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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

SPOKE LOGISTICS, LLC, a California Corporation,

Cross-Complainant,

v.

HE IS THE WAY TRANSPORT SERVICES, INC.,

Cross-Defendant.

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

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PROPOSED| FINAL JUDGMENT AND ORDER

This matter came before the Court on October 22, 2026, at 2:30 p.m. in Department 16 of the Alameda Superior Court, Honorable Victoria Kolakowski presiding, for a hearing on 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. Due and adequate notice having been given to Class Members as required by the Court's May 26, 2026 Order Granting Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement, which required Notice to be given to the Class, the Court having considered all papers filed and proceedings in this action, and determining that the settlement ("Settlement") is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Order hereby incorporates by reference the definitions in the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Class and Representative Action Settlement Agreement ("Agreement").

2. This Court has jurisdiction over the claims of the members of the Class asserted in this proceeding, personal jurisdiction over the Plaintiffs and Defendant, and the members of the Class, as defined in the Agreement.

3. The Court certifies and approves, for settlement purposes only, the following Settlement Class as set forth in the Agreement: "All current and former Drivers of Defendant in California from September 18, 2021 through November 4, 2025."

4. For settlement purposes, Aggrieved Employees are defined as: "All Drivers of Defendant in California from March 30, 2022 through December 17, 2025."

5. Notice given to the Settlement Class fully and accurately informed Class Members of all material elements of the proposed Settlement and of their opportunity to exclude themselves from, object to, or comment on the Settlement, and to appear at the final approval hearing. The notice was reasonable and the best notice practicable under the

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circumstances. Accordingly, this Court finds that the notice program described in the Agreement and completed by the Settlement Administrator complied fully with the requirements of due process, Rules 3.766 and 3.769 of the California Rules of Court, and all other applicable laws.

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

7. There were no objections to the Settlement and two (2) Class Members opted out. All Class Members who did not submit a valid Request for Exclusion are bound by this Final Approval Order and by the terms of the Parties' Agreement, including releases provided for in the Agreement and this Final Approval Order. As of the effective date of Settlement, by operation of the entry of this Final Approval Order, each Settlement Class Member, including Plaintiffs, shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that he or she may have against the

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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) with respect to the Released PAGA 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.

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

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

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

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

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

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

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

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19. The Court finds the Service Award to be paid to Plaintiff Christian Sanchez in the amount of Ten Thousand Dollars ($10,000.00), and Plaintiffs Atu Akinlabi Watson and Tyron Wesley in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) each, are fair and reasonable compensation based upon the evidence presented regarding the services provided and risks incurred by Plaintiffs in assisting Class Counsel.

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

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

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

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

24. The Court sets a Hearing Re: Distribution of Settlement Funds for April 20, 2027, at 2:30 p.m. Class Counsel are ordered to file a Final Report and Declaration Re: Distribution of the Settlement Funds by the Administrator fifteen five (5) court days prior.

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25. Ten percent of the attorney's fee award must be kept in the Administrator's trust fund until the completion of the distribution process and the Court's approval of final accounting. Any unclaimed funds should not be distributed to the designated recipient until the Court approves the accounting.

IT IS SO ORDERED.

Date: _____

_____
Honorable Victoria Kolakowski
Judge of the Superior Court

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