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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
DECLARATION OF ISAM C. KHOURY
IN SUPPORT OF 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

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16 Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER
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1 I, Isam C. Khoury, declare as follows:

2 1. I am a Founding Partner at the law firm of Cohelan Khoury & Singer, co-counsel
3 of record for Plaintiffs CHRISTIAN SANCHEZ, ATU AKINLABI WATSON, and TYRON
4 WESLEY (“Plaintiffs”) in this Action. I submit this declaration in support of Plaintiffs’ Motion
5 for: Final Approval of Class and Representative Action Settlement and 2) Approval of
6 Attorneys’ Fees and Costs, Administration Costs, and Class Representatives’ Service Awards.
7 The following facts are within my personal knowledge and I could and would competently
8 testify to them.

9 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
10 State Bar in 1974 and am admitted to practice in all state courts in California and in the all
11 federal courts in California, as well as the First Circuit Court of the State of Hawaii and the
12 United States Court of Appeals for Sixth Circuit.

13 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
14 Professional Law Corporations, and within a few years began to focus on class actions. Cohelan
15 & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in class and
16 representative action litigation, including wage and hour, labor and employment, antitrust,
17 consumer protection, construction defect and other public interest class and representative
18 actions.

19 4. I have been selected by my peers based on ethics, experience and reputation as
20 Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for
21 several years between 2012 through the present. Michael D. Singer, Managing Partner, was
22 named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and Employment
23 Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr.
24 Singer was admitted as a fellow to the College of Labor and Employment Attorneys in 2020. I
25 am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

26 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
27 provide the Mandatory Continuing Legal Education activity entitled “Litigating California Class
28 Actions” and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.

Cohelan, is the author of Cohelan on California Class Actions (1997-2026, updated annually), part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2026 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act (“PAGA”) Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, he has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As

1 co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court* [formerly reported at
2 (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District Court of Appeal in
3 May 2008 on transfer from the California Supreme Court, and co-authored the successful
4 Petition for Review.

5 7. Partner Maggie Realin worked for a certified appellate law specialist in San
6 Diego for five years. Subsequently, she was an associate at a San Diego consumer class action
7 firm, where she represented consumers in class actions against large corporations, specifically
8 in the area of deceptive food labeling. Ms. Realin then joined an employment class action firm
9 in 2013, where she focused on representing employees in wage and hour class actions. On
10 February 26, 2020, Ms. Realin was rated AV Preeminent by Martindale Hubbell. In 2024, Ms.
11 Realin joined Cohelan Khoury & Singer, where her practice continues to focus on employee
12 side wage and hour class actions.

13 8. My firm has successfully tried class cases, obtained appellate reversals of class
14 certification denials (*e.g. Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th 908), and has
15 certified multiple wage and hour class.

16 9. As a part of our overall firm philosophy lawyers perform community service and
17 pro bono work. Firm volunteer work includes service through Legal Aid at Work, San Diego
18 Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of
19 San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr.
20 Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served
21 as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits
22 on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro
23 Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M.
24 Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of
25 San Diego, Consumer Attorneys of California, and American Association for Justice serving
26 and chairing various committees through the years for these organizations. For six years from
27 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of
28 San Diego. Since 2013, Ms. Khoury actively serves on the Board of Directors for the San Diego

County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

10. Cohelan Khoury & Singer has been certified Class Counsel in the following contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND HOUR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v. Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003; *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS*, Los Angeles County Superior Court Case No. BC472891; *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court Case No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922; *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles County Superior Court Case No. B198414;

1 *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego County Superior Court
2 Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the First Circuit, State of
3 Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*, Los Angeles County
4 Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba Acosta Sales and*
5 *Marketing Company*, United States District Court, Central District of California Case
6 No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's Hospital-San*
7 *Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer v. Rady*
8 *Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-
9 00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court
10 Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court
11 Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior
12 Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles
13 County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et*
14 *al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange
15 County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage,*
16 *Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture*
17 *Industries, Inc., et al.*, United States District Court, Central District of California Case No.
18 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case
19 No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, Unites States District Court, Southern
20 District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States
21 District Court, Southern District of California Case No. 10CV0634; and *Weigele v. FedEx*
22 *Ground Package System, Inc.*, United States District Court, Southern District of California Case
23 No. 06CV1330, among others, as well as being appointed Class Counsel in connection with
24 well over 300 class action settlements.

25 11. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has
26 actively commenced, prosecuted and concluded numerous state and federal class and
27 representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the
28 resolution of over 300 such cases, including the following, which have received court approval:

(a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYs*, United States District Court, Central District of California Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court Case No. CIVDS1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, United States District

1 Court, Northern District of California Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney;
2 (u) *Rivas v. ESA Management*, United States District Court, Central District of California Case
3 No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group,*
4 *Inc.*, Los Angeles County Superior Court Case No. BC541313, Hon. Kenneth Freeman; (w)
5 *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371,
6 Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego
7 County Superior Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v.*
8 *Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-
9 00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco
10 County Superior Court Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v*
11 *Bank of the West*, San Francisco County Superior Court Case No. CGC-14-538955, Hon.
12 Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, United States District Court, Eastern District of
13 California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v.*
14 *Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon.
15 Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, United States District Court,
16 Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v.*
17 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.
18 William F. Highberger; among many others.

