COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Rosemary C. Khoury (SBN 331307)
rkhoury@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001/Facsimile: (619) 595-3000

HAMNER LAW OFFICES, APLC
Christopher J. Hamner (SBN 197117)
chamner@hamnerlaw.com
26565 West Agoura Road, Suite 200
Calabasas, CA 91302
Telephone: (888) 416-6654

Attorneys for Plaintiff Joseph Stevens,
on behalf of himself and all others similarly situated and aggrieved

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

v.

GOSHARE INC., a Delaware Corporation; and DOES 1 Through 10, inclusive,

Defendants.

Case No. CIVSB2428568
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Wilfred J. Schneider Jr.
Department S32

CLASS AND REPRESENTATIVE ACTION

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

Date:	December 2, 2026
Time:	8:30 a.m.
Dept.:	S32
Complaint filed:	October 3, 2024
Trial Date:	Not set

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

TABLE OF CONTENTS

PAGE

I. INTRODUCTION 4

II. PARTIES, CLASS MEMBERS, AND AGGRIEVED EMPLOYEES 4

A. Plaintiff and Defendant 4

B. Class Members and Aggrieved Employees 5

III. PROCEDURAL HISTORY 5

IV. PRE-MEDIATION INVESTIGATION AND DISCOVERY 6

V. SUMMARY OF PROPOSED SETTLEMENT 6

A. Settlement Terms 6

B. Released Claims 7

C. Preliminary Approval, Class Notice, and Response 7

1. Preliminary Approval and Class Notice 7

2. Class Response to the Notice 8

VI. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE 8

A. Attorneys' Fees & Litigation Costs 8

B. Settlement Administration Costs 10

C. Class Representative Service Payment 10

D. PAGA Penalties 11

VII. CONCLUSION 12

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

TABLE OF AUTHORITIES

PAGE

Ceja-Corona v. CVS Pharm., Inc.
(E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118 11

Dunk v. Ford Motor Co.
(1996) 48 Cal.App.4th 1794 ..... 6, 8

Earley v. Superior Court
(2000) 79 Cal.App.4th 1420 10

Hopson v. Hanesbrands Inc.
(N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900 11

In re Nordstrom Com. Cases
(2010) 186 Cal. App. 4th 576 11

Ketchum v. Moses
(2001) Cal.4th 1122 9

Kullar v. Foot Locker Retail, Inc.
(2008) 168 Cal.App.4th 116 6

Laffitte v. Robert Half International, Inc.
(2016) 1 Cal.5th 480 8

Lealao v. Beneficial California, Inc.
(2000) 82 Cal.App.4th 19 9

Magadia v. Wal-Mart Assocs.
(2019) 384 F. Supp. 3d 1058 11

Moore v. Jas. H. Matthews & Co.
(9th Cir. 1982) 682 F.2d 830 9

Nen Thio v. Genji, LLC
(N.D. Cal. 2014) 14 F. Supp. 3d 1324 11

Serrano v. Priest
(1977) 20 Cal.3d 25 9

Vasquez v. Superior Court
(1971) 4 Cal. 3d 800 10

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

STATUTES AND REGULATIONS

PAGE

California Business and Professions Code

§6450 et seq 8
§7448 et seq 9
§7451 9
§7463 (h) 9

California Civil Code

§ 1542 ..... 7, 10

California Labor Code

§ 226 5
§ 226.7 5
§ 226.8 5
§ 510 5
§ 1174 5
§ 1194 5
§ 1197 5
§2699.3 (a) 5
§ 2750.3 ..... 5, 9
§ 2802 5

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

I. INTRODUCTION

Plaintiff Joseph Stevens ("Plaintiff") seeks final approval of a non-reversionary class and Private Attorneys General Act ("PAGA") settlement. The settlement is for $264,794.42, and covers a Class of 3,924 persons who performed 98,814 deliveries in California as independent contractors for Defendant GoShare Inc. ("GoShare" or "Defendant").[1] The Class Period runs from October 3, 2020 through October 8, 2025, and the PAGA Period runs from July 30, 2023 through October 8, 2025. Declaration of Isam C. Khoury ("Khoury Decl."), ¶ 12; **Exhibit 1** - Class Action and PAGA Settlement Agreement ("SA"), ¶¶ 1.4, 1.5, 1.12, 1.31, 3.1, 8.

