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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**

**SUPPLEMENTAL DECLARATION OF  
MAGGIE REALIN IN SUPPORT OF  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT**

Hearing Information

Date: May 7, 2026

Time: 2:30 p.m.

Dept.: 16

Reservation: 408531732666 (Continued)

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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Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER

1 I, Maggie Realin, declare as follows:

2 1. I am a Partner at the law firm of Cohelan Khoury & Singer, co-counsel of record  
3 for Plaintiff Christian Sanchez (“Plaintiff”) in this Action. I submit this supplemental  
4 declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class and  
5 Representative Action Settlement (“Motion”). The following facts are based on my personal  
6 knowledge and if called to testify I could and would competently testify to them.

7 2. On April 13, 2026, the Court issued its Tentative Ruling regarding Plaintiffs’  
8 Motion, which was affirmed by the Minute Order issued on April 14, 2026. The Court  
9 continued the hearing to May 7, 2026, to allow the Parties to make necessary revisions to the  
10 Notice of Class Action Settlement (“Notice”).

11 3. The Notice was modified to be consistent with the Court’s requests in its  
12 Tentative Ruling and Minute Order by making the following edits:

13 a. **YOUR OPTIONS UNDER THE SETTLEMENT. Object:** The Notice  
14 has been revised to be consistent with the “How Do I Object to the Settlement” section, adding  
15 language making it clear that the class member may appear at the Final Approval Hearing in  
16 person, or through an attorney, to object to the settlement, whether or not the class member had  
17 submitted a prior written objection.

18 b. **Section 9. How Can I get More Information?:** The Notice has been  
19 revised to include (1) a URL to a website, maintained by the claims administrator, and (2) the  
20 URL for the court’s electronic filing and calendaring system (eCourt Public Portal) for persons  
21 who wish to review the Court’s docket in the case.

22 c. **Spanish Translation:** The Notice has been translated to Spanish to  
23 ensure all class members understand the contents of the notice.

24 4. Attached as Exhibit 1 is the revised Notice. A redlined copy of the revised  
25 Notice is attached as Exhibit 2 for the Court’s convenience. The Certified Spanish translated  
26 Notice is attached as Exhibit 3.

27 5. The Proposed Order Granting Preliminary Approval, filed concurrently with this  
28 supplemental briefing, has been revised to be consistent with issues addressed by the

1 supplemental briefing and the Court's Tentative Ruling and Minute Order. Attached as Exhibit  
2 4 is a redline copy of the Proposed Order.

3 6. On the same date this supplemental declaration and supporting documents are  
4 filed with the Court, they were served upon Defendant and provided to the LWDA. Attached as  
5 Exhibit 5 is a true and correct copy of the LWDA confirmation of Receipt.

6  
7 I declare under the penalty of perjury under the laws of United States and the State of  
8 California that the foregoing is true and correct and that this declaration is executed on April  
9 28, 2026, in San Diego, California.

10  
11 

12 Maggie K. Realin

# **EXHIBIT 1**

## NOTICE OF CLASS ACTION SETTLEMENT

***Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther, on behalf of themselves and others similarly situated v. Spoke Logistics, LLC, a Wyoming Limited Liability Company***  
Superior Court of the State of California, County of Alameda  
Case No. 23-CV-035138

***The Alameda County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**To: All current and former Drivers who worked for Spoke Logistics, LLC in California from September 18, 2021 through and including December 17, 2025 (the “Class”):**

You may be eligible to receive money from a class action lawsuit filed by Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther (“Plaintiffs” or “Class Representatives”) against Defendant Spoke Logistics, LLC (“Defendant”) for alleged violations of the California Labor Code and Business and Professions Code (the “Action”). Plaintiffs and Defendant shall be collectively referred to as the “Parties.” Defendant denies all claims in the Action.

On [DATE], the Honorable Victoria Kolakowski of the Alameda County Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendant’s records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.** All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to Legal Aid at Work (<https://newcomerswelcome.acgov.org/resource-directory/legal-aid-at-work/>), a non-profit providing free legal services to low-income and unemployed residents of California relating to employment.

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] and [DATE] in Department 16 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California, 94612. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court’s virtual appearance platform.

### **SUMMARY OF THE LITIGATION**

The Action seeks payment of (1) unpaid wages, unreimbursed expenses, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members; as well as (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all drivers who have been employed by Defendant between March 30, 2022, and December 17, 2025 (“PAGA Period”).

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, the Markham Law Firm, Cohelan Khoury & Singer, United Employees Law Group, and Sirmabekian Law Firm, PC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the

applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Thus, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

### **SUMMARY OF THE PROPOSED SETTLEMENT TERMS**

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for a Gross Settlement Amount of \$1,050,000.00. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Enhancement Awards to Plaintiffs as the Class Representatives in the amount not to exceed \$15,000.00 each to Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther; (3) up to \$350,000.00 in attorneys' fees and up to \$35,000.00 in litigation costs and expenses; (4) a \$52,500.00 PAGA payment, 75% (\$39,375.00) of which will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% (\$13,125.00) in Individual PAGA Payments to Aggrieved Employees based on their Workweeks, and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$8,000.00. After deducting the Class Representative Enhancement Awards, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$559,500.00 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

| <b><i>Calculations and Data Points for Estimated Individual Class and PAGA Payments</i></b> |                                                  |
|---------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>Weeks Worked during Class Period</b>                                                     | <b><i>Estimated Individual Class Payment</i></b> |
| <b>INSERT</b>                                                                               | <b>INSERT</b>                                    |
| <b>Weeks Worked during PAGA Period</b>                                                      | <b><i>Estimated Individual PAGA Payment</i></b>  |
| <b>INSERT</b>                                                                               | <b>INSERT</b>                                    |

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you didn't perform work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks during the periods shown in the chart above, you can submit a challenge by **[DATE]** ("**Response Deadline**").

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

## **YOUR OPTIONS UNDER THE SETTLEMENT**

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b> | If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in <b>Section 3</b> below.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>EXCLUDE YOURSELF</b>                            | If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt out” of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by [DATE] (see <b>Section 6</b> below for more details on how to opt out). If you opt out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. <b>You cannot opt out of the PAGA portion of the proposed Settlement.</b> Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See <b>Section 6</b> of this Notice. |
| <b>OBJECT</b>                                      | If you decide to object to the settlement with respect to the Class Claims, you must submit a Notice of Objection stating why you object to the settlement by [DATE] (see <b>Section 7</b> for more details on how to object). Please note you may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have your objection heard, whether or not you had submitted a prior written objection as specified in <b>Section 7</b> .                                                                                                                                                                                                                                                                                                                               |
| <b>DISPUTE THE NUMBER OF WEEKS WORKED</b>          | If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Class Action Administration Solutions (the “Settlement Administrator”), a third party responsible for sending this Notice. (see <b>Section 4</b> for more details on how to submit a Dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks you believe you should be credited.                                                                                                                                                                                                                                                                                      |

### **1. WHAT IS THIS ACTION ABOUT?**

Plaintiffs allege that Defendant violated California labor laws due to the alleged: failure to pay all wages due, including regular, minimum, and overtime wages, meal and rest period violations, wage statement violations, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, failure to provide sick pay, unlawful deductions, and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Both Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

## **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- Defendant Will Pay \$1,050,000.00 as the "Gross Settlement Amount." Defendant will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiffs' Enhancement Awards, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA.
- Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - Individual settlement payments to all Participating Class Members.
  - Enhancement Awards to Plaintiffs as the class representatives in the amount not to exceed \$15,000.00 each to Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther.
  - Up to \$350,000.00 to Class Counsel in attorneys' fees and up to \$35,000.00 in litigation costs and expenses.
  - Up to \$52,500.00 for PAGA Penalties, 75% (\$39,375.00) of which will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments (\$13,125.00) to Aggrieved Employees based on their workweeks.
  - Approximately \$8,000.00 to the Settlement Administrator for administering the settlement.
  - Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.
- Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back

taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be donated to Legal Aid at Work.
- Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.
- Settlement Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process any Class Members’ Requests for Exclusion. The Settlement Administrator will also decide any disputes over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
- Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means “Defendant, any of its current, former, and future parents, successors, predecessors, affiliates, subsidiaries or related entities, and any of their current, former, and future officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, shippers, consignees, healthcare professionals, healthcare providers, customers, clients, brokers, sub-brokers, parties Defendants has provided services for, pharmacists, medical equipment providers, third party administrators, insurance carriers, representatives, or attorneys) based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release during the Class Period (the “Released Class Claims”):

The members of the Settlement Class will release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from September 18, 2021 through December 17, 2025, including any and all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Actions during the Class Period, including but not limited to, all claims under California Labor Code sections 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 226.8, 233, 234, 246, 246.5, *et seq.*, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199(a) and (c), 2802, 2698, *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), and any remedies for any of the claims described herein, including damages, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys’ fees and costs.

- **Release of Released PAGA Claims.** After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the “Released PAGA Claims” defined as the following:

Any and all PAGA claims for civil penalties, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Actions during any time from March 30, 2022 through December 17, 2025, including but not limited to PAGA claims premised upon violation of California Labor Code sections 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 226.8, 233, 234, 246, 246.5, *et seq.*, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199(a) and (c), 2802, 2698, *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), and PAGA claims premised upon violations that are otherwise covered by the Released Class Claims. The Released PAGA Claims shall be released by Plaintiffs, the State of California (including the LWDA), and all Aggrieved Employees, without any option to submit any Request for Exclusion.