19 12. We are experienced and consider ourselves qualified to evaluate the claims and
20 defenses in this Action, and support the efficient resolution of the claims in this matter for a
21 \$1050,000 Settlement Amount against Defendant Spoke Logistics, LLC ("Spoke" or
22 "Defendant") for a group of 289 Participating Class Members who worked as drivers for Spoke
23 in California between September 18, 2021 through November 4, 2025 (the "Class Period").

24 13. The end-date of the class period was modified from December 17, 2025 to
25 November 4, 2025, to reduce the total number of workweeks in accordance with the settlement
26 agreement's escalation clause (para. 11.18). The Court approved this modification on July 13,
27 2026.

14. In this settlement, 100% of the money will be paid out as there is no reversion to Defendant. The response to the Settlement is overwhelmingly positive, there are no objections and only two opt outs. The average Participating Class Member will receive a settlement payment of approximately \$2,088.05, and the highest settlement payment will be \$7,805.72.

15. The Settlement also resolves PAGA claims on behalf of approximately 259 Aggrieved Employees who worked for Spoke in California from March 30, 2022 through December 17, 2025 (the “PAGA Period”).

16. The highest Individual PAGA Payment to be paid is approximately \$213.55, and the average Individual PAGA Payment to be paid is approximately \$50.68.

17. This Settlement is the product of arm’s-length bargaining between attorneys who are highly experienced in complex class actions.

18. 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. At the time of mediation, the Parties understood their respective positions.

19. After some litigation and discovery, the parties attended a private mediation on September 18, 2025 with an experienced neutral, Jeffrey Fuchsman, Esq. The case eventually settled. For purposes of settlement, the parties stipulated to filing a First Amended Complaint (FAC) alleging class claims and adding Watson and McCarther as named Plaintiffs in addition to Sanchez after which the Watson case will be dismissed; all claims released in the settlement are alleged in the FAC.

20. 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.

21. 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

1 to evaluate Plaintiffs' claims. As a result of careful investigation of the claims in this action and
2 pre-mediation analysis, the Parties had a clear understanding of their respective claims and
3 defenses.

4 22. Plaintiffs acknowledge their claims face substantial difficulties, and there are
5 substantial risks that the continued litigation would not yield a better result than this settlement.

6 23. First, Spoke will argue that the claims of over half of the drivers are barred by
7 the class and PAGA settlement in *Quintero v. Apria Healthcare LLC*, Case No. 20STCV42367,
8 which was finally approved on July 14, 2025. The \$16.5 million settlement resolved claims of
9 drivers supplied to Apria by vendors including Spoke, covering the period through January 30,
10 2025. The settlement includes a broad release extending to all potentially jointly liable parties,
11 including Spoke. Accordingly, Spoke contends that class and PAGA claims by drivers assigned
12 to Apria by Spoke through January 30, 2025 – which affects 54% of workweeks in this case,
13 have already been released and cannot be re-litigated.

14 24. Second, Defendant will argue that Plaintiffs and other drivers were properly
15 classified as independent contractors under the business-to-business exception in Labor Code §
16 2776, which triggers the *Borello* test. According to Defendant, because Spoke meets the
17 statutory requirements for the business-to-business exemption, *Borello*—a flexible, multi-factor
18 test—applies. Spoke will argue it operated solely as a broker, not a carrier, and exercised no
19 control over how Plaintiffs performed their work, that Plaintiffs used their own vehicles, had
20 motor carrier authority, set their own schedules, accepted or rejected work, were paid under
21 negotiated contracts, and many operated their own businesses, employed drivers, and worked
22 for other clients.

23 25. Third, even if the ABC test applies here, Defendant will argue that Plaintiffs still
24 do not qualify as employees. According to Defendant, Plaintiffs operated through independent
25 businesses that controlled their own operations and paid their own drivers. Spoke acted solely as
26 a broker—it did not own vehicles, employ drivers, or direct how deliveries were performed.
27 Defendant will argue that Plaintiffs were free to accept or reject assignments, contract with
28 other brokers, and were solely responsible for licensing, insurance, and regulatory compliance.

1 Government-imposed requirements, Defendant contends, do not establish “control” under the
2 ABC test. Spoke will argue that because it did not control the manner or means of Plaintiffs’
3 work, and because they operated as independent businesses, all three prongs of the ABC test are
4 met—and hence, Plaintiffs were not misclassified.

5 26. Additionally, Defendant will argue that Plaintiffs’ claims for unpaid wages—
6 including overtime and meal and rest period premiums—depend entirely on the threshold issue
7 of misclassification. If Plaintiffs were properly classified as independent contractors, these wage
8 claims fail entirely, aside from the expense reimbursement claim.

9 27. Wage statement and untimely wage claims are further derivative of Plaintiffs’
10 unpaid time, meal and rest break claims, so if Plaintiffs did not prevail on the underlying claims,
11 their derivative claims would also fail. Defendant would likely assert that wages that were not
12 paid cannot form the basis of these derivative claims.

13 28. The LWDA was timely served with the proposed Settlement Agreement in this
14 action and did not object to the amount of PAGA penalties.

15 29. The Class Notice informed Class Members how all of the Settlement funds
16 would be allocated and the Class Members’ estimated individual recovery. Specifically, the
17 Class Notice explained the payment to the Class Members would be calculated based on the
18 number of workweeks worked during the Settlement Class Period. This formula is realistic
19 because Settlement Class Members’ individual recovery is proportionate to the amount of time
20 they drove for Defendant.