Support for the Settlement is strong. Not a single Class Member objected or requested exclusion. Declaration of Garvin Brown on ILYM Group, Inc., ("ILYM Decl."), ¶¶ 12-13. With a 100% participation rate, the highest total Individual Settlement Payment is estimated to be $2,091.25, and the average Individual Settlement Payment is estimated to be $32.07. ILYM Decl., ¶ 18.

II. PARTIES, CLASS MEMBERS, AND AGGRIEVED EMPLOYEES

A. Plaintiff and Defendant

Defendant GoShare Inc. describe itself as follows: "GoShare is a tech marketplace that connects customers with independent delivery pros. With a network of over 65,000 independent box truck, cargo van, pickup truck, and car owners, customers can use the GoShare platform to find a local pro who can provide same day delivery and moving services." *Frequently Asked Questions and Answers*, GoShare, https://goshare.co/customer-faq/ (last accessed November 2, 2026).

Plaintiff was employed by GoShare Inc. as a delivery driver between approximately December 20, 2022, and August 31, 2023, in the California counties of San Bernardino and Riverside. **Exhibit 2** - Declaration of Joseph Stevens filed November 7, 2025, ("Stevens Decl."), ¶ 2; Plaintiff accepted GoShare delivery assignments through an app on his personal cell phone,

[1] Because the total Deliveries exceeded 81,720 by more than 15% (to 93,978), the escalator clause was triggered, for the Deliveries between 93,978 and 98,814, increasing the Gross Settlement Amount from $250,000 to $264,794.42. *See* SA, ¶ 8.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

drove a personal car from his home in Riverside to a San Bernardino warehouse to collect packages, and delivered them to customers in Riverside and San Bernardino. Plaintiff alleges he also used the phone for GoShare support and to locate packages. GoShare classified Plaintiff as an independent contractor, and paid Plaintiff a flat rate of about $16–$25 per delivery. Plaintiff alleges GoShare did not reimburse him for using a personal car or phone. Plaintiff alleges each assignment, including pickup and delivery, usually took about one hour. Stevens Decl., ¶¶ 3-4.

B. Class Members and Aggrieved Employees

Class Members are "all persons who performed delivery services for Defendant in California during the Class Period [from October 3, 2020 through October 8, 2025] as an independent contractor." SA, ¶¶ 1.5, 1.12. Aggrieved Employees are all "person[s] who performed Delivery Services for Defendant in California during the PAGA Period [from July 30, 2023 through October 8, 2025] as an independent contractor." SA, ¶¶ 1.4, 1.31. Aggrieved Employees are not allowed to opt out of the settlement, and release, of PAGA claims. *See* SA, ¶¶ 1.9, 5.4.

III. PROCEDURAL HISTORY

On June 16, 2024, Plaintiff Stevens submitted a letter to Defendant and the LWDA pursuant to PAGA alleging potential Labor Code violations under Labor Code sections 226, 226.7, 1174, 510, 1194, 1197, 2802, 226.8, and 2750.3. SA, ¶ 2.1.

On October 3, 2024, Plaintiff commenced a class and representative action by filing a Complaint alleging causes of action against Defendant for (1) Failure to pay minimum wages; (2) Failure to reimburse business expenses; (3) Violation of the unfair competition law; (4) Misclassification under the codified "ABC" test under PAGA; (5) Willful misclassification under PAGA; (6) Failure to pay minimum wages under PAGA; (7) Failure to pay overtime wages under PAGA; (8) Failure to provide meal periods under PAGA; (9) Failure to provide rest periods under PAGA; (10) Failure to provide accurate, itemized wage statements under PAGA; (11) Failure to maintain accurate records under PAGA; and (12) Failure to reimburse business-related expenses under PAGA. SA, ¶2.2.

Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Defendant and the LWDA by sending the PAGA Notice. SA, ¶2.3.

On June 3, 2025, Plaintiff and Defendant participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action, after both parties accepted a mediator's proposal. SA ¶2.4.