#### **4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- **Individual Class Payments.** The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members’ weeks worked.
- **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$13,125.00 by the total number of workweeks for all Aggrieved Employees, and b) multiplying the result by the number of weeks worked by each individual Aggrieved Employees during the PAGA Period.
- **Disputing Weeks Worked.** The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant’s records, are stated in the tables on page 2 of this Notice. You have until **INSERT DATE** (the “Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Settlement Administrator. Section 9 of this Notice has the Settlement Administrator’s contact information.

You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendant’s records are inaccurate on or before the Response Deadline.

#### **5. HOW WILL I GET PAID?**

- Individual Class and PAGA payments will be paid by check and shall be made payable to each Participating Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.
- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator’s contact information.**

## **6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?**

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.
- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion,” which must include your name, current address, current telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Released Class Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Sanchez, et al. v. Spoke Logistics, LLC*, Case No. 23-CV-035138. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by [REDACTED], 2026 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Settlement Administrator’s contact information.
- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.
- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include any and all evidence and supporting papers. The Notice of Objection must include your full name, signature, address, telephone number, as well as the case name and number (*Sanchez, et al. v. Spoke Logistics, LLC*, Case No. 23-CV-035138), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name, address, and telephone number of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2026.
- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. However, you have a right to appear at the Final Approval Hearing and voice your objection to the Settlement whether or not you complied with these procedures. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

## **8. WHEN IS THE FINAL APPROVAL HEARING?**

- On [REDACTED], 2026, at \_\_\_\_ a.m./p.m., the Court will hold a public hearing in Department 16 of the Superior Court for the State of California, County of Alameda, 1221 Oak Street, Alameda, CA 94612, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs,

whether to approve the payments to the LWDA, and whether to approve Plaintiffs' request for the enhancement awards. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It's possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

## 9. HOW CAN I GET MORE INFORMATION?

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. You can also find a copy of this Notice and other settlement-related documents here: [settlement administrator's website link] or you may access a docket in this case and case documents at [https://eportal.alameda.courts.ca.gov/] And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

| Administrator                                                                                        | Class Counsel                                                                                                                                                     | Defense Counsel                                                                                                                                               |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div>Name</div> <div>Mailing Address</div> <div>Telephone Number</div> <div>Settlement website</div> | David R. Markham<br>Lisa R. Brevard<br>The Markham Law Firm<br>888 Prospect Street, Suite 200<br>La Jolla, CA 92037<br>Telephone: (619) 399-3995                  | Paul Marron<br>Paul Arenas<br>Laura Theriault<br>Marron Lawyers, APC<br>5000 E. Spring Street, Suite 580<br>Long Beach, CA 90815<br>Telephone: (562) 432-7422 |
|                                                                                                      | Isam C. Khoury<br>Michael D. Singer<br>Maggie K. Realin<br>Cohelan Khoury & Singer<br>605 C Street, Suite 200<br>San Diego, CA 92101<br>Telephone: (619) 595-3001 |                                                                                                                                                               |
|                                                                                                      | Walter L. Haines<br>United Employees Law Group<br>8605 Santa Monica Blvd., #63354<br>West Hollywood, CA 90069<br>Telephone: (562) 256-1047                        |                                                                                                                                                               |
|                                                                                                      | Sarkis Sirmabekian<br>Sirmabekian Law Firm, PC<br>2600 W Olive Ave, Suite 549<br>Burbank, CA91505<br>Telephone: (818) 473-5003                                    |                                                                                                                                                               |

- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.
- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to

the Declaration of Isam Khoury in Support of Motion for Preliminary Approval of Class and Representative Action Settlement filed on DATE, 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612. The settlement documents may also be accessed at the Administrator's website at: .

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT**

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**11. WHAT IF I CHANGE MY ADDRESS?**

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

# **EXHIBIT 2**

## NOTICE OF CLASS ACTION SETTLEMENT

***Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther, on behalf of themselves and others similarly situated v. Spoke Logistics, LLC, a Wyoming Limited Liability Company***  
Superior Court of the State of California, County of Alameda  
Case No. 23-CV-035138

***The Alameda County Superior Court authorized this Notice. Please read it carefully. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**To: All current and former Drivers who worked for Spoke Logistics, LLC in California from September 18, 2021 through and including December 17, 2025 (the “Class”):**

You may be eligible to receive money from a class action lawsuit filed by Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther (“Plaintiffs” or “Class Representatives”) against Defendant Spoke Logistics, LLC (“Defendant”) for alleged violations of the California Labor Code and Business and Professions Code (the “Action”). Plaintiffs and Defendant shall be collectively referred to as the “Parties.” Defendant denies all claims in the Action.

On [DATE], the Honorable Victoria Kolakowski of the Alameda County Superior Court granted preliminary approval of settlement of this Action and ordered the Parties to notify all Class Members of the settlement. **You have received this Notice because Defendant’s records indicate that you are a Class Member, and therefore may be entitled to a payment from the settlement.** All checks will be negotiable for 180 days – checks that are not cashed within 180 days will be paid to Legal Aid at Work (<https://newcomerswelcome.acgov.org/resource-directory/legal-aid-at-work/>), a non-profit providing free legal services to low-income and unemployed residents of California relating to employment.

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member, and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [TIME] and [DATE] in Department 16 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California, 94612. You are not required to attend the hearing, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court’s virtual appearance platform.

### **SUMMARY OF THE LITIGATION**

The Action seeks payment of (1) unpaid wages, unreimbursed expenses, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members; as well as (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all drivers who have been employed by Defendant between March 30, 2022, and December 17, 2025 (“PAGA Period”).

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code; any payment for PAGA penalties in this Action will be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the Class, the Markham Law Firm, Cohelan Khoury & Singer, United Employees Law Group, and Sirmabekian Law Firm, PC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the

applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes that the risk and expense of continued litigation justify settlement. Thus, Class Counsel believes the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny, the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

### **SUMMARY OF THE PROPOSED SETTLEMENT TERMS**

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for a Gross Settlement Amount of \$1,050,000.00. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Enhancement Awards to Plaintiffs as the Class Representatives in the amount not to exceed \$15,000.00 each to Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther; (3) up to \$350,000.00 in attorneys' fees and up to \$35,000.00 in litigation costs and expenses; (4) a \$52,500.00 PAGA payment, 75% (\$39,375.00) of which will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% (\$13,125.00) in Individual PAGA Payments to Aggrieved Employees based on their Workweeks, and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$8,000.00. After deducting the Class Representative Enhancement Awards, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$559,500.00 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendant's records, and the Parties' current assumptions, your Individual Class and PAGA Payments are shown in the chart below, along with the applicable data points from which these estimates are derived.

| <b><i>Calculations and Data Points for Estimated Individual Class and PAGA Payments</i></b> |                                                  |
|---------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>Weeks Worked during Class Period</b>                                                     | <b><i>Estimated Individual Class Payment</i></b> |
| <b>INSERT</b>                                                                               | <b>INSERT</b>                                    |
| <b>Weeks Worked during PAGA Period</b>                                                      | <b><i>Estimated Individual PAGA Payment</i></b>  |
| <b>INSERT</b>                                                                               | <b>INSERT</b>                                    |

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you didn't perform work for Defendant in California during the PAGA Period.) If you believe that you worked more weeks during the periods shown in the chart above, you can submit a challenge by **[DATE]** ("**Response Deadline**").

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Class Counsel. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

## **YOUR OPTIONS UNDER THE SETTLEMENT**

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT</b> | If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in <b>Section 3</b> below.                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>EXCLUDE YOURSELF</b>                            | If you do not wish to participate in the proposed Settlement of the Class Claims, you may “opt out” of the Settlement of the Class Claims. If you choose to opt out, you must submit a Request for Exclusion by [DATE] (see <b>Section 6</b> below for more details on how to opt out). If you opt out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. <b>You cannot opt out of the PAGA portion of the proposed Settlement.</b> Defendant must pay Individual PAGA Payments to all Aggrieved Employees. See <b>Section 6</b> of this Notice. |
| <b>OBJECT</b>                                      | If you decide to object to the settlement with respect to the Class Claims, you must submit a Notice of Objection stating why you object to the settlement by [DATE] (see <b>Section 7</b> for more details on how to object). <b>Please note you may appear at the Final Approval Hearing either in person, or through attorney retained at your own expense, to have you objection heard, whether or not you had submitted a prior written objection as specified in Section 7.</b>                                                                                                                                                                                                                                                                                                                                 |
| <b>DISPUTE THE NUMBER OF WEEKS WORKED</b>          | If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to Phoenix Class Action Administration Solutions (the “Settlement Administrator”), a third party responsible for sending this Notice. (see <b>Section 4</b> for more details on how to submit a Dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing how many workweeks you believe you should be credited.                                                                                                                                                                                                                                                                                      |

### **1. WHAT IS THIS ACTION ABOUT?**

Plaintiffs allege that Defendant violated California labor laws due to the alleged: failure to pay all wages due, including regular, minimum, and overtime wages, meal and rest period violations, wage statement violations, failure to reimburse expenses, failure to timely pay wages during employment, failure to timely pay final wages at termination, failure to provide sick pay, unlawful deductions, and unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Both Parties are represented by attorneys in this Action. See Section 9 below for their contact information.