21 30. Settlement checks will be valid and negotiable for 180 days. After that time, the
22 Parties will seek the Court’s approval to donate the funds represented by uncashed checks, plus
23 interest, to Legal Aid at Work pursuant to California Code of Civil Procedure section 384(b). In
24 no event will any of the funds revert to Defendants.

25 31. By this motion, Plaintiff and Class Counsel seek an award of attorneys’ fees in
26 the sum of \$350,000, representing one-third (1/3) of the Gross Settlement Amount. In addition,
27 subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs of
28 \$14,021.00 (Settlement Agreement allowed for up to \$35,000.00) associated with Class

Counsel's prosecution of the Action.

32. Plaintiffs gave written consent to apportion fees between Class Counsel as follows: 60% to *Sanchez* counsel (to be further allocated as follows: the Markham Law Firm shall receive 16.33% of the awarded attorneys' fees, Cohelan, Khoury & Singer shall receive 50.34%, and 33.33% to United Employees Law Group) and 40% to *Watson* counsel.

33. To bring this matter to final approval, Class Counsel will have expended 616.1 hours of attorney and para-professional time prosecuting the case, resulting in a lodestar fee of \$373,709.00, and actual costs of \$14,021.00, as shown in the below Lodestar & Cost Chart. Attached as Exhibit 1(A-C) is a true and correct copy of Cohelan Khoury & Singer's Time Records for each attorney that worked on this case.

FIRM/ ATTORNEYS/PARALEGAL	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	16.4	\$1,100	\$18,040.00
Michael D. Singer, Managing Partner	1984	1.6	\$1,250	\$2,000.00
Maggie Realin, Partner	2009	121.0	\$700	\$84,700.00
Amber Worden, Former Paralegal	N/A	11.9	\$200	\$2,380.00
Matthew Atlas, Paralegal	N/A	16.3	\$175	\$2,852.50
TOTAL:		167.2		\$109,972.50

THE MARKHAM LAW FIRM				
David R. Markham, Founding Partner	1976	17.1	\$815	\$13,936.50
Maggie K. Realin, Former Partner	2009	11.4	\$700	\$7,980.00
Lisa R. Brevard, Associate	2018	50.9	\$500	\$25,450.00
Leeanna Carcione, Former Paralegal	N/A	34.0	\$175	\$5,950.00
Noor Haleem, Paralegal	N/A	17.0	\$175	\$2,975.00
TOTAL:		130.4		\$56,291.50

UNITED EMPLOYEES LAW GROUP				
Walter L. Haines, Founding Partner	1976	46.7	\$950	\$44,365.00
TOTAL:		46.8		\$44,365.00

SIRMABEKIAN LAW FIRM, PC				
Sarkis Sirmabekian, Lead Attorney	2011	271.8	\$600	\$163,080.00
TOTAL:		271.8		\$163,080.00
Total Aggregate Hours: 616.1			Total Lodestar: \$373,709.00	
LITIGATION EXPENSES				
COHELAN KHOURY & SINGER				\$ 4,271.84
THE MARKHAM LAW FIRM				\$3,248.09
UNITED EMPLOYEES LAW GROUP				\$ 16.55
SIRMABEKIAN LAW FIRM, PC				\$6,484.52
TOTAL COSTS				\$14,021.00

34. Further, Class Counsel will incur additional billable hours of at least 10-20 hours to oversee the settlement distribution process.

35. Based on this total lodestar, the resulting **multiplier is negative 0.93**

36. Class Counsel's request for one-third of the common fund is in the mid-range of awards which commonly range from 20% to 50%, and is fair compensation for undertaking complex, risky, litigation on a contingent basis, and for the result achieved for the Class.

37. Some courts have found 33% of a common fund is the California "benchmark." The request is consistent with market rates and been award to Class Counsel numerous times.

38. Since 2020, Cohelan Khoury & Singer has been awarded attorneys' fee of one-third of a common fund state and federal courts in many class and representative actions:

a) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys' fees of 33-1/3% of \$385,000 settlement in Class action).

b) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of \$1,485,000 Class action settlement).

c) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of \$650,000 settlement in Class and Representative action).

1 d) *Santos, et al. v. National General Management Corp.*, San Bernardino County
2 Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys’ fees of 33-1/3% of
\$680,000 settlement in PAGA action).

3 e) *Loreto v. General Dynamics Information Technology, Inc.*, USDC Southern
4 District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys’
fees of 33-1/3% of \$900,000 settlement in a pre-certification wage and hour class action).

5 f) *Romanov v. Amazon Services LLC.*, USDC Central District of California, Case
6 No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys’ fees of 33-
1/3% of \$700,000 settlement in a pre-certification wage and hour class action).

7 g) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599
8 (Hon. Patricia M. Lucas – approving attorneys’ fees of 33-1/3% of \$2,000,000 settlement in a
pre-certification wage and hour class action).

9 h) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case
10 No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys’ fees of 33-1/3% of
\$458,991 settlement in a pre-certification wage and hour class action).

11 i) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court,
12 Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys’ fees of 33-1/3% of \$1,500,000
settlement in Class and Representative action).