The Court has not granted class certification. SA, ¶2.6. The Parties are aware of the following later-filed action that may be affected by the Settlement: *People of the State of California v. GoShare, Inc. and Shaun Savage*, San Francisco County Superior Court Case. No. CGC-25-624506 (April 18, 2025). SA, ¶2.7.

IV. PRE-MEDIATION INVESTIGATION AND DISCOVERY

Prior to mediation, Plaintiff obtained, through informal discovery, pay data, exemplar contracts, recruiting and advertisement documents, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 *Dunk/Kullar*). SA, ¶ 2.5. The documents obtained, and calculations made for mediation, are detailed in Plaintiff's Motion for Preliminary Approval, filed November 7, 2025, at page 6, line 24, through page 7, line 12. Khoury Decl., ¶ 13.

V. SUMMARY OF PROPOSED SETTLEMENT

A. Settlement Terms

GoShare will pay a Gross Settlement Amount ("GSA") of $264,794.42, based on 98,814 deliveries made by the Class, which includes all the following: (a) Settlement Administration Costs to Administrator ILYM Group, Inc., ("ILYM" or "Administrator") of $19,550.00 (SA, ¶ 3.2.3; ILYM Decl., ¶ 21, Exhibit B); (b) Attorneys' Fees up to $88,264.81, one-third of the GSA, and actual Costs of $21,130.09 (SA, ¶ 3.2.2); (c) a Class Representative Service Payment of up to $5,000 to Plaintiff (SA, ¶ 3.2.1); and (d) a PAGA Fund of $5,000.00, with $3,750.00 (75%) provided to the LWDA, and $1,250.00 (25%) to Aggrieved Employees (SA, ¶ 3.2.5). The remainder, estimated at $125,849.52, is the Net Settlement Amount. SA, ¶¶ 1.22-1.23, 3.2-

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

3.2.5.2; ILYM Decl., ¶ 17. Plaintiff has consented in writing to the division of attorneys' fees between Cohelan Khoury & Singer (66.66%) and Hamner Law Offices (33.34%). Stevens Decl., ¶ 13.

GoShare will pay the employer's share of payroll taxes in addition to the GSA. SA, ¶ 4.3. None of the Gross Settlement Amount will revert to Defendant. SA, ¶ 3.1. Individual Class Payments will be allocated 100% to reimbursements, and interest and penalties, to be reported on an IRS Form-1099. SA, ¶ 3.2.4.1.

B. Released Claims

"Released Claims" means the Plaintiff's Release, Plaintiff's Waiver of Rights Under California Civil Code Section 1542, Release by Participating Class Members, and Release by Aggrieved Employees. Khoury Decl., ¶ 14; SA, ¶ 5-5.4. Each Release is detailed in the Settlement Agreement. *Id*. The release for Participating Class Members and Aggrieved Employees will be effective at the time the settlement funds are paid by Defendant to the Settlement Administrator. Khoury Decl., ¶ 15; SA, ¶ 5.3-5.4.

C. Preliminary Approval, Class Notice, and Response

1. Preliminary Approval and Class Notice

The Settlement was preliminary approved on January 6, 2026. Khoury Decl., ¶ 16. On or about January 21, 2026, Counsel for the Defendant provided ILYM with a mailing list containing Class Member's names, last known addresses, Social Security Numbers and applicable employment information ("Class List"). The Class List contained data for 3,924 potential Class Members. ILYM Decl., ¶ 8. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. ILYM Decl., ¶ 9. On August 14, 2026, Class Notices were mailed to 3,924 Class Members, which encompassed 2,917 Aggrieved Employees, contained in the Class List via First Class mail. The Class Notice advised Class Members that they could submit an exclusion and/or

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

objection postmarked by October 13, 2026. ILYM Decl., ¶ 10. ILYM performed 430 address traces on Class Notices returned as undeliverable from the initial mailing. Of the 430 traces performed, 358 more current addresses were obtained and Class Notices were promptly re-mailed to those Class Members via First Class mail. As of October 31, 2026, 72 Class Notices remained undeliverable. *See* ILYM Decl., ¶ 11.