### **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by settlement rather than continuing the expensive and time-consuming litigation. The case settled. Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- Defendant Will Pay \$1,050,000.00 as the "Gross Settlement Amount." Defendant will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator. The Settlement Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Plaintiffs' Enhancement Awards, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the LWDA.
- Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - Individual settlement payments to all Participating Class Members.
  - Enhancement Awards to Plaintiffs as the class representatives in the amount not to exceed \$15,000.00 each to Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley McCarther.
  - Up to \$350,000.00 to Class Counsel in attorneys' fees and up to \$35,000.00 in litigation costs and expenses.
  - Up to \$52,500.00 for PAGA Penalties, 75% (\$39,375.00) of which will be provided to the California Labor & Workforce Development Agency ("LWDA") as required under California law, and 25% in Individual PAGA Payments (\$13,125.00) to Aggrieved Employees based on their workweeks.
  - Approximately \$8,000.00 to the Settlement Administrator for administering the settlement.
  - Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the remainder of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of total Weeks Worked during the Class Period.
- Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although the Parties have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be donated to Legal Aid at Work.
- Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt Out.
- Settlement Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Settlement Administrator”) to send this Notice, calculate and make payments, and process any Class Members’ Requests for Exclusion. The Settlement Administrator will also decide any disputes over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
- Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the “Released Parties” (which means “Defendant, any of its current, former, and future parents, successors, predecessors, affiliates, subsidiaries or related entities, and any of their current, former, and future officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, shippers, consignees, healthcare professionals, healthcare providers, customers, clients, brokers, sub-brokers, parties Defendants has provided services for, pharmacists, medical equipment providers, third party administrators, insurance carriers, representatives, or attorneys) based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release during the Class Period (the “Released Class Claims”):

The members of the Settlement Class will release the Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, arising from September 18, 2021 through December 17, 2025, including any and all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Actions during the Class Period, including but not limited to, all claims under California Labor Code sections 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 226.8, 233, 234, 246, 246.5, *et seq.*, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199(a) and (c), 2802, 2698, *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*), and any remedies for any of the claims described herein, including damages, penalties, restitution, declaratory relief, equitable or injunctive relief, interest, attorneys’ fees and costs.

- Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount, the Aggrieved Employees shall release the Released Parties from the “Released PAGA Claims” defined as the following:

Any and all PAGA claims for civil penalties, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaints in the Actions during any time from March 30, 2022 through December 17, 2025, including but not limited to PAGA claims premised upon violation of California Labor Code sections 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 226.8, 233, 234, 246, 246.5, *et seq.*, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199(a) and (c), 2802, 2698, *et seq.*, any applicable California Industrial Welfare Commission Wage Order, California Code of Regulations, tit. 8, § 11000 *et seq.* (including but not limited to § 11070), and PAGA claims premised upon violations that are otherwise covered by the Released Class Claims. The Released PAGA Claims shall be released by Plaintiffs, the State of California (including the LWDA), and all Aggrieved Employees, without any option to submit any Request for Exclusion.

#### **4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- **Individual Class Payments.** The Settlement Administrator will calculate Individual Class Payments by (a) dividing the portion of the Net Settlement Amount allocated to the Participating Class Members by the total number of workweeks for all Participating Class Members, and (b) multiplying the result by each Participating Class Members' weeks worked.
- **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$13,125.00 by the total number of workweeks for all Aggrieved Employees, and b) multiplying the result by the number of weeks worked by each individual Aggrieved Employees during the PAGA Period.
- **Disputing Weeks Worked.** The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendant's records, are stated in the tables on page 2 of this Notice. You have until **INSERT DATE** (the "Response Deadline") to dispute the number of Workweeks credited to you by submitting evidence to the Settlement Administrator. Section 9 of this Notice has the Settlement Administrator's contact information.

You will need to support your dispute by producing evidence to the Settlement Administrator showing that Defendant's records are inaccurate on or before the Response Deadline.

#### **5. HOW WILL I GET PAID?**

- Individual Class and PAGA payments will be paid by check and shall be made payable to each Participating Class Member and/or Aggrieved Employee by the Settlement Administrator via regular First-Class U.S. Mail.
- **Your check will be sent to the same address as this Notice. If you change your address, notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.**

#### **6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?**

- You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt out of the Settlement, not later than the Response Deadline.

- If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion,” which must include your name, current address, current telephone number, and a statement setting forth your request to opt out of or be excluded from the Class portion of the Settlement and the Released Class Claims. Be sure to include the required information, personally sign your request, and identify the Action as *Sanchez, et al. v. Spoke Logistics, LLC*, Case No. 23-CV-035138. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your Request for Exclusion to the Settlement Administrator by [REDACTED], 2026 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Settlement Administrator’s contact information.
- Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class Claims portion of this Settlement, or the Judgment.
- You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment and will be bound by the PAGA Settlement and Judgment.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

- Only Participating Class Members have the right to object to the Settlement. If you wish to object to the proposed Settlement, you or your own attorney must submit a written objection and include any and all evidence and supporting papers. The Notice of Objection must include your full name, signature, address, telephone number, as well as the case name and number (*Sanchez, et al. v. Spoke Logistics, LLC*, Case No. 23-CV-035138), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name, address, and telephone number of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before [REDACTED], 2026.
- If you do not comply with these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. However, you have a right to appear at the Final Approval Hearing and voice your objection to the Settlement whether or not you complied with these procedures. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

## **8. WHEN IS THE FINAL APPROVAL HEARING?**

- On [REDACTED], 2026, at \_\_\_\_ a.m./p.m., the Court will hold a public hearing in Department 16 of the Superior Court for the State of California, County of Alameda, 1221 Oak Street, Alameda, CA 94612, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the enhancement awards. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It’s possible the Court will reschedule the Final Approval Hearing. You should check with the Settlement Administrator beforehand

or contact Class Counsel to verify the date and time of the Final Approval Hearing if you wish to attend.

## 9. HOW CAN I GET MORE INFORMATION?

- If you have questions about this Notice, the process to Opt Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Settlement Administrator for more information or to request that a copy of this Notice be sent to you in the mail. You can also find a copy of this Notice and other settlement-related documents here: [settlement administrator's website link] or you may access a docket in this case and case documents at [https://eportal.alameda.courts.ca.gov/court-website-link] And you may also contact Class Counsel. Contact information for both the Settlement Administrator and Class Counsel is provided here:

| Administrator                                                     | Class Counsel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Defense Counsel                                                                                                                                               |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name<br>Mailing Address<br>Telephone Number<br>Settlement website | David R. Markham<br>Lisa R. Brevard<br>The Markham Law Firm<br>888 Prospect Street, Suite 200<br>La Jolla, CA 92037<br>Telephone: (619) 399-3995<br><br>Isam C. Khoury<br>Michael D. Singer<br>Maggie K. Realin<br>Cohelan Khoury & Singer<br>605 C Street, Suite 200<br>San Diego, CA 92101<br>Telephone: (619) 595-3001<br><br>Walter L. Haines<br>United Employees Law Group<br>8605 Santa Monica Blvd., #63354<br>West Hollywood, CA 90069<br>Telephone: (562) 256-1047<br><br>Sarkis Sirmabekian<br>Sirmabekian Law Firm, PC<br>2600 W Olive Ave, Suite 549<br>Burbank, CA91505<br>Telephone: (818) 473-5003 | Paul Marron<br>Paul Arenas<br>Laura Theriault<br>Marron Lawyers, APC<br>5000 E. Spring Street, Suite 580<br>Long Beach, CA 90815<br>Telephone: (562) 432-7422 |

- You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.
- This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Isam Khoury in Support of Motion for Preliminary Approval of Class and Representative Action Settlement filed on DATE, 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612. The settlement documents may also be accessed at the Administrator's website at: [redacted].

**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE  
SETTLEMENT**

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

- If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

**11. WHAT IF I CHANGE MY ADDRESS?**

- To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

# **EXHIBIT 3**



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

### Certification of Translation Accuracy

#### Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference **11. Class Notice\_ (Exh A - Agreement)\_CKS edits Apr 13 - Redline Accepted - Final, Christian Sanchez v. Spoke Logistics, LLC, a Wyoming Limited Liability Company., Case No. 23-CV-035138**

Order Date: April 27, 2026

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germany Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

## TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited **11. Class Notice\_ (Exh A - Agreement)\_CKS edits Apr 13 - Redline Accepted - Final, in the *Christian Sanchez v. Spoke Logistics, LLC, a Wyoming Limited Liability Company*, Case No. 23-CV-035138** and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on April 27, 2026

*Christina Harmon*

Christina Guerrero Harmon

04/27/2026

Date

Certification Credentials may be verified online at

<https://www.atanet.org/member-directory/christina-guerrero-harmon/>

# NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

*Christian Sánchez, Atu Akinlabi Watson y Tyron Wesley McCarther, en nombre propio y en el de otras personas en situación similar, contra Spoke Logistics, LLC, una sociedad de responsabilidad limitada de Wyoming*

Tribunal Superior del Estado de California, Condado de Alameda  
N.º de causa 23-CV-035138

*El Tribunal Superior del Condado de Alameda ha autorizado esta notificación. Leer atentamente. No se trata de correo basura, spam, publicidad ni de una oferta personalizada de servicios de asistencia letrada. No se le está demandando.*

**A: Todos los conductores actuales y antiguos que fueron empleados por Spoke Logistics, LLC en California entre el 18 de septiembre de 2021 al 17 de diciembre de 2025, ambos inclusive (la “Demanda Colectiva”):**

Es posible que tenga derecho a recibir una indemnización en el marco de una demanda colectiva interpuesta por Christian Sánchez, Atu Akinlabi Watson y Tyron Wesley McCarther (los “Demandantes” o “representantes de la Demanda Colectiva”) contra el Demandado Spoke Logistics, LLC (el “Demandado”) por presuntos incumplimientos del Código Laboral y del Código de Negocios y Profesiones de California (la “Demanda”). Los Demandantes y el Demandado se denominarán colectivamente las “Partes”. El Demandado niega todas las reclamaciones de la Demanda.