13 j) *Dolan v. Abacus Data Systems, Inc.*, San Diego County Superior Court, Case No.
14 37-2019-00051447 (Hon. Katherine Bacal –attorneys’ fees of 33-1/3% of \$600,000 settlement
in Class and Representative action).

15 k) *Lopez, et al. v. PG&E Company*, San Francisco County Superior Court, Case No.
CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –33-1/3% of \$350,000 Class/PAGA settlement).

16 l) *Popal v. Wells Fargo Bank, National Associate*, San Diego County Superior
17 Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys’ fees of 33-1/3% of
\$3,000,000 settlement in Class and Representative action).

18 m) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County
19 Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys’ fees of 33-
1/3% of \$325,000 settlement in Class and Representative action).

20 n) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court,
21 Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys’ fees of 33-1/3% of
\$2,400,000 settlement in Class and Representative action).

22 o) *De Benning v. Costco Wholesale Corporation*, Sacramento County Superior
23 Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys’ fees of 33-1/3% of
\$9,000,000 settlement in Class and Representative action).

24 p) *Tam v. Q Tech Corporation*, Los Angeles County Superior Court, Case No.
21STCV18635 (Hon. Elihu M. Berle – attorneys’ fees of 33-1/3% of \$650,000 settlement in
Class and Representative action).

25 q) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County
26 Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys’
fees of 35% of \$1,500,000 settlement in PAGA action).

27 r) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County
28 Superior Court, Case No. CIVDS1912925 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of
\$2,824,090.50 settlement in Class and Representative action).

s) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys’ fees of 33-1/3% of \$350,000 settlement in Class and Representative action).

t) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys’ fees of 33-1/3% of \$2,500,000 settlement in Class and Representative action).

u) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys’ fees of 33-1/3% of \$500,000 settlement in Class and Representative action).

v) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys’ fees of 33-1/3% of \$5,188,336.88 settlement in Class and Representative action).

w) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case No. 37-2019-00002992 (Hon. James A. Mangione – attorneys’ fees of 33-1/3% of \$3,000,000.00 settlement in a certified Class action).

x) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No. 34-2021-00299363 (Hon. Jill H. Talley – attorneys’ fees of 33-1/3% of \$898,852 settlement in in Class and Representative action).

y) *Garcia v. Haralambos Beverage Co.*, Los Angeles County Superior Court, Case No. BC660723 (Hon. Laura A. Seigle – attorneys’ fees of 33-1/3% of \$1,200,000 settlement in a certified Class action).

z) *Curley, et al. v. PAR Western Line Contractors, LLC, et al.*, San Diego County Superior Court, Case No. 2021-00019761 (Hon. Katherine Bacal – attorneys’ fees of 33-1/3% of \$8,400,000 settlement in in Class and Representative action).

39. Unlike Defense counsel, who are regularly paid fair-market hourly rates, Class Counsel received no compensation, or expense reimbursement, since the case began over three years ago. The contingent representation, and risks of the litigation which could result in no fee, support approval of the fee request.

40. Based on my experience, the experience of my firm, and my research, Class Counsel’s skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class and representative actions.

41. Class Counsel’s skill and experience support their hourly rates: **Cohelan Khoury & Singer**: Founding Partner, Isam C. Khoury - \$1,100; Managing Partner, Michael D. Singer - \$1,250; Partner, Maggie Realin - \$700. **The Markham Law Firm**: Founding Partner, David Markham - \$815; Former Partner, Maggie Realin - \$700; Associate, Lisa Brevard - \$500. **United Employees Law Group**: Founding Partner, Walter L. Haines - \$950. **Sirmabekian**

Law Firm, PC: Lead Attorney, Sarkis Sirmabekian - \$600.

42. The current Laffey Matrix would actually provide for some rate increases: **Cohelan Khoury & Singer:** Founding Partner, Isam C. Khoury - \$1,227 (20+ years out of law school); Partner, Maggie Realin - \$1,019 (11-19 years out of law school). **The Markham Law Firm:** Founding Partner, David Markham - \$1,227 (20+ years out of law school); Associate, Lisa Brevard - \$625 (4-7 years out of law school). **United Employees Law Group:** Founding Partner, Walter L. Haines - \$1,227 (20+ years out of law school). **Sirmabekian Law Firm, PC:** Lead Attorney, Sarkis Sirmabekian - \$1,019 (11-19 years out of law school). Attached as Exhibit 2 is a true and correct copy of the Laffey Matrix (accessed September 25, 2026, available at <http://www.laffeymatrix.com/see.html>).

43. Further, the fees sought for paralegals Amber Worden and Matthew Atlas are appropriate because they meet the requirements of Business & Professions Code sections 6450, *et seq*, including qualifications and continuing education and their hourly billing rate and hours worked are reasonable and usual for the services rendered.