2. Class Response to the Notice

The Class response to the Settlement was extremely favorable. ILYM has not received any objections to the Settlement nor requests for exclusion from the Settlement. ILYM Decl., ¶¶ 12-13. This Court has already recognized, at preliminary approval, that the Settlement is "fair, adequate, and reasonable." Now, it is clear that "the reaction of the class members to the proposed settlement" also favors granting final approval. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801. Khoury Decl., ¶ 17.

VI. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

A. Attorneys' Fees & Litigation Costs

Class Counsel requests $88,264.81 in attorneys' fees (one-third of the GSA) and $21,130.09 in litigation costs, based on 120.8 hours and a $68,757.50 lodestar. Khoury Decl.,¶ 18, **Exhibit 3** - Costs, **Exhibit 4** - Time & Cost Summary, and **Exhibit 5** - Time; Hamner Decl., ¶¶ 6-8. The requested attorney fee rates, from $500 (six-year attorney) to $1,250 (managing partner, forty-two years), are supported by the Laffey Matrix, and by Class Counsel's extensive experience prosecuting, certifying, and settling class actions. Khoury Decl., ¶ 2-11, 19, 23, **Exhibit 6** - Laffey Matrix; Hamner Decl., ¶ 7. Fees for paralegals Amber Worden and Matthew Atlas are also appropriate because each meets the requirements of Business and Professions Code section 6450 *et seq*., and their respective rates of $200 and $175, and hours, are reasonable. Khoury Decl., ¶ 20.

The requested fees are justified under the percentage of the fund method, and a lodestar crosscheck proves they are reasonable. Khoury Decl., ¶ 21.

Under the percentage of the fund method, a one-third fee is standard in California class actions. *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal. 5th 480, 506; Khoury Decl., ¶¶ 22-23

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

(listing one-third awards to Cohelan Khoury & Singer).

A lodestar crosscheck also supports the request. The lodestar is the time reasonably spent multiplied by reasonable hourly rates. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 48. Courts may then apply a multiplier considering factors such as the contingent nature of the fee, preclusion of other employment, the market percentage fee, and the difficulty of the questions and skill in presenting them. *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132-36.

Here, the requested fee requires a modest multiplier of **1.28** ($88,264.81/$68,757.50), which is appropriate. Counsel worked wholly on contingency and risked losing all time and costs. The 120.8 hours spent on this matter precluded other employment, and "would have been undertaken by a reasonable and prudent lawyer to advance or protect his client's interest." *Moore v. Jas. H. Matthews & Co.*, 682 F. 2d 830, 839 (9th Cir. 1982); Khoury Decl., ¶ 24. On the open market, Counsel would have received one-third by agreement with Plaintiff. Khoury Decl., ¶ 25.

The case also raised difficult questions of unsettled law, which counsel argued skillfully. Proposition 22, effective December 16, 2020, and codified at Business and Professions Code section 7448 *et seq*., provides that "app-based drivers" who provide "delivery services" for a "network company" are independent contractors if certain conditions are met. (Bus. & Prof. Code, § 7451.) At the time of settlement, few courts had addressed which drivers fall within this provision and are therefore exempt from the Labor Code's employee protections. Khoury Decl., ¶ 26. Two questions were particularly unsettled here. The first was whether a company qualifies as providing "delivery services" if it sometimes facilitates deliveries of more than 50 miles from the pickup location. (*see id.*, § 7463, subd. (h)). The second was whether the box trucks and cargo vans used by GoShare are "other similar means of transportation." (See *ibid.*) Even if the Proposition 22 question were resolved against GoShare, Plaintiff would still have faced the ABC test codified at Labor Code section 2750.3. Khoury Decl., ¶ 27.

Finally, the result was excellent, with substantial relief and no objections or exclusion requests. *Lealao*, 82 Cal. App.4th at 44; Khoury Decl., ¶ 28; ILYM Decl., ¶¶ 12-13.

///

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

B. Settlement Administration Costs

The requested administration costs of $19,550.00 are reasonable, and were disclosed in the Class Notice, with no objections or requests for exclusion received from the Class thereafter. *See* ILYM Decl., ¶ 21, Exhibits A - B.

C. Class Representative Service Payment

Service payments "are fairly typical in class action[s]" and "compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action." *Cellphone Termination Fee Cases* (2010) 186 Cal. App. 4th 1380, 1394.