El [DATE], la Jueza Victoria Kolakowski del Tribunal Superior del Condado de Alameda concedió la aprobación preliminar del Acuerdo de esta Demanda y ordenó a las Partes que notificaran el Acuerdo a todos los Miembros de la Demanda Colectiva. **Ha recibido esta Notificación porque los expedientes del Demandado indican que usted es Miembro de la Demanda Colectiva y, por lo tanto, podría tener derecho a un pago derivado del Acuerdo.** Todos los cheques serán negociables durante 180 días; los cheques que no se cobren en un plazo de 180 días se abonarán a Legal Aid at Work (<https://newcomerswelcome.acgov.org/resource-directory/legal-aid-at-work/>), una organización sin ánimo de lucro que presta servicios jurídicos gratuitos en materia laboral a residentes de California con bajos ingresos y desempleados.

**A menos que decida excluirse del Acuerdo siguiendo los procedimientos que se describen a continuación, se le considerará Miembro Participante de la Demanda Colectiva y, si el Tribunal concede la aprobación definitiva del Acuerdo, se le enviará por correo un cheque por su parte del fondo del Acuerdo.** La audiencia sobre la idoneidad, razonabilidad y equidad del Acuerdo se celebrará a las [TIME] y [DATE] en el Juzgado 16 del Tribunal Superior del Condado de Alameda, situado en 1221 Oak Street, Oakland, California, 94612. No está obligado a asistir a la audiencia, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, corriendo con los gastos), ya sea en persona o mediante la plataforma de comparecencia virtual del Tribunal.

## RESUMEN DEL LITIGIO

La Demanda solicita el pago de (1) salarios impagados, gastos no reembolsados, daños y perjuicios y sanciones legales, intereses y honorarios de abogados en nombre de todos los Miembros de la Demanda Colectiva; así como (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA” por sus siglas inglés) en nombre de todos los empleados perjudicados, definidos como todos los conductores que hayan sido empleados por el Demandado entre el 30 de marzo de 2022 y el 17 de diciembre de 2025 (“Período PAGA”).

La Ley PAGA es una ley de California que permite a los empleados presentar reclamaciones por sanciones civiles en nombre de la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA” por sus siglas en



inglés) y de todos los empleados perjudicados por presuntas infracciones del Código Laboral; cualquier pago por sanciones PAGA en esta Demanda se destinará en un 75% a la LWDA y en un 25% a todos los empleados perjudicados en concepto de sanciones civiles (en lugar de salarios).

Los abogados de los Demandantes y los abogados designados por el Tribunal para representar a la Demanda Colectiva el bufete Markham Law Firm, Cohelan Khoury & Singer, United Employees Law Group y Sirmabekian Law Firm, PC (“Abogados de la Demanda Colectiva”), han investigado y estudiado los hechos y circunstancias subyacentes a las cuestiones planteadas en la causa, así como la legislación aplicable. Si bien los Abogados de la Demanda Colectiva consideran que las reclamaciones alegadas en esta Demanda tienen fundamento, también reconocen que el riesgo y los gastos que conlleva la continuación del litigio justifican el Acuerdo. Por lo tanto, los Abogados de la Demanda Colectiva consideran que el Acuerdo propuesto es justo, adecuado, razonable y redundante en el mejor interés de los Miembros de la Demanda Colectiva.

El Demandado ha negado, y sigue negando, los alegatos fácticos y jurídicos de la causa, y considera que dispone de defensas válidas frente a las reclamaciones de los Demandantes. Al aceptar llegar a un Acuerdo, el Demandado no admite responsabilidad alguna por ninguna de las alegaciones fácticas o reclamaciones de la causa, ni que la causa pueda o deba tramitarse como una Demanda Colectiva. El Demandado ha aceptado resolver la causa como parte de un Acuerdo con los Demandantes.

**RESUMEN DE LAS CONDICIONES DEL ACUERDO PROPUESTO**

Los Demandantes y el Demandado han acordado resolver las reclamaciones colectivas y en virtud de la Ley PAGA subyacentes a cambio de un importe bruto de liquidación de \$1,050,000.00. Este importe incluye: (1) pagos de liquidación individuales a todos los Miembros Participantes de la Demanda Colectiva; (2) indemnizaciones complementarias a los Demandantes en su calidad de representantes de la Demanda Colectiva, por un importe que no excederá los \$15,000.00 cada uno, a Christian Sánchez, Atu Akinlabi Watson y Tyron Wesley McCarther; (3) hasta \$350,000.00 en honorarios de abogados y hasta \$35,000.00 en costas y gastos procesales; (4) un pago de \$52,500.00 en concepto de PAGA, del cual el 75 % (\$39,375.00) se destinará a la Agencia de Trabajo y Desarrollo Laboral de California (“LWDA”), tal y como exige la legislación de California, y el 25 % (\$13,125.00) a Pagos PAGA Individuales a los Empleados Perjudicados en función de sus Semanas Laborales, y (5) los honorarios y gastos razonables del Administrador del Acuerdo, estimados actualmente en \$8,000.00. Tras deducir las indemnizaciones de mejora para los representantes de la Demanda Colectiva, los honorarios y costes de los abogados, el pago a la LWDA y los honorarios y gastos del Administrador del Acuerdo, se asignará un total de aproximadamente \$559,500.00 a los Miembros de la Demanda Colectiva que no se excluyan del Acuerdo (“Importe neto del Acuerdo”).

El Acuerdo propuesto consta de dos partes principales: (1) un Acuerdo Colectivo que exige al Demandado financiar los Pagos Individuales del Acuerdo a los Miembros de la Demanda Colectiva, y (2) un Acuerdo PAGA que exige al Demandado financiar los Pagos PAGA Individuales a los Empleados Perjudicados y pagar sanciones a la LWDA. Basándose en los expedientes del Demandado y en las hipótesis actuales de las partes, sus pagos individuales de la Demanda Colectiva y PAGA se muestran en el cuadro siguiente, junto con los datos pertinentes a partir de los cuales se han obtenido estas estimaciones.

| <i>Cálculos y datos para los pagos individuales de la Demanda Colectiva y los pagos PAGA individuales</i> |                                                         |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| <b>Semanas trabajadas durante el período de la Demanda Colectiva</b>                                      | <b>Pago Individual de la Demanda Colectiva Estimado</b> |
| <b>INSERT</b>                                                                                             | <b>INSERT</b>                                           |
| <b>Semanas trabajadas durante el período de la Ley</b>                                                    | <b>Pago PAGA Individual Estimado</b>                    |



| PAGA   |        |
|--------|--------|
| INSERT | INSERT |

Tenga en cuenta que la cantidad real que reciba puede diferir de la indicada anteriormente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago PAGA Individual, significa que, según los expedientes del Demandado, usted no realizó ningún trabajo para el Demandado en California durante el período de PAGA). Si considera que trabajó más semanas durante los períodos que se muestran en la tabla anterior, puede presentar una impugnación antes del [FECHA] (“Fecha Límite de Respuesta”).

En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte de este se le pagará a los Demandantes y a los Abogados de la Demanda Colectiva. El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar los pagos previstos en el Acuerdo y que exija a los Miembros de la Demanda Colectiva y a los Empleados Perjudicados que renuncien a su derecho a presentar determinadas reclamaciones contra el Demandado.

### **SUS OPCIONES EN VIRTUD DEL ACUERDO**

Si fue empleado por el Demandado en California durante el período de la Demanda colectiva y/o el período PAGA, dispone de varias opciones, tal y como se muestra en la tabla siguiente:

|                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NO HACER NADA Y RECIBIR UN PAGO DEL ACUERDO</b> | Si desea recibir el pago íntegro del Acuerdo, no es necesario que realice ninguna acción adicional. Recibirá automáticamente el pago del Acuerdo si este obtiene la aprobación definitiva del Tribunal. Quedará vinculado por los términos del Acuerdo de conciliación y renunciará a su derecho a interponer una Demanda por las Reclamaciones Exoneradas descritas en la <b>Sección 3</b> a continuación.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>EXCLUIRSE</b>                                   | Si no desea participar en el Acuerdo Colectivo propuesto para las Reclamaciones Colectivas, puede “excluirse” del Acuerdo Colectivo. Si decide excluirse, debe presentar una Solicitud de Exclusión antes del [DATE] (consulte la <b>Sección 6</b> a continuación para obtener más detalles sobre cómo excluirse). Si opta por excluirse, dejará de ser Miembro Participante de la Demanda Colectiva y: (1) <u>no</u> recibirá un pago individual de la Demanda Colectiva, pero conservará su derecho a interponer las Reclamaciones Exoneradas que se describen a continuación, con sujeción a los plazos de prescripción aplicables, y (2) no podrá presentar una objeción al Acuerdo. <b>No puede excluirse de la parte relativa a la Ley PAGA del Acuerdo propuesto.</b> El Demandado deberá abonar pagos PAGA individuales a todos los Empleados Perjudicados. Véase la <b>Sección 6</b> de esta Notificación. |
| <b>OBJETAR</b>                                     | Si decide oponerse al Acuerdo con respecto a las reclamaciones de la Demanda Colectiva, debe presentar una Notificación de oposición en la que exponga los motivos por los que se opone al Acuerdo antes del [DATE] (consulte la <b>Sección 7</b> para obtener más detalles sobre cómo oponerse). Tenga en cuenta que puede comparecer en la Audiencia de Aprobación Definitiva, ya sea en persona o a través de un abogado contratado por su cuenta, para que se escuche su oposición, independientemente de si ha presentado o no una oposición previa por escrito tal y como se especifica en la <b>Sección 7</b> .                                                                                                                                                                                                                                                                                              |
| <b>IMPUGNAR EL NÚMERO DE</b>                       | Si considera que el número de Semanas Laborales que se le han acreditado en la tabla anterior es incorrecto, puede presentar una reclamación por escrito a Phoenix Class Action Administration Solutions (el “Administrador del Acuerdo”), un tercero                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



**SEMANAS  
TRABAJADAS**

responsable del envío de esta Notificación. (Consulte la **Sección 4** para obtener más detalles sobre cómo presentar una reclamación). Se supondrá que los expedientes del Demandado son correctos, pero usted puede presentar pruebas al Administrador del Acuerdo que demuestren cuántas Semanas Laborales cree que se le deberían acreditar.