44. Class Counsel requests the Court award Class Counsel the actual costs of \$14,021.00 per the terms of the Settlement Agreement. To prosecute and bring this matter to final approval, Cohelan Khoury & Singer has incurred **\$4,271.84** in reasonable and necessary actual costs, as described below:

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
2/9/2024	One Legal	Notice of Change of Address	\$22.55
4/24/2024	One Legal	Notice of Remote Appearance	\$22.55
2/11/2025	LASC	Docs	\$4.00
2/11/2025	One Legal	Stipulation and Order to Continue	\$87.66
2/11/2025	One Legal	Stipulation and Order	\$27.83
2/13/2025	One Legal	Stipulation and Order	\$61.95
2/26/2025	One Legal	Notice	\$35.00
6/2/2025	One Legal	Stipulation and Order, POS	\$47.75
6/10/2025	One Legal	Notice	\$37.07
8/6/2025	Fuchsman Mediation	Mediation Fee	\$3,000.00
9/24/2025	One Legal	Notice of Settlement	\$37.07
10/6/2025	LASC	Docs	\$7.40
11/14/2025	One Legal	Stip and Order	\$58.75
11/19/2025	One Legal	Notice of Entry of Judgment; Dismissal	\$37.07
3/8/2026	One Legal	Stip and Order	\$160.43
3/9/2026	One Legal	Stip and Order	\$59.46
3/18/2026	One Legal	Stip and Order	\$59.46
3/18/2026	One Legal	Motion for Prelim. Approval -Courtesy Copy	\$186.30
3/18/2026	One Legal	Amended Complaint	\$37.73

Declaration of Isam C. Khoury in Support of Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement - Case No. 23CV035138

3/18/2026	One Legal	Motion for Prelim. Appr. Efile	\$100.86
4/21/2026	Alameda Court	Docs	\$5.00
5/5/2026	One Legal	Supplemental Dec; Order; POS	\$37.73
6/4/2026	Alameda Court	Docs	\$1.00
<i>Est</i>	<i>One Legal</i>	<i>Final Approval Motion - Efile</i>	<i>\$100.15</i>
<i>Est</i>	<i>One Legal</i>	<i>Supp Briefing/Entry of Order/Judgment</i>	<i>\$37.07</i>
	In House	Postage	\$0.00
	In House	Photocopies (@.25)	\$0.00
	Total		\$4,271.84

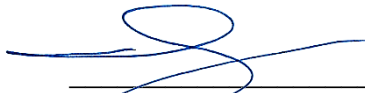
45. Plaintiffs placed the interests of the Class above their own: They worked on behalf of the class for over three years, accepted the risk of a cost judgment and potential loss of employment opportunities; did not pursue individual claims, but chose to represent other employees, but unlike the others, was required to release all claims of any kind.

46. As Cohelan Khoury & Singer has done since its entry into this matter, we will continue to fulfill our responsibility to the Plaintiffs and the members of the class through final approval of the settlement and the final accounting of the distribution.

47. No member of Cohelan Khoury & Singer has any conflicts of interest with the class or with the Plaintiffs, nor are they related to the Plaintiffs. We do not represent opposing factions within the class, in that all claims are predicated upon the same theories of liability and benefit all class members equally.

48. On the same date the final approval motion and its supporting documents are filed with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website. Attached as Exhibit 3 is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct and this declaration is executed on September 28, 2026 in San Diego, California.



Isam C. Khoury

EXHIBIT 1
TIME RECORDS

EXHIBIT 1-A

TIME RECORD

ISAM C. KHOURY

FOUNDING PARTNER

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Isam C. Khoury

Date	Activity	Time
1/8/2025	Update on defense mediation position w/ MR	0.2
8/7/2025	Mediation file review, discuss complaint analysis and co-counsel participation; Meet with MR	1.1
8/8/2025	Discuss 2023 amendment and accidental defense; Meet with MR	0.4
8/11/2025	Conf call w/ companion case re: mediation strategy and fee JPA; Meet with MR	0.5
9/10/2025	Review prior settlement scope and discussion re effect, review brief and mediation prep review	0.8
9/16/2025	Research Fedex litigation and joint employer argument discuss w/ MR	1.0
9/17/2025	Mediation review and discussion w/ MR and meal rest exemption arguments, review pay records	1.5
9/18/2025	Mediation	10.5
9/25/2025	Notice form court re: settlement notice discuss w/ MA	0.2
5/29/2026	Update on prelim approval	0.2
	Total	16.4

EXHIBIT 1-B

TIME RECORD

**MICHAEL D. SINGER
MANAGING PARTNER**

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Michael D. Singer

Date	Activity	Time
1/8/2025	Review MR email re status	0.1
3/31/2025	Review JPA; MR email	0.1
5/14/2025	Email exchange with MR re case and mediation	0.2
9/11/2025	Analysis of data/mediation prep 1.2	1.2
	Total	1.6