"Modern society seems increasingly to expose men to . . . group injuries for which individually they are in a poor position to seek legal redress, either because they do not know enough or because such redress is disproportionately expensive. If each is left to assert his rights alone if and when he can, there will at best be a random and fragmentary enforcement, if there is any at all. This result is not only unfortunate in the particular case, but it will operate seriously to impair the deterrent effect of the sanctions which underlie much contemporary law. The problem of fashioning an effective and inclusive group remedy is thus a major one." *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 807.

Enforcement of laws protecting California employees would be "random and fragmentary," or non-existent, if no one came forward and spent time working on behalf of others, and perhaps most importantly, took risks those others are not willing to bear.

Class action plaintiffs, not class members, risk a judgment for defendant's costs. "Those who choose to take the risks of litigation should be the ones who bear the cost when they are unsuccessful." *Earley v. Superior Court* (2000) 79 Cal. App. 4th 1420, 1433. The *Earley* court contended this risk was balanced by potential reward. *See id*.

Plaintiff Stevens put the Class's interests above his own, accepting the risk of a cost judgment and the loss of future employment opportunities. He did not pursue, or abandoned, his individual claims to serve only as a representative, yet unlike other class members, he was required to give a general release of all claims, including a section 1542 waiver. He also spent

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

approximately five to ten (5–10) hours seeking counsel and participating in this action through and beyond Settlement. Khoury Decl., ¶ 29; Stevens Decl., ¶¶ 5-10; SA, ¶¶ 5.1-5.4. In addition, the Service Payment is also reasonable as compared to the total recovery in this case, as it represents less than two percent of the gross settlement amount ($5,000/ $264,794.42). Khoury Decl., ¶ 30. Finally, the Class received notice of, and did not object to, Plaintiff's request of up to $5,000. ILYM Decl., ¶ 11, Exhibit A, section 3(b)(ii).

D. PAGA Penalties

The Agreement allocates $5,000.00 to PAGA Penalties, $3,750.00 (75%) paid directly to the LWDA, and the remaining $1,250.00 (25%) to Aggrieved Employees. SA, ¶¶ 1.34, 3.2.5. This allocation was the result of good-faith, mediated negotiations. Khoury Decl., ¶ 31. Where PAGA penalties are negotiated in good faith, with "no indication [the] amount was the result of self-interest at the expense of other Class Members," they are considered reasonable. *Hopson v. Hanesbrands Inc.*, Case No. 08-00844, (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900, at *24; *see, e.g., In re Nordstrom Com. Cases* (2010) 186 Cal. App. 4th 576, 579 (No abuse of discretion approving settlement allocating $0 to PAGA claims).

In addition, this allocation of $5,000.00, which represents about 1.9 percent of the GSA of $264,794.42, is higher than the amount approved in other settlements. *See, e.g*. *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d at 1101, citing, among others, *Ceja-Corona v. CVS Pharm., Inc.*, 2015 U.S. Dist. LEXIS 5118 (E.D. Cal. Jan. 14, 2015) ($10,000 PAGA penalties in settlement of $900,000, or 1.1% PAGA allocation), recommendation adopted, 2015 U.S. Dist. LEXIS 25730 (E.D. Cal. Mar. 3, 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) ($10,000 PAGA, $1.25m settlement, or 0.8% PAGA allocation). Khoury Decl., ¶ 32.

///

///

///

///

///

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

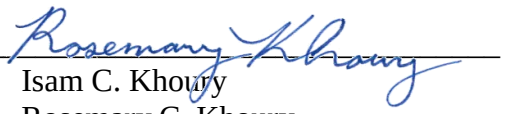
VII. CONCLUSION

This Settlement favorably resolves what would otherwise be uncertain and lengthy litigation. Class Counsel thus respectfully requests the Court grant final approval of the Settlement and grant all amounts requested herein.

Respectfully submitted,

COHELAN KHOURY & SINGER
HAMNER LAW OFFICES, APLC

Dated: November 5, 2026

By: 

Isam C. Khoury
Rosemary C. Khoury
Attorneys for Plaintiff JOSEPH STEVENS, on behalf of himself and all others similarly situated and aggrieved

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101