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**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**

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING MOTION FOR: 1) FINAL  
APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT AND 2) APPROVAL OF  
ATTORNEYS' FEES AND COSTS,  
ADMINISTRATION COSTS, AND  
CLASS REPRESENTATIVES' SERVICE  
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**

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21 Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER  
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1 circumstances. Accordingly, this Court finds that the notice program described in the  
2 Agreement and completed by the Settlement Administrator complied fully with the  
3 requirements of due process, Rules 3.766 and 3.769 of the California Rules of Court, and all  
4 other applicable laws.

5         6.       The Agreement and Settlement are not an admission by Defendant or any of the  
6 other Released Parties, nor is this Judgment a finding, of the validity of any claims in the  
7 Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this  
8 Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry  
9 out the Agreement is, may be construed as, or may be used as an admission by or against  
10 Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever.  
11 The entering into or carrying out of the Agreement, and any negotiations or proceedings related  
12 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or  
13 concession with regard to the denials or defenses by Defendant or any of the other Released  
14 Parties and shall not be offered in evidence in any action or proceeding against Defendant or  
15 any of the Released Parties in any court, administrative agency or other tribunal for any  
16 purpose whatsoever other than to enforce the provisions of this Judgment, the Agreement, or  
17 any related agreement or release. Notwithstanding these restrictions, any of the Released  
18 Parties may file in the Action or in any other proceeding the Judgment, Agreement, or any  
19 other papers and records on file in the Action as evidence of the Settlement to support a defense  
20 of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or  
21 similar defense as to the Released Claims.

22         7.       There were no objections to the Settlement and one (1) Class Member opted out.  
23 All Class Members who did not submit a valid Request for Exclusion are bound by this Final  
24 Approval Order and by the terms of the Parties' Agreement, including releases provided for in  
25 the Agreement and this Final Approval Order. As of the effective date of Settlement, by  
26 operation of the entry of this Final Approval Order, each Settlement Class Member, including  
27 Plaintiffs, shall be deemed to have fully released, waived, relinquished and discharged, to the  
28 fullest extent permitted by law, all Released Claims that he or she may have against the

Released Parties. Class Members are enjoined from prosecuting the Released Claims, and are enjoined from initiating or continuing other proceedings regarding the Released Claims, as provided in the Agreement. Settlement Class Members were given a full opportunity to participate in the Final Approval hearing, and all Settlement Class Members and other persons wishing to be heard have been heard. All Class Members, except for the individual who submitted a valid Request for Exclusion, are bound by this Order.

8. The Named Plaintiffs are further barred from bringing any action asserting any claims against Defendant and the Released Parties that were released as part of the “General Release” agreed to by the Named Plaintiffs in the Settlement. In addition, the Final Judgment shall bind the State of California (including the LWDA) and all Aggrieved Employees with respect to the Released PAGA Claims, without any option to submit a Request for Exclusion as to those claims.

9. The Court has considered all relevant factors for determining the fairness of the Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation; that the Settlement is the result of serious, informed, adversarial and arm’s-length negotiations between the Parties; and that the terms of the Settlement are in all respect fair, adequate, and reasonable.

10. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of the Plaintiffs’ case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of Plaintiffs’ counsel.

11. The Court approves payment of the PAGA Payment in the total amount of \$52,500.00, of which \$39,375.00 (75%) shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and \$13,125.00 (25%) shall be paid to the Aggrieved Employees on a pro rata basis according to the number of Pay Periods each worked during the PAGA Period.

1           12. The Court hereby finds the Individual Settlement Payments provided to  
2 Participating Class Members under the terms of the Settlement to be fair and reasonable in light  
3 of all the circumstances. The Court, therefore, orders the calculations and payments to be made  
4 and administered in accordance with the terms of the Agreement.

5           13. The Court finds that the services provided by the Settlement Administrator were  
6 for the benefit of the Class, and the cost of \$8,000.00 is fair, reasonable, and appropriate for  
7 reimbursement. The Court approves payment to Phoenix Class Action Settlement  
8 Administration for administration fees, which include all costs and fees incurred to date, as well  
9 as estimated costs and fees involved in completing the administration of the Settlement.

10           14. The Court confirms David R. Markham and Lisa R. Brevard of The Markham  
11 Law Firm; Isam C. Khoury, Michael D. Singer, and Maggie K. Realin of Cohelan Khoury &  
12 Singer; Walter L. Haines of United Employees Law Group; Sarkis Sirmabekian of Sirmabekian  
13 Law Firm, PC to be appointed as Class Counsel in this action.

14           15. The Court finds that Class Counsel have the sufficient experience, knowledge,  
15 and skill to promote and safeguard the interests of the Class. The Court therefore finds that  
16 Plaintiffs' counsel satisfies the professional and ethical obligations of Class Counsel.

17           16. The Court further approves an award of attorneys' fees of \$350,000.00. The  
18 Court finds that this amount is supported by both the application of the percentage fee and the  
19 lodestar-plus-multiplier methods for awarding reasonable attorneys' fees.

20           17. In the course of this litigation, Class Counsel incurred \$14,021.00 in litigation  
21 costs including in the form of court filing fees, mediation fees and costs, research and delivery  
22 charges. The Court approves the reimbursement to Class Counsel for the litigation costs  
23 pursuant to the terms of the Agreement.

24           18. The Court finds that Christian Sanchez, Atu Akinlabi Watson and Tyron Wesley  
25 are suitable representatives for the Settlement Class and are hereby appointed as Class  
26 Representatives. The Court finds that Plaintiffs' investment and commitment to the litigation  
27 and its outcome ensured adequate and zealous advocacy for the Settlement Class, and their  
28 interests are aligned with those of the Settlement Class.

1           19.     The Court finds the Service Awards to be paid to Plaintiffs Christian Sanchez,  
2     Atu Akinlabi Watson and Tyron Wesley, in the amount of Fifteen Thousand Dollars (\$15,000)  
3     per person are fair and reasonable compensation based upon the evidence presented regarding  
4     the services provided and risks incurred by Plaintiffs in assisting Class Counsel.

5           20.     Without affecting the finality of this Final Approval Order, the Court reserves  
6     continuing jurisdiction over the parties to the Settlement, including Defendant, Plaintiffs, and  
7     Participating Class Members, to administer, supervise, construe and enforce the Settlement in  
8     accordance with its terms.

9           21.     This document shall constitute a judgment for purposes of California Rules of  
10    Court, Rule 3.796(h). Without affecting the finality of this judgment in any way, the Court  
11    retains jurisdiction solely for the purposes of addressing the interpretation and enforcement of  
12    the terms of the Settlement, Settlement Administration matters, and such post-Final Judgment  
13    matters as may be appropriate under court rules or as otherwise set forth in the Settlement  
14    pursuant to California Code of Civil Procedure, section 664.6.

15          22.     Pursuant to Labor Code section 2699(s)(3), Plaintiffs shall submit a copy of this  
16    Order and Judgment to the California Labor and Workforce Development Agency within 10  
17    days after entry of this Order and Judgment.

18          23.     The Parties will bear their own costs and attorneys' fees except as otherwise  
19    provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

20          24.     The Court sets a Hearing Re: Distribution of Settlement Funds for June 18,  
21    2027, at 1:30 p.m. Class Counsel are ordered to file a Final Report Re: Distribution of the  
22    Settlement Funds by the Administrator fifteen (15) days prior.

23    **IT IS SO ORDERED.**

24  
25    Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Victoria Kolakowski  
Judge of the Superior Court