settlement for Class
18 Members. Plaintiffs have no conflicts of interest with any members of the Class, and have
19 represented the best interests of the class as a whole. Sanchez Decl., ¶2, Watson Decl., ¶¶25-28,
20 McCarther Decl., ¶¶25-28.

21 Lastly, as of today's date, none of the Class Members objected to the requested service
22 awards, and it can therefore be inferred that Class Members do not oppose these awards.
23 Phoenix Decl., ¶9; *see also Martin v. AmeriPride Servs., Inc.* (S.D. Cal. June 9, 2011) 2011 WL
24 2313604, at *9. Thus, the requested Enhancement Awards to Plaintiffs are justified and proper.

25 ///

26 ///

27 ///

28 ///

VIII. CONCLUSION

Class Counsel respectfully requests the Court grant final approval of the Settlement and award the requested attorneys' fees and costs and Plaintiffs' Enhancement Awards.

Respectfully submitted,

COHELAN KHOURY & SINGER
THE MARKHAM LAW FIRM
UNITED EMPLOYEES LAW GROUP
SIRMABEKIAN LAW FIRM, PC

Dated: September 28, 2026

By: 
Maggie K. Realin
Attorneys for Plaintiffs