**1. ¿EN QUÉ CONSISTE ESTA DEMANDA?**

Los Demandantes alegan que el Demandado incumplió las leyes laborales de California debido a lo siguiente: impago de todos los salarios adeudados, incluidos los salarios ordinarios, el salario mínimo y las horas extras; incumplimientos en los períodos de comida y descanso; incumplimientos en las nóminas; impago de gastos; impago puntual de los salarios durante la relación laboral; impago puntual de los salarios finales al término de la relación laboral; impago de la prestación por enfermedad; deducciones ilegales y prácticas comerciales desleales. Basándose en las mismas alegaciones, los Demandantes también han presentado una reclamación de sanciones civiles en virtud de la Ley PAGA.

El Demandado niega rotundamente haber incumplido ley alguna o dejado de pagar ningún salario y sostiene que ha cumplido con todas las leyes aplicables.

Ambas partes están representadas por abogados en esta Demanda. Consulte la Sección 9 más abajo para obtener su información de contacto.

**2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA RESUELTO MEDIANTE UN ACUERDO?**

Las Partes contrataron a un mediador imparcial y con experiencia con el fin de resolver la Demanda mediante un Acuerdo, en lugar de continuar con un litigio costoso y que requiere mucho tiempo. La causa se ha resuelto mediante un Acuerdo. Los Demandantes y el Demandado han negociado una propuesta de Acuerdo que está sujeta a la aprobación definitiva del Tribunal. Ambas partes coinciden en que la propuesta de Acuerdo constituye un compromiso respecto a las reclamaciones en litigio. Al aceptar el Acuerdo, el Demandado no reconoce incumplimiento alguno ni reconoce el fundamento de ninguna de las reclamaciones.

**3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?**

- El Demandado pagará \$1,050,000.00 como “Importe Bruto del Acuerdo”. El Demandado depositará el Importe Bruto del Acuerdo en una cuenta controlada por el Administrador del Acuerdo. El Administrador del Acuerdo utilizará el Importe Bruto del Acuerdo para pagar los Pagos Individuales de la Demanda Colectiva, los Pagos PAGA Individuales, las Indemnizaciones Adicionales de los Demandantes, los honorarios y gastos de los Abogados de la Demanda Colectiva, los Costes del Administrador y las Sanciones PAGA que se pagarán a la LWDA.
- Deducciones aprobadas por el Tribunal del Importe Bruto del Acuerdo. En la Audiencia de Aprobación Definitiva, los Demandantes y/o los Abogados de la Demanda Colectiva le solicitarán al Tribunal que apruebe las siguientes deducciones del Importe Bruto del Acuerdo, cuyos importes serán fijados por el Tribunal en dicha Audiencia:
  - Pagos individuales del Acuerdo a todos los Miembros Participantes de la Demanda Colectiva.
  - Indemnizaciones complementarias a los Demandantes en su calidad de representantes de la Demanda Colectiva, por un importe que no excederá los \$15,000.00 cada uno, a Christian Sánchez, Atu Akinlabi Watson y Tyron Wesley McCarther.
  - Hasta \$350,000.00 para los Abogados de la Demanda Colectiva en concepto de honorarios y hasta



\$35,000.00 en concepto de costas y gastos procesales.

- Hasta \$52,500.00 en concepto de sanciones PAGA, de los cuales el 75 % (\$39,375.00) se entregará a la Agencia de Trabajo y Desarrollo Laboral de California (“LWDA”), tal y como exige la legislación de California, y el 25 % en pagos PAGA Individuales (\$13,125.00) a los empleados perjudicados en función de sus Semanas Laborales.
- Aproximadamente \$8,000.00 para el Administrador del Acuerdo por la gestión del mismo.
- Los Miembros Participantes de la Demanda Colectiva tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.
- Importe Neto del Acuerdo distribuido entre los Miembros de la Demanda Colectiva. Tras realizar las deducciones anteriores en las cantidades aprobadas por el Tribunal, el Administrador del Acuerdo distribuirá el resto del Importe Bruto del Acuerdo (el “Importe Neto del Acuerdo”) mediante pagos individuales de la Demanda Colectiva entre los Miembros Participantes de la Demanda Colectiva en función de su parte proporcional del total de semanas trabajadas durante el período de la Demanda Colectiva.
- Impuestos adeudados sobre los pagos a los Miembros de la Demanda Colectiva. Los Demandantes y el Demandado están solicitándole al Tribunal que apruebe una asignación del veinte por ciento (20%) de cada Pago Individual de la Demanda Colectiva a salarios sujetos a impuestos (“Parte Salarial”) y del ochenta por ciento (80 %) a sanciones e intereses (“Parte No Salarial”). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS (por sus siglas en inglés). El Demandado pagará por separado los impuestos sobre nóminas que adeude por la Parte Salarial. Los pagos PAGA Individuales se contabilizan como sanciones y no como salarios a efectos fiscales. El Administrador declarará los pagos PAGA Individuales y las Partes No Salariales de los pagos Individuales de la Demanda Colectiva en los formularios 1099 del IRS. Aunque las Partes han acordado estas asignaciones, ninguna de ellas le ofrece asesoramiento alguno sobre si sus Pagos están sujetos a impuestos o sobre cuánto podría deber en concepto de impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre los impuestos atrasados ) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultarle a un asesor fiscal si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto.
- Necesidad de cobrar puntualmente los cheques de pago. En el anverso de cada cheque emitido para los pagos individuales de la Demanda Colectiva y los pagos PAGA Individuales figurará la fecha de vencimiento del cheque (la “fecha de caducidad”). Si no lo cobra antes de la fecha de caducidad, su cheque se cancelará automáticamente y el importe se donará a Legal Aid at Work.
- Solicitudes de Exclusión del Acuerdo Colectivo (exclusiones voluntarias). Se le considerará Miembro Participante de la Demanda Colectiva, participando plenamente en el Acuerdo, a menos que opte por excluirse del Acuerdo, a más tardar en la Fecha límite de Respuesta. Consulte la Sección 6 de esta Notificación para obtener detalles sobre cómo excluirse.
- Administrador del Acuerdo. El Tribunal ha designado a una empresa imparcial, Phoenix Class Action Administration Solutions (el “Administrador del Acuerdo”), para enviar esta Notificación, calcular y efectuar los pagos, y tramitar las solicitudes de exclusión de los Miembros de la Demanda Colectiva. El Administrador del Acuerdo también resolverá cualquier controversia sobre las Semanas Laborales, enviará por correo y reenviará los cheques del Acuerdo y los formularios fiscales, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador del Acuerdo figura en la Sección 9 de esta Notificación.



- Renuncia de los Miembros Participantes de la Demanda Colectiva. Una vez que la sentencia sea firme y el Demandado haya aportado íntegramente el importe bruto del Acuerdo, los Miembros Participantes de la Demanda Colectiva tendrán legalmente prohibido hacer valer cualquiera de las reclamaciones exoneradas en virtud del Acuerdo. Esto significa que, a menos que haya optado por excluirse válidamente del Acuerdo Colectivo, no podrá Demandar, continuar con una Demanda ni formar parte de ninguna otra Demanda contra el Demandado o las “Partes Exoneradas” (lo que significa “el Demandado, cualquiera de sus matrices, sucesores, predecesores, filiales, subsidiarias o entidades relacionadas, actuales, anteriores y futuras, y cualquiera de sus directivos, consejeros, socios, accionistas, gerentes, representantes de recursos humanos, empleados, agentes, contratistas, transportistas, destinatarios, profesionales sanitarios, proveedores de atención médica, clientes, corredores, subcorredores, partes a las que el Demandado ha prestado servicios, farmacéuticos, proveedores de equipos médicos, administradores externos, compañías de seguros, representantes o abogados) basándose en los hechos alegados en la Demanda durante el Período de la Demanda Colectiva y el Período PAGA, que se resuelven mediante este Acuerdo.

Los Miembros Participantes de la Demanda Colectiva quedarán vinculados por la siguiente exención de responsabilidad durante el Período de la Demanda Colectiva (las “Reclamaciones Exoneradas”):

Los Miembros de del Acuerdo Colectivo eximirán a las Partes Exoneradas de toda reclamación, derecho, Demanda, responsabilidad y causa de acción de cualquier naturaleza y tipo, que surja entre el 18 de septiembre de 2021 y el 17 de diciembre de 2025, incluyendo todas y cada una de las reclamaciones, derechos, exigencias, responsabilidades y causas de acción, ya sean conocidos o desconocidos, que se hayan hecho valer o que pudieran haberse hecho valer sobre la base de los hechos alegados en las Demandas presentadas en las Acciones durante el Período de la Demanda Colectiva, incluyendo, entre otros, todas las reclamaciones en virtud de los artículos 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 226.8, 233, 234, 246, 246.5 y siguientes, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199(a) y (c), 2802, 2698 y siguientes del Código Laboral, cualquier Orden Salarial aplicable de la Comisión de Bienestar Industrial de California, Código de Regulaciones de California, Título 8, § 11000 y siguientes (incluida, entre otras, la § 11070), la Ley de Competencia Desleal de California (Código de Negocios y Profesiones, §§ 17200 y siguientes), y cualquier medida correctiva para cualquiera de las reclamaciones aquí descritas, incluyendo daños y perjuicios, sanciones, restitución, medidas declarativas, medidas equitativas o cautelares, intereses, honorarios de abogados y costas.