EXHIBIT 1-C

**TIME RECORD
MAGGIE REALIN
PARTNER**

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

Date	Activity	Time
2/13/24	Review case status	0.1
3/22/24	Review email from defense re coordination	0.1
3/22/24	Review Sanchez & Watson complaints & chart	0.7
3/22/24	Email exchange with co-counsel re next steps	0.2
3/25/24	Email to Watson counsel re coordination	0.1
3/26/24	Call with Watson counsel re next steps	0.2
3/26/24	Call with LB re next steps	0.2
3/26/24	Email exchange with defense counsel re discussing coordination	0.1
3/26/24	Prepare for call with Watson counsel; review pleadings	0.4
3/27/24	Email to defense re call re discovery and coordination/consolidation	0.1
3/27/24	Call with defense and Watson counsel re consolidation & discovery	0.3
3/27/24	Email exchange with defense counsel re discovery	0.1
3/27/24	Email exchange with Watson counsel re discovery	0.1
4/1/24	Review order re CMC and CMC statement	0.2
4/3/24	Review P's position in a CMC statement, email to LB	0.3
4/8/24	Call with client and LB re case status	0.2
4/9/24	Review D's edits to joint CMC statement	0.2
4/9/24	Email to LB re d's edits to joint CMC statement	0.1
4/11/24	Review final version of CMC statement	0.2
4/19/24	Review email from defendant re Watson	0.1
4/22/24	Review D's responses to interrogatories set 1	0.5
4/22/24	Review D's responses to RPDs set 1	0.5
4/22/24	Draft JPA re discovery	0.8
4/22/24	Draft Belaire notice	0.6
4/22/24	Draft stip re Belaire notice	0.8
4/24/24	Email to defense re stip to dismiss and then transfer Watson	0.1
4/24/24	Review stip to dismiss and then transfer Watson	0.2
4/25/24	Review edits to stip to dismiss and then transfer Watson	0.2
4/26/24	Review notice of rescheduling of CMC	0.1
5/9/24	Review email from co-counsel re edits to stip to transfer case	0.1
5/9/24	Review edits to stip to transfer case	0.2
5/13/24	Email to Watson counsel re tolling agreement and JPA	0.1
5/16/24	Email to Watson counsel re JPA	0.1
5/20/24	Review edits to JPA re discovery	0.2
5/20/24	Email exchange with co-counsel re JPA re discovery & Belaire	0.2
5/20/24	Review CMC statement	0.3
5/21/24	Review MSJ rulings in a related case	0.6
5/21/24	Email exchange with LB and DRM re related case	0.2
6/10/24	Email exchange with LB re related case and consolidation	0.1

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

6/13/24	Appear at CMC	1
6/13/24	Prepare for CMC	0.3
6/13/24	Call with LB re related Watson case	0.2
7/17/24	Review email re discovery	0.1
7/22/24	Review email exchange among counsel re mtc	0.2
7/22/24	Review email to clerk re discovery conference	0.1
8/26/24	Review email from Watson counsel re discovery	0.1
9/4/24	Call with LB re case status	0.2
9/4/24	Review email from defense re Belaire	0.1
10/1/24	Review edits to Belaire stip	0.2
10/1/24	Review edits to Belaire notice	0.2
10/3/24	Review emails with counsel re belaire notice	0.1
10/17/24	Review email exchange among counsel re Belaire notice	0.2
10/31/24	Review email exchange among counsel re FAC	0.2
11/4/24	Review emails among counsel re FAC	0.2
11/12/24	Review email exchange among counsel re consolidation	0.2
11/13/24	Review email from Watson counsel re cmc	0.1
11/13/24	Email exchange with LB re mediation	0.1
12/18/24	Review emails from counsel re mediation	0.2
1/8/25	Email exchange with co-counsel re case status	0.1
1/8/25	Call with defense counsel re mediation	0.4
1/8/25	Email exchange with co counsel re mediation data	0.2
1/8/25	Email to MS re case status	0.1
1/8/25	Meet with IK re mediation	0.1
1/14/25	Call with DRM re mediation	0.1
1/14/25	Email exchange with LB re mediation	0.2
1/14/25	Memo to co-counsel re case status	0.2
1/14/25	Review status of Watson	0.2
1/30/25	Call with LB re mediation	0.2
1/30/25	Review email exchange re mediation	0.2
1/30/25	Review mediation data request correspondence	0.2
2/3/25	Review email exchange re mediation	0.2
2/4/25	Review email exchange among counsel re mediation data	0.2
2/5/25	Email exchange with co counsel re mediation and discovery	0.2
2/5/25	Call with defense counsel re mediation and discovery	0.1
2/5/25	Email exchange with defense counsel re mediation and discovery	0.2
2/5/25	Draft stipulation re Belaire and mediation	0.5
2/5/25	Edit stip re Belaire and mediation	0.2
2/7/25	Review edits to stip re mediation and Belaire	0.2
2/7/25	Review email exchange re stip re mediation and Belaire	0.1

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

2/11/25	Review final version of CMC statement	0.2
2/25/25	Review notice of order re case management	0.2
3/21/25	Review email exchange among counsel re subst of atty for D	0.2
3/31/25	Review email from defense re mediation	0.1
3/31/25	Email to MS re JPA	0.1
3/31/25	Email exchange with LB re mediation	0.2
4/1/25	Email to defense counsel re mediation	0.1
4/2/25	Review email from co-counsel re mediation	0.1
4/3/25	Email exchange with mediator re mediation	0.2
4/8/25	Review settlement documents in a related case	0.7
4/8/25	Email email exchange with DRM and LB re settlement in a related case	0.2
4/18/25	Review email from LB re mediation data	0.1
5/13/25	Review email from client re settlement in a related case	0.1
5/13/25	Email exchange with co counsel re settlement in a related case	0.1
5/13/25	Review class notice in a related case	0.3
5/14/25	Review order in Arpia re mtn to compel arb	0.3
5/14/25	Email exchange with MS re case status and mediation	0.2
5/14/25	Review email from LB re Arpia settlement	0.1
5/19/25	Review and edit stip re mediation and proposed order	0.3
5/19/25	Email to LB re stip re mediation and proposed order	0.1
5/28/25	Email to defense counsel re stip to continue mediation deadline	0.1
5/29/25	Review D's edits to stip re mediation, email exchange re same	0.2
6/10/25	Review notice of order continuing mediation completion d/l	0.1
8/4/25	Review email exchange among counsel re discovery & mediation	0.2
8/6/25	Draft mediation brief	5.7
8/6/25	Email exchange with LB re penalties for misclassification	0.2
8/6/25	Review statute re penalties for misclassification	0.3
8/6/25	Call with DRM re JPA with Garrido	0.2
8/6/25	Email exchange with DRM and LB re potential fee split	0.2
8/7/25	Draft mediation brief	4.1
8/7/25	Meet with IK re claims	0.3
8/8/25	Edit mediation brief	1.7
8/8/25	Email mediation brief to co-counsel	0.1
8/8/25	Meet with IK re mediation	0.2
8/8/25	Email exchange with mediator re mediation	0.1
8/11/25	Call with co-counsel re JPA	0.3
8/11/25	Meet with IK re edits to mediation brief	0.3
8/11/25	Draft JPA re fees	0.7
8/12/25	Edit mediation brief	0.7
8/18/25	Review co-counsel's edits to JPA	0.2

