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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

**DECLARATION OF TYRON WESLEY
MCCARTHER 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

Declaration of Tyron Wesley McCarther in Support of Plaintiffs' Motion for Final Approval
of Class and Representative Action Settlement - Case No. 23CV035138

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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21 Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER

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I, TYRON WESLEY MCCARTHER, declare as follows:

1. I am over the age of eighteen (18) and a named Plaintiff and proposed class representative in this action.

2. The declaration is based upon my personal knowledge, and if called as a witness, I could and would competently testify regarding the statements in this declaration.

3. I submit this declaration in support of the Motion for Final Approval of Class and Representative Action Settlement.

4. Defendant SPOKE LOGISTICS, LLC ("Defendant") is a logistics consulting business who employed me as a delivery driver between approximately November 20, 2023 through approximately August 9, 2024.

5. I understand that this action asserts claims on behalf of all of Defendant's current and former Drivers who worked within the State of California during the Class Period.

6. Throughout the course of my employment, I believe that, among other things, my coworkers and I were not sufficiently paid minimum and/or overtime wages, were not provided timely meal breaks and rest breaks in accordance with California laws, were not provided with accurate wage and hour statements, were not provided sick pay, were not reimbursed for business expenses, and were not timely paid all wages due upon separation of our employment.

7. Accordingly, I contacted attorney Sarkis Sirmabekian, Esq. of the Sirmabekian Law Firm, PC about my potential employment claims. I provided Mr. Sirmabekian with information concerning my employment, job duties, working conditions, compensation, schedules, meal and rest periods, and other relevant employment practices. These discussions lasted several hours. I decided to pursue legal action against my employer.

8. From there, I spent considerable time going through all my personal belongings to gather any relevant employment documents that I thought Mr. Sirmabekian would need and I provided the documents to my attorneys.

9. After I joined the lawsuit as a named plaintiff, I continued to spend hours at a time discussing with Mr. Sirmabekian the nature of my work, my hours, breaks, the company's business operations, organizational hierarchy, and other important matters.

1 10. I assisted my attorneys in investigating the claims alleged in this action. My
2 assistance included, as applicable: (a) Participating in telephone calls, videoconferences, and
3 meetings with my attorneys; (b) Describing Defendant's policies and practices based on my
4 personal experience; (c) Providing information concerning my work locations, supervisors,
5 schedules, compensation, and job duties; (d) Provided information about witnesses and other
6 employees / Class Members; (e) Searching for and providing potentially relevant records,
7 including pay stubs, time records, schedules, text messages, emails, handbooks, or other
8 documents; (f) Reviewing the allegations in the complaint and subsequent filings; (g) Reviewing
9 documents and information produced during the litigation; (h) participated in settlement
10 negotiations; (i) Preparing for and participating in the mediation held on 9/18/2025; (j)
11 Communicating with my attorneys regarding settlement negotiations and the proposed
12 settlement; and (k) Reviewing the proposed settlement and discussing its material terms with my
13 attorneys.

14 11. I have remained available to my attorneys throughout the litigation and have
15 responded to their requests for information and assistance.

16 12. I understood that serving as the named plaintiff would require me to undertake
17 responsibilities on behalf of other employees and not merely pursue my own individual interests.
18 I have taken those responsibilities seriously.

19 13. As a result of the negotiations that took place, and after discussing the risks,
20 benefits, and alternatives of continued litigation, I agreed to globally settle the class claims for
21 the gross settlement amount of \$1,050,000.00 on behalf of the Settlement Class Members who
22 were similarly employed by Defendant during the relevant statutory period.

23 14. My attorneys explained the material terms of the proposed settlement to me.

24 15. I understand that the proposed settlement represents a compromise. It does not
25 provide Plaintiff(s) or the class with all the relief that might be recovered if the case proceeded
26 successfully through certification, trial, and any appeals.

27 16. I also understand that continued litigation would involve risks, including the
28 possibility that the Court might decline to certify some or all of the proposed claims, that

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Defendant might prevail on some or all claims, that any recovery could be less than the settlement, and that litigation and appeals could substantially delay any recovery.

17. Based on my involvement in the action, my understanding of the claims and defenses, and my discussions with counsel, I believe the settlement provides a meaningful recovery to class members while avoiding the uncertainty, expense, and delay associated with continued litigation.

18. I support the proposed settlement and believe that its approval is in the best interests of the class.

19. Following settlement, I spent time answering questions from my attorney during the approval process. These questions related to the company's recordkeeping of employee contact information, and the completeness or lack thereof.

20. I understand that my attorneys will request a class-representative service award of up to \$15,000, subject to the Court's approval.

21. I understand that the proposed service award is separate from any settlement payment I may receive as a participating class member.

22. I believe the requested service award is appropriate in light of the time and effort I devoted to the action, the assistance I provided to counsel, the responsibilities I assumed on behalf of the class, and the risks and burdens associated with publicly serving as the named Plaintiff.

23. I understand that the Court may approve, reduce, or deny the requested award. My support for the settlement is not conditioned on the Court awarding me the requested service award or any service award.

24. I understood that my name would become part of a public court record and that my involvement in the action could attract attention from Defendant, current or prospective employers, coworkers, or members of the public.

25. My interests are aligned with the interests of the other class members because I worked for Defendant in a position covered by the proposed class definition and was allegedly subject to the same or similar policies and practices challenged in this action.

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26. I have not placed my personal interests ahead of the interests of the class. I have attempted to protect the interests of the class throughout the litigation.

27. I understand that, as a proposed class representative, I have a duty to fairly and adequately represent the class. I am willing to continue performing that duty through the completion and administration of the settlement.

28. I believe that my attorneys have acted in the best interests of the class and have kept me reasonably informed regarding the material developments in this action.

29. For the reasons stated above, I respectfully request that the Court grant the motion for final approval of the class action settlement and approve the requested class-representative service award.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed on 9/17/2026, at Stockton, California.

Signed by:

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TYRON WESLEY MCCARTHER