- Renuncia a las Reclamaciones PAGA Exoneradas. Una vez que la sentencia del Tribunal sea firme y el Demandado haya abonado el Importe Bruto del Acuerdo, los Empleados Perjudicados eximirán a las Partes Exoneradas de las “Reclamaciones PAGA Exoneradas”, definidas como sigue:

Todas y cada una de las reclamaciones PAGA por sanciones civiles, ya sean conocidas o desconocidas, que se hayan hecho valer o que pudieran haberse hecho valer sobre la base de los hechos alegados en las Demandas operativas de las Acciones en cualquier momento comprendido entre el 30 de marzo de 2022 y el 17 de diciembre de 2025, incluidas, entre otras, las reclamaciones PAGA basadas en el incumplimiento de los artículos 201-203, 204, 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 226.8, 233, 234, 246, 246.5 y siguientes, 432.5, 450, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 1199(a) y (c), 2802, 2698 y siguientes del Código Laboral de California, cualquier Orden Salarial aplicable de la Comisión de Bienestar Industrial de California, Código de Regulaciones de California, Título 8, § 11000 y siguientes (incluida, entre otras, la § 11070), y las



reclamaciones PAGA basadas en infracciones que, de otro modo, estarían cubiertas por las Reclamaciones Exoneradas. Las Reclamaciones PAGA exoneradas serán eximidas por los Demandantes, el Estado de California (incluida la LWDA) y todos los Empleados Perjudicados, sin posibilidad alguna de presentar ninguna Solicitud de Exclusión.

#### **4. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?**

- **Pagos Individuales de la Demanda Colectiva.** El Administrador del Acuerdo calculará los Pagos Individuales de la Demanda Colectiva (a) dividiendo la parte del Importe Neto del Acuerdo asignada a los Miembros Participantes de la Demanda Colectiva entre el número total de semanas laborales de todos los Miembros Participantes de la Demanda Colectiva, y (b) multiplicando el resultado por las semanas laboradas por cada Miembro Participante de la Demanda Colectiva.
- **Pagos PAGA Individuales.** El Administrador del Acuerdo calculará los pagos PAGA Individuales (a) dividiendo \$13,125.00 entre el número total de Semanas Laborales de todos los Empleados Perjudicados, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Empleado Perjudicado durante el período de la Ley PAGA.
- **Impugnación de las Semanas Laborales.** El número de semanas que trabajó durante los períodos de la Demanda colectiva y de la Ley PAGA, tal y como figura en los expedientes del Demandado, se indica en las tablas de la página 2 de esta Notificación. Tiene hasta **INSERT DATE** (la “Fecha Límite de Respuesta”) para impugnar el número de Semanas Laborales que se le han acreditado, presentando pruebas al Administrador del Acuerdo. La Sección 9 de esta Notificación contiene la información de contacto del Administrador del Acuerdo.

Deberá respaldar su impugnación presentando pruebas al Administrador del Acuerdo que demuestren que los expedientes del Demandado son inexactos, en la fecha límite de respuesta o antes de esta.

#### **5. ¿CÓMO SE ME PAGARÁ?**

- Los Pagos Individuales de la Demanda Colectiva y de la Ley PAGA se abonarán mediante cheque y serán pagaderos a cada Miembro Participante de la Demanda Colectiva y/o empleado perjudicado por parte del Administrador del Acuerdo a través del servicio postal ordinario de primera clase de EE. UU.
- **Su cheque se enviará a la misma dirección a la que se ha enviado esta Notificación. Si cambia de dirección, notifíquelo al Administrador del Acuerdo lo antes posible. La Sección 9 de esta Notificación contiene la información de contacto del Administrador del Acuerdo.**

#### **6. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO COLECTIVO?**

- Se le considerará Miembro Participante de la Demanda Colectiva, participando plenamente en el Acuerdo, a menos que renuncie al Acuerdo, a más tardar en la fecha límite de respuesta.
- Si **no** desea participar en la exención de las reclamaciones colectivas prevista en el Acuerdo Colectivo, puede excluirse enviando al Administrador del Acuerdo una “Solicitud de Exclusión” por escrito, en la que deberá incluir su nombre, dirección actual, número de teléfono actual y una declaración en la que exponga su solicitud de excluirse de la parte colectiva del Acuerdo Colectivo y de las Reclamaciones Exoneradas. Asegúrese de incluir la información requerida, de firmar personalmente su solicitud y de



identificar la Demanda como *Sánchez, et al. contra Spoke Logistics, LLC*, Causa n.º 23-CV-035138. Debe presentar la solicitud usted mismo. Si otra persona presenta la solicitud en su nombre, no será válida. **Envíe su Solicitud de exclusión al Administrador del Acuerdo antes del [REDACTED] de 2026 (la “Fecha Límite de Respuesta”), o de lo contrario no será válida.** La Sección 9 de la Notificación contiene la información de contacto del Administrador del Acuerdo.

- Cualquier persona que presente una Solicitud de exclusión de las reclamaciones colectivas dentro del plazo establecido (1) no tendrá ningún derecho en virtud de este Acuerdo, incluido el derecho a objetar, apelar o formular comentarios sobre el Acuerdo; (2) no tendrá derecho a recibir un Pago Individual de la Demanda Colectiva; (3) conservará el derecho a proseguir con las Reclamaciones Exoneradas, y (4) no quedará vinculada por la parte de las reclamaciones colectivas de este Acuerdo, ni por la sentencia.
- No puede excluirse de la parte del Acuerdo relativa a la Ley PAGA. Los Miembros de la Demanda Colectiva que se excluyan de las Reclamaciones de la Demanda Colectiva seguirán teniendo derecho a recibir un Pago PAGA Individual y quedarán vinculados por el Acuerdo y la Sentencia de la Ley PAGA.

### **7. ¿CÓMO PUEDO OPONERME AL ACUERDO?**

- Solo los Miembros Participantes de la Demanda Colectiva tienen derecho a oponerse al Acuerdo. Si desea oponerse al Acuerdo propuesto, usted o su propio abogado deben presentar una objeción por escrito e incluir todas y cada una de las pruebas y documentos justificativos. La Notificación de objeción debe incluir su nombre completo, firma, dirección, número de teléfono, así como el nombre y el número de la causa (*Sánchez, et al. contra Spoke Logistics, LLC*, Causa n.º 23-CV-035138), el fundamento de la objeción, incluyendo cualquier apoyo legal y cada motivo específico en apoyo de la objeción, así como cualquier documentación o prueba que la respalde. Además, si está representado por un abogado, la objeción debe incluir el nombre, la dirección y el número de teléfono de su abogado. Esta objeción y toda la información de respaldo deben enviarse al Administrador a la dirección indicada en la Sección 9, con matasellos de fecha igual o anterior al [REDACTED] de 2026.
- Si no cumple con estos procedimientos, es posible que el Tribunal no tenga en cuenta su objeción en la Audiencia de Aprobación Definitiva, y usted podría perder el derecho a impugnar la aprobación del Acuerdo. No obstante, tiene derecho a comparecer en la Audiencia de Aprobación Definitiva y expresar su objeción al Acuerdo, independientemente de si ha cumplido o no con estos procedimientos. Usted seguirá teniendo derecho a recibir un pago del Acuerdo en caso de que este adquiera carácter definitivo, incluso si se opone al mismo. La presentación de una objeción no preserva el derecho a apelar una sentencia definitiva. Por el contrario, el derecho a apelar se preserva al convertirse en parte en el expediente mediante una intervención oportuna y adecuada o la presentación de una moción para anular la sentencia antes de que esta se dicte.

### **8. ¿CUÁNDO SE CELEBRARÁ LA AUDIENCIA DE APROBACIÓN DEFINITIVA?**

- El [REDACTED] de 2026, a las \_\_\_\_ de la mañana/de la tarde, el Tribunal celebrará una audiencia pública en la Sala 16 del Tribunal Superior del Estado de California, Condado de Alameda, 1221 Oak Street, Alameda, CA 94612, con el fin de determinar si el Acuerdo propuesto es justo, adecuado y razonable y debe ser aprobado, si se aprueban las solicitudes de los Abogados de la Demanda Colectiva en concepto de honorarios y costas, si aprobar los pagos a la LWDA y si se aprueba la solicitud de los Demandantes de indemnizaciones por agravantes. Los Miembros de la Demanda Colectiva que apoyen el Acuerdo propuesto no necesitan comparecer en la audiencia ni tomar ninguna otra medida para indicar su aprobación. Los Miembros de la Demanda Colectiva que se opongan al Acuerdo propuesto no están obligados a asistir a la Audiencia de Aprobación Definitiva. Es posible que el Tribunal cambie la fecha de la Audiencia de Aprobación Definitiva. Si desea asistir, debe consultar previamente con el Administrador



del Acuerdo o ponerse en contacto con los Abogados de la Demanda Colectiva para verificar la fecha y la hora de la Audiencia de Aprobación Definitiva.