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

8/18/25	Email exchange with co-counsel re edits to JPA	0.2
8/19/25	Review email from LB re mediation data	0.1
8/19/25	Review email exchange with client re mediation	0.1
8/25/25	Review email from co counsel re JPA	0.1
8/27/25	Review email from defense counsel re mediation data	0.1
9/5/25	Email exchange with LB re D's mediation production	0.2
9/9/25	Review email exchange with co counsel re mediation data	0.2
9/9/25	Email exchange with LB re mediation data	0.2
9/9/25	Review email to defense re mediation data	0.1
9/9/25	Review email exchange with client re mediation	0.2
9/10/25	Review email exchange among counsel re mediation data	0.2
9/10/25	Review pleadings in Quintero case, edit mediation brief	1.5
9/10/25	Review email from co counsel to defense re mediation data	0.1
9/10/25	Email exchange with LB and DRM re release in Quintero	0.2
9/10/25	Email exchange with co counsel re edits to mediation brief	0.2
9/10/25	Review mediation data, calls with DRM and LB	0.4
9/10/25	Email exchange with DRM and LB re status of mediation brief	0.2
9/10/25	Email exchange with DRM and LB re Apria	0.2
9/10/25	Review email exchange with client re deliveries	0.2
9/11/25	Email exchange re Quintero release n/a to Spoke	0.2
9/11/25	Edit mediation brief	2.6
9/11/25	Review email to defense re pay periods	0.1
9/11/25	Legal research re penalties under 226.8; email exchange with DRM	0.8
9/11/25	Legal research re release applicable to third parties	1.1
9/11/25	Email exchange with expert re pay periods	0.2
9/11/25	Email exchange with DRM re further edits to the brief	0.2
9/12/25	Edit mediation brief	1.6
9/12/25	Email mediation brief to co-counsel & mediator	0.2
9/12/25	Email exchange with defense counsel re mediation briefs	0.2
9/12/25	Call witg DRM re mediation data	0.3
9/15/25	Review D's mediation brief	0.9
9/15/25	Research re rebuttal to D's mediation brief	1.9
9/15/25	Email exchange with DRM re D's mediation brief	0.2
9/16/25	Call with client and LB and DRM re mediation	0.4
9/16/25	Meet with IK re mediation	0.3
9/17/25	Call with mediator re mediation	1
9/17/25	Call with DRM re mediation	0.2
9/17/25	Prepare for mediation	2
9/18/25	Attend mediation	7.8
9/19/25	Review mediator's proposal	0.3

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

9/19/25	Email exchange with mediator re proposal	0.2
9/19/25	Email exchange with client re mediation outcome	0.1
9/19/25	Email exchange with co counsel re mediator's proposal	0.1
9/22/25	Review email exchange with client re outcome of mediation	0.2
9/23/25	Review and edit notice of settlement	0.3
9/24/25	Email exchange with defense counsel re ntc of settlement and SA	0.2
9/24/25	Review and edit notice of settlement	0.4
9/24/25	Email exchange with defense counsel re further edits to ntc of settlement	0.2
9/26/25	Draft SA, cont	3.5
9/26/25	Draft SA	3.8
9/29/25	Review and edit settlement agreement	1.7
9/29/25	Email to co counsel re settlement agreement	0.1
9/30/25	Email exchange with LB re prelim approval hearing	0.1
9/30/25	Review edits to SA; email exchange with LB	0.2
9/30/25	Email exchange with DRM re cy pres	0.2
10/6/25	Draft motion for preliminary approval	2.1
10/7/25	Draft motion for preliminary approval, cont'd	1.9
10/8/25	Draft motion for preliminary approval	3.6
10/9/25	Email exchange with client re expense reimbursement	0.2
10/10/25	Draft mtn for prelim approval, cont'd	2.2
10/10/25	Edit and review mtn for prelim approval	1.2
10/10/25	Email exchange with co counsel re JPA	0.2
10/10/25	Email to co-counsel re mtn preliminary approval	0.1
10/23/25	Email exchange with defense counsel re SA	0.2
10/31/25	Email exchange with client re case status	0.2
11/11/25	Review D's edits to SA	1.3
11/11/25	Further edits to SA	0.8
11/11/25	Email to co counsel re further edits to SA	0.1
11/12/25	Email exchange among counsel re edits to SA	0.2
11/19/25	Review notice of order continuing status conf	0.2
11/20/25	Email exchange with defense counsel re edits to SA	0.2
11/24/25	Review and edit FAC	1.2
12/2/25	Email to defense counsel re status of the settlement agreement	0.1
12/11/25	Review D's further edits to SA	0.3
12/11/25	Email to co counsel re D's further edits to SA	0.1
12/15/25	Review email from defense counsel re SA and notice	0.1
12/16/25	Review email from defense re finalized SA	0.1
12/18/25	Review and edit settlement notice	1.4
12/18/25	Email to defense counsel re settlement notice	0.1