## 9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

- Si tiene preguntas sobre esta Notificación, el proceso para excluirse o presentar una objeción, o sobre el Acuerdo, o si no recibió esta Notificación por correo y considera que es o podría ser Miembro de la Demanda Colectiva, puede ponerse en contacto con el Administrador del Acuerdo para obtener más información o para solicitar que se le envíe una copia de esta Notificación por correo. También puede encontrar una copia de esta Notificación y otros documentos relacionados con el Acuerdo aquí: [settlement administrator's website link] o puede acceder al expediente de esta causa y a los documentos del mismo en [https://eportal.alameda.courts.ca.gov/]. Asimismo, puede ponerse en contacto con los Abogados de la Demanda Colectiva. La información de contacto tanto del Administrador del Acuerdo como de los Abogados de la Demanda colectiva se proporciona aquí:

| Administrador                                                                        | Abogados de la Demanda Colectiva                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Abogados Defensores                                                                                                                                                   |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Name</p> <p>Mailing Address</p> <p>Telephone Number</p> <p>Settlement website</p> | <p>David R. Markham<br/>Lisa R. Brevard<br/>The Markham Law Firm<br/>888 Prospect Street, Suite 200<br/>La Jolla, CA 92037<br/>Tel.: (619) 399-3995</p> <p>Isam C. Khoury<br/>Michael D. Singer<br/>Maggie K. Realin<br/>Cohelan Khoury &amp; Singer<br/>605 C Street, Suite 200<br/>San Diego, CA 92101<br/>Tel.: (619) 595-3001</p> <p>Walter L. Haines<br/>United Employees Law Group<br/>8605 Santa Monica Blvd., #63354<br/>West Hollywood, CA 90069<br/>Tel.: (562) 256-1047</p> <p>Sarkis Sirmabekian<br/>Sirmabekian Law Firm, PC<br/>2600 W Olive Ave, Suite 549<br/>Burbank, CA91505<br/>Tel.: (818) 473-5003</p> | <p>Paul Marron<br/>Paul Arenas<br/>Laura Theriault<br/>Marron Lawyers, APC<br/>5000 E. Spring Street, Suite 580<br/>Long Beach, CA 90815<br/>Tel.: (562) 432-7422</p> |

- Si lo desea, también le puede solicitar asesoramiento y orientación a su propio abogado particular, corriendo con los gastos correspondientes.
- Esta Notificación es solo un resumen. Para obtener información más detallada, puede consultar el Acuerdo de Conciliación, que contiene los términos completos del Acuerdo colectivo propuesto, el cual se



encuentra archivado en el tribunal y adjunto a la **Declaración de Isam Khoury** en apoyo de la Moción de aprobación preliminar del Acuerdo colectivo presentado el **DATE** de **2026**, y que puede consultarse en cualquier momento durante el horario laboral habitual en la Oficina del Secretario, Tribunal Superior del Condado de Alameda, situado en 1225 Fallon Street, Oakland, CA 94612. También se puede acceder a los documentos del Acuerdo en el sitio web del Administrador en: .

**NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO**

**10. ¿QUÉ SUCEDE SI PIERDO EL CHEQUE QUE RECIBÍ COMO RESULTADO DEL ACUERDO?**

- Si pierde o extravía su cheque de liquidación antes de cobrarlo, el Administrador del Acuerdo se lo reemplazará siempre y cuando solicite un duplicado antes de la fecha de caducidad que figura en el anverso del cheque original.

**11. ¿QUÉ SUCEDE SI CAMBIO DE DIRECCIÓN?**

- Para recibir su cheque deberá notificarle inmediatamente al Administrador del Acuerdo si se muda o cambia su dirección postal.



# **EXHIBIT 4**

**THE MARKHAM LAW FIRM**

David R. Markham (SBN 71814)

[dmarkham@markham-law.com](mailto:dmarkham@markham-law.com)

Lisa R. Brevard (SBN 323391)

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888 Prospect Street, Suite 200

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**COHELAN KHOURY & SINGER**

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[ikhoury@ckslaw.com](mailto:ikhoury@ckslaw.com)

Michael D. Singer (SBN 115301)

[msinger@ckslaw.com](mailto:msinger@ckslaw.com)

Maggie K. Realin (SBN 263639)

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605 C Street, Suite 200

San Diego, CA 92101

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

*[Additional Counsel Listed on Next Page]*

Attorneys for Plaintiff CHRISTIAN SANCHEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ALAMEDA**

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

Plaintiffs,

v.

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

Defendant.

Case No. 23-CV-035138

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Victoria Kolakowski  
Department 16

**CLASS AND REPRESENTATIVE ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS AND REPRESENTATIVE  
ACTION SETTLEMENT**

Date: ~~April 14~~ May 7, 2026

Time: 2:30 p.m.

Dept.: 16

Reservation: 408531732666 (Continued)

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

7 **UNITED EMPLOYEES LAW GROUP**

8 Walter L. Haines (SBN 71075)

9 [whaines@uelglaw.com](mailto:whaines@uelglaw.com)

8605 Santa Monica Blvd., #63354

West Hollywood, CA 90069

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

Attorneys for Plaintiff CHRISTIAN SANCHEZ

12 **SIRMABEKIAN LAW FIRM, PC**

13 Sarkis Sirmabekian (SBN 278588)

14 [contact@slawla.com](mailto:contact@slawla.com)

2600 W. Olive Avenue, Suite 549

Burbank, CA 91505

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

Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER

1 Plaintiffs' Motion for Order Granting Preliminary Approval of Class Action and  
2 Representative Action Settlement ("Motion") came on for hearing on ~~April 14~~May 7, 2026 in  
3 Department 16 of the above-captioned Court. The Court, having fully reviewed the Motion,  
4 supporting Memorandum of Points and Authorities, Declarations of Isam C. Khoury and  
5 Maggie K. Realin of Cohelan Khoury & Singer, David R. Markham of The Markham Law  
6 Firm, Walter L. Haines of United Employees Law Group, P.C., and Sarkis Sirmabekian of  
7 Sirmabekian Law Firm, PC, the Class and Representative Action Settlement Agreement and  
8 Release ("Agreement"), proposed Notice of Class Action Settlement ("Class Notice"), First  
9 Amended Class Action and Representative Action Complaint, having carefully analyzed the  
10 Agreement and Class Notice, and in recognition of the Court's duty to make a preliminary  
11 determination as to the reasonableness of any proposed class action settlement, and if  
12 preliminarily determined to be reasonable, to ensure proper notice is provided to all Class  
13 Members in accordance with due process requirements, and to set a Final Approval Hearing to  
14 consider the good faith, fairness, adequacy and reasonableness of any proposed Settlement,  
15 THE COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

16 1. The Court conditionally finds, for the purpose of approving this settlement only,  
17 the proposed Class meets the requirements of California Code of Civil Procedure section 382:  
18 (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is  
19 impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-  
20 defined community of interest in the subject matter of the class action among Class Members;  
21 (c) the claims of the Class Representatives are typical of the claims of proposed Class  
22 Members; (d) the Class Representatives have and will adequately protect the interests of the  
23 Class Members; (e) a class action is superior to other available methods for efficient  
24 adjudication of this controversy in the settlement context; and (f) counsel of record for the  
25 Class Representatives are qualified to serve as counsel for the Class.

26 2. The Court finds on a preliminary basis that the Agreement, incorporated by this  
27 reference in full, and made a part of this Order of preliminary approval, appears to be within  
28 the range of reasonableness of a settlement which could ultimately be given final approval by

1 this Court.

2           3.       It appears to the Court on a preliminary basis that: (a) the settlement amount is  
3 fair and reasonable to Class Members when balanced against the probable outcome of further  
4 litigation relating to class certification, liability and damages issues, and potential appeals; (b)  
5 significant investigation, research, and discovery have been conducted and counsel for the  
6 Parties are able to reasonably evaluate their respective positions; (c) settlement will avoid  
7 substantial costs, delay and risks presented by further prosecution of the Action; and (d) the  
8 proposed Settlement is the result of intensive, serious and non-collusive negotiations between  
9 the Parties and facilitated by an experienced mediator.

10           4.       Accordingly, good cause appearing, the Motion for Order Granting Preliminary  
11 Approval of Class Action Settlement is GRANTED, and as a part of preliminary approval, the  
12 Court accepts and incorporates the Agreement in this Order and orders the Class be  
13 conditionally certified for settlement purposes only pursuant to the terms and conditions of the  
14 Agreement.

15           5.       The Class is defined for purposes of the settlement of this Action, as: “All  
16 current and former Drivers of Defendant in California from September 18, 2021 through  
17 December 17, 2025.”

18           6.       For settlement purposes, Aggrieved Employees are defined as: “All Drivers of  
19 Defendant in California from March 30, 2022 through December 17, 2025.”

20           7.       The Court finds the proposed Class Notice, attached as Exhibit 1A to  
21 ~~Agreement~~the Supplemental Declaration of Maggie Realin in Support of Preliminary  
22 Approval, fairly and adequately advises Class Members of (a) the pendency of the Class  
23 Action; (b) the conditional certification of the Class for settlement purposes only; (c)  
24 preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval  
25 Hearing; (e) the terms of the proposed Settlement and benefits available to Class Members; (f)  
26 their right to receive a proportionate share of the Net Settlement Amount without the need to  
27 return a claim form; (g) their right to request exclusion from the settlement and the procedures  
28 and deadline for doing so; (h) their right to object to, or file documents in opposition to the

1 Settlement, and the procedure for doing so; and (i) their right to appear at the Final Approval  
2 hearing. The Court further finds that the Class Notice clearly comports with all constitutional  
3 requirements, including those of due process. Accordingly, good cause appearing, the Court  
4 APPROVES the Class Notice.

5 8. The Court further finds mailing of the Class Notice to the last known address of  
6 Class Members as described in the Agreement, with the measures taken for verification of  
7 addresses and skip tracing set forth, is an effective method of notifying Class Members of their  
8 rights with respect to the class action and Settlement. Accordingly, it is ORDERED:

9 A. Phoenix Class Action Administration Solutions (“Phoenix”) be  
10 appointed the Settlement Administrator to administer the Settlement as more specifically set  
11 forth in the Agreement.

12 B. The law firms Cohelan Khoury & Singer, The Markham Law Firm,  
13 United Employees Law Group, P.C., and Sirmabekian Law Firm, PC be conditionally  
14 appointed as Class Counsel.