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

1/12/26	Review D's edit to SA	0.2
1/12/26	Review D's edits to settlement notice	0.2
1/12/26	Email exchange with defense counsel re settlement notice	0.2
1/15/26	Review email exchange among counsel re SA	0.2
1/16/26	Review emails from co counsel re SA	0.2
1/27/26	Edit motion for preliminary approval	0.7
1/27/26	Email to defense counsel re motion for prelim approval	0.1
2/2/26	Email exchange with client re status of settlement approval	0.2
2/2/26	Email exchange with client re status of settlement approval	0.2
2/3/26	Review admin's dec re settlement administration	0.3
2/5/26	Review D's edits to prelim approval motion	0.6
2/6/26	Email to defense counsel re prelim approval hearing	0.1
2/18/26	Email to defense counsel re class member count	0.1
2/20/26	Review stip to exceed page limit for prelim approval motion and proposed order	0.3
3/6/26	Review D's edits to stip for leave to file FAC	0.2
3/6/26	Review dec of co counsel iso prelim apprvl	0.3
3/9/26	Review stip and prop order to file FAC	0.3
3/9/26	Review further edits to FAC	0.3
3/10/26	Review emails from defense re prelim approval docs	0.1
3/17/26	Review final version of FAC	0.3
3/17/26	Review ntc entry of order granting leave to file FAC	0.2
3/18/26	Review final version of mtn prelim approval and supporting docs	0.7
4/13/26	Review tentative ruling re prelim approval	0.5
4/13/26	Edit class notice per the court's instructions	0.7
4/13/26	Edit proposed order granting preliminary approval per the tentatie	0.3
4/13/26	Email exchange with defense counsel re edits to settlement docs per tentative	0.2
4/15/26	Email exchange with defense counsel re edits to class notice	0.2
4/15/26	Review email to admin re Spanish translation of class notice	0.1
4/22/26	Review and edit supplemental submission re prelim approval	0.3
5/6/26	Email exchange with co counsel re tentative re prelim approval	0.2
5/6/26	Email exchange with defense counsel re tentative re prelim approv	0.2
5/6/26	Review tentative ruling re prelim approval	0.4
5/26/26	Review stip to continue trial setting conf	0.3
5/26/26	Email exchange with LB re stip to continue trial setting conf	0.2
5/26/26	Review order granting prelim approval	0.3
5/27/26	Review email exchange among counsel and admin re settlement administration	0.2

Sanchez v. Spoke Logistics, LLC
Alameda Superior Court Lead Case No. 24CV078707
Attorney Time – Maggie Realin

5/29/26	Call with LB re trial setting conference and status of settlement approval	0.3
6/3/26	Email to client re case status	0.1
6/5/26	Review first addendum to SA	0.2
6/5/26	Review stip re first addendum to SA	0.2
6/5/26	Email exchange with defense counsel re amending SA	0.2
6/5/26	Email exchange with LB re amendingb SA	0.2
6/11/26	Review email from co counsel re status of settlement	0.1
6/11/26	Email exchange with defense counsel re addendum to SA	0.2
6/11/26	Email exchange with co counsel re addendum to SA	0.2
6/12/26	Review finalized addendum to SA	0.1
6/26/26	Review email from co counsel re amended SA	0.1
7/10/26	Call with LB re status of settlement	0.2
7/14/26	Review order granting stip to amend SA	0.1
7/14/26	Email to defense counsel re order granting stip to amend SA	0.1
7/16/26	Review settlement distribution timeline, email to admin	0.2
8/14/26	Review admin report re class notice	0.1
9/3/26	Draft motion for final approval and atty fees	5.1
9/8/26	Draft decl of P iso final approval	0.9
9/8/26	Email to client re dec iso final approval	0.1
9/10/26	Email exchange with Plaintiff re decl iso final approval	0.2
9/10/26	Edit decl of Plaintiff iso final apprvl	0.6
9/10/26	Edit Ps and As iso final approval	1.1
9/10/26	Review and edit proposed final approval order	0.9
9/14/26	Email exchange with LB re client's dec iso final approval	0.2
9/15/26	Email exchange with client re finalized dec iso final approval	0.1
9/15/26	Email to administrator re decl re notice administration	0.1
9/16/26	Email to defense counsel re motion for final approval	0.1
9/28/26	Review and finalize mtn final approval and attachments	2
10/21/26	(est.) prepare for FH	1.5
10/22/26	(est.) appear at FH	1.0
	Total:	121.0

EXHIBIT 2

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School: $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 3