15 C. Plaintiffs Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley  
16 McCarther be conditionally appointed Class Representatives.

17 D. Within fourteen (14) calendar days after entry of a Preliminary Approval  
18 Order, Defendant shall transmit to the Settlement Administrator in a readable, ready to use  
19 electronic excel format spreadsheet: 1) the Class List showing for each member of the Class  
20 the following information: (i) full name; (ii) last known address; (iii) telephone number(s), (iv)  
21 Social Security number; and (iv) the number of weeks worked for Defendant as a Class  
22 Member; and 2) the PAGA List showing for each Aggrieved Employee the following  
23 information: (i) full name; (ii) last known address; (iii) telephone number(s), (iv) Social  
24 Security number; and (iv) the number of Pay Periods for Defendant as a Class Member.

25 E. Within fourteen (14) calendar days after receipt of the Class List and  
26 PAGA List, the Settlement Administrator shall mail to each Class Member and/or Aggrieved  
27 Employee a Class Notice by first class, regular U.S. mail, using the most current mailing  
28 address information available, with measures taken for updating an address as provided by the

1 terms of the Agreement.

2 F. On or before the Response Deadline [sixty (60) calendar days from the  
3 initial mailing of the Class Notices by the Settlement Administrator unless the 60th day falls on  
4 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next  
5 day ("Response Period")], Class Members who wish to exclude themselves from the Class  
6 must submit to the Settlement Administrator, by mail and postmarked by the Response  
7 Deadline, a written request for exclusion by the Response Deadline as set forth in the Class  
8 Notice. Class Members who are sent a re-mailed Class Notice shall have their Response Period  
9 extended by fourteen (14) calendar days from the date the Settlement Administrator re-mails  
10 the Class Notice.

11 G. On or before the Response Deadline, Class Members who dispute the  
12 number of Workweeks must submit to the Settlement Administrator, by mail and postmarked  
13 by the Response Deadline, evidence with documentation to establish the number of workweeks  
14 working during the Class Period, as set forth in the Class Notice.

15 H. On or before the Response Deadline, Class Members who wish to object  
16 to the Settlement, should submit to the Settlement Administrator, by mail and postmarked by  
17 the Response Deadline, a Notice of Objection which must include, (1) the name and case  
18 number of the Action, (2) the full name, current address, and telephone number of the  
19 Settlement Class Member making the Objection, (3) a written statement of all grounds for the  
20 objection accompanied by any legal support for such objection; (4) copies of any papers,  
21 briefs, or other documents upon which the objection is based; and (5) a statement whether the  
22 objector intends to appear at the Final Approval Hearing. Class Members who are sent a re-  
23 mailed Class Notice shall have their Response Deadline extended by fourteen (14) calendar  
24 days from the date the Settlement Administrator re-mails the Class Notice. **Class Members**  
25 **may appear at the Final Approval Hearing either in person, or through attorney retained at their**  
26 **own expense, to have their objection heard, whether or not they had submitted a prior written**  
27 **Objection.**

28 9. The Court preliminarily finds and determines that the following disbursement

1 amounts are fair and reasonable and in accordance with the Settlement.

2           A.     The Court preliminarily finds and determines that the fees and expenses  
3 in administrating the Settlement incurred by Phoenix in the amount not to exceed \$8,000 are  
4 fair and reasonable.

5           B.     The Court preliminarily finds and determines the Class Representative  
6 Enhancement Awards not to exceed \$15,000 each to Plaintiffs Christian Sanchez, Atu Akinlabi  
7 Watson, and Tyron Wesley McCarther are fair and reasonable.

8           C.     The Court preliminarily finds and determines the PAGA Payment in the  
9 amount of \$39,375 to be paid to the California Labor and Workforce Development Agency  
10 (“LWDA”) representing the 75% share of the \$52,500 for civil penalties is fair, adequate and  
11 reasonable.

12           D.     The Court preliminarily finds and determines Class Counsel request for  
13 attorneys’ fees not to exceed \$350,000 and litigation costs (estimated at \$35,000) is fair and  
14 reasonable.

15           10.    IT IS FURTHER ORDERED the Final Approval Hearing shall be held before  
16 the undersigned at 2:30 p.m. on ~~September 22, 2026~~ **October 22, 2026 (reservation A-35138-**  
17 **001)**, in Department 16 of the County Administration Building of Alameda County Superior  
18 Court located at 1221 Oak Street, Oakland, California 94612, to consider the fairness,  
19 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order  
20 of Preliminary Approval, and to consider applications for Enhancement Awards to the  
21 Plaintiffs/Class Representatives, Settlement Administration expenses, and Class Counsel’s  
22 attorneys’ fees and costs. All briefs and materials in support of an Order Granting Final  
23 Approval and Entering Judgment, Enhancement Awards, Settlement Administration Payment,  
24 and Class Counsel’s attorneys’ fees and costs shall be filed sixteen (16) court days before the  
25 scheduled hearing.

26           11.    All proceedings in this matter, except those contemplated by the Agreement or  
27 this Order, are stayed.

28 ///

1 ///

2 12. The Court expressly reserves the right to adjourn or continue the Final Approval  
3 Hearing from time to time without further notice to Class Members. Class Counsel is to  
4 provide notice of any change in the hearing date to Class Members who have filed written  
5 objections.

6 **IT IS SO ORDERED.**

7  
8 Dated: \_\_\_\_\_

9 \_\_\_\_\_  
10 Honorable Victoria Kolakowski  
11 JUDGE OF THE SUPERIOR COURT  
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# **EXHIBIT 5**

**From:** [no-reply@formassembly.com](mailto:no-reply@formassembly.com)  
**To:** [Matthew Atlas](#)  
**Subject:** [External] Thank you for your Proposed Settlement Submission  
**Date:** Wednesday, April 29, 2026 9:42:44 AM

---

04/29/2026 09:42:13 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 04/29/2026 09:42:13 AM your Proposed Settlement was successfully processed for case number LWDA-CM-945515-23

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [https://urldefense.proofpoint.com/v2/url?u=http-3A\\_\\_labor.ca.gov\\_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A\\_CdpnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=1H129apolnDg97swdSJOsA1f3USCmipcxVK\\_60FvwyEJmJ9DParoCwOcNAomYM21&s=MBQc49P7h0psPBrtuetTc4E7V5crlU7mUfU8Tr8StxY&e=](https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=1H129apolnDg97swdSJOsA1f3USCmipcxVK_60FvwyEJmJ9DParoCwOcNAomYM21&s=MBQc49P7h0psPBrtuetTc4E7V5crlU7mUfU8Tr8StxY&e=)

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY:** All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



State of California  
Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

### Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : \*

*Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".*

[Search for PAGA Case number](#)

***The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.***

#### Your Information (Person Who is Filing)

|                                                           |                                    |                                                |
|-----------------------------------------------------------|------------------------------------|------------------------------------------------|
| <b>Your First Name *</b>                                  | <b>Your Last Name *</b>            | <b>Your Email Address *</b>                    |
| <input type="text" value="Matthew"/>                      | <input type="text" value="Atlas"/> | <input type="text" value="matlas@ckslaw.com"/> |
| <b>Your Street Name, Number and Suite/Apt *</b>           |                                    | <b>Your Mobile Phone Number</b>                |
| <input type="text" value="Cohelan Khoury &amp; Singer,"/> |                                    | <input type="text"/>                           |
| <b>Your City *</b>                                        | <b>Your Work Phone Number</b>      |                                                |
| <input type="text" value="San Deigo"/>                    | <input type="text"/>               |                                                |
| <b>Your State *</b>                                       |                                    |                                                |
| <input type="text" value="California"/> ▼                 |                                    |                                                |
| <b>Your Zip/Postal Code *</b>                             |                                    |                                                |
| <input type="text" value="92101"/>                        |                                    |                                                |

#### Court and Hearing Information

|                                                              |                                           |                                            |                                                            |
|--------------------------------------------------------------|-------------------------------------------|--------------------------------------------|------------------------------------------------------------|
| <b>Court *</b>                                               | <b>Court Case Number *</b>                | <b>Hearing Date *</b>                      | <b>Hearing Time *</b>                                      |
| <input type="text" value="Alameda County Superior Court"/> ▼ | <input type="text" value="23-CV-035138"/> | <input type="text" value="05/07/2026"/>    | <input type="text" value="14:30"/><br><small>HH:MM</small> |
| <b>Hearing Location *</b>                                    | <b>Number of aggrieved employees *</b>    | <b>Net Amount to Aggrieved Employees *</b> |                                                            |
| <input type="text" value="Dept 16, 1221 Oak Street,"/>       | <input type="text" value="255"/>          | <input type="text" value="13125.00"/>      |                                                            |
| <b>Gross settlement amount *</b>                             | <b>Gross penalty *</b>                    | <b>Penalties to LWDA *</b>                 | <b>Date of proposed settlement *</b>                       |
| <input type="text" value="1050000.00"/>                      | <input type="text" value="52500.00"/>     | <input type="text" value="39375.00"/>      | <input type="text" value="05/07/2026"/>                    |

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☐ There are no other PAGA claims which may be affected by this proposed settlement.
- ☒ The proposed settlement may affect other PAGA claims.

PAGA Notices

**LWDA case number(s) of other PAGA Notices: LWDA-CM :**

973726-23

**Name of Plaintiff**

ATU AKINLABI WATSON

[Add Additional Notices](#)

- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

**Proposed Settlement (must be .pdf or .xlsx) \***

1. Supp Realin Dec.pdf

**Other Attachment (if any, must be .pdf or .xlsx)**

2. Order.pdf

[Add Another Attachment](#)

**LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.**

**IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.**

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

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