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10 Williams, Jaime Furlough, Michael Chen, and
11 Martha Lopez, individually and on behalf of all
others similarly situated

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF ALAMEDA**

15
16 ANTHONY VASQUEZ, MELVIN
17 WILLIAMS, JAIME FURLOUGH, MARTHA
18 LOPEZ and MICHAEL CHEN on behalf of
themselves and all similarly situated persons,
and the general public,

19
20 Plaintiffs,

21 vs.

22 XPRESS GLOBAL SYSTEMS LLC and
23 DOES 1 through 25, inclusive,

24 Defendants.
25
26
27
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CASE NO. 23CV034375

Assigned for All Purposes to:
Honorable Judge Michael Markman

**DECLARATION OF YAMI BURNS OF
PHOENIX CLASS ADMINISTRATION
SOLUTIONS IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Motion Hearing:

Date: November 7, 2024

Time: 10:00 am

Dept.: 23

1 I, Yami Burns, hereby declare and state as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for Phoenix Class Administration Solutions (“Phoenix”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the
5 Court to serve as the Claims Administrator for the above captioned matter. I am authorized to make
6 this declaration on behalf of Phoenix and myself. I have personal knowledge of the facts herein,
7 and, if called upon to testify, I could and would testify competently to such facts.

8 2. Phoenix has extensive experience in administering Class Action Settlements, including
9 direct mail services, database management, claims processing and settlement fund distribution services
10 for Class Actions ranging in size from 10 to multi-million Settlement Class Members.

11 3. Phoenix was engaged by the Parties’ Counsel and subsequently approved and
12 appointed by the Court to provide notification services and claims administration, pursuant to the
13 terms of the Settlement, in the above-referenced Action. Duties performed to-date and to be
14 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
15 Notice of Class Action Settlement in English (referred to as “Notice Packet”); (b) receiving and
16 processing requests for exclusion; (c) resolving Settlement Class Members’ disputes over the
17 number of workweeks Defendants have record of them working during the Class Period, which was
18 pre-printed on their individualized Class Notice; (d) calculating individual settlement award
19 amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as
20 required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other
21 applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of
22 the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court
23 orders Phoenix to perform.

24 4. On August 5, 2024, Phoenix received the Court approved text for the Notice
25 Packet from Counsel for Plaintiff. Phoenix prepared a draft of the formatted Notice Packet,
26 which was approved by the Parties’ Counsel prior to mailing.

27 5. On August 31, 2024, Phoenix received the class data file from Counsel for
28 Defendant, which contained the name, social security number, last known mailing address, and the

1 total number of applicable workweeks worked for each Settlement Class Member. The data file was
2 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
3 List contained 250 individuals.

4 6. As part of the preparation for mailing, all 250 names and addresses contained in the
5 Class List were then processed against the National Change of Address (“NCOA”) database,
6 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
7 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
8 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
9 address was found in the NCOA database, the updated address was used for the mailing of the
10 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
11 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

12 7. On August 28, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
13 250 individuals contained in the Class List. Attached hereto, as Exhibit A, is a true and correct
14 copy of the mailed Notice Packet.

15 8. As of the date of this declaration, 14 Notice Packets have been returned to our office
16 as undeliverable. Of the 14 returned Notice Packets, none were included with a forwarding address.
17 Phoenix performed a computerized skip trace on the 14 returned Notice Packets that did not have a
18 forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the
19 Notice Packet. As a result of this skip trace, 12 updated addresses were obtained and the Notice
20 Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

21 9. As of the date of this declaration, a total of 12 Notice Packets have been re-mailed.
22 Specifically, 12 have been re-mailed as a result of Phoenix’s skip tracing efforts.

23 10. As of the date of this declaration, Phoenix has received 2 requests for exclusion. The
24 deadline to request exclusion from the Settlement was October 12, 2024.

25 11. As of the date of this declaration, Phoenix has not received any objections to the
26 Settlement. The deadline to file an objection to the Settlement was October 12, 2024.

27 12. As of the date of this declaration, Phoenix will report a total of 248 Participating
28 Claimants, representing 99.2% of the 250 Settlement Class Members.

13. Participating Claimants will receive a proportional share of the Net Settlement Fund through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative Enhancement Awards, the Class Representative 1542 release awards, Claims Administration Fees to Phoenix, and the PAGA allocation, e.g.,

Gross Settlement Amount: **\$375,000.00**

Est. Class Counsel Fees:	\$125,000.00
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Est. Class Counsel Costs: \$10,713.03

Est. Class Representative Service Payments:	\$12,500.00
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(\$2,500.00 each Plaintiff)

Est. Class Representative 1542 Release Payments: \$37,500.00

(Up to \$7,500.00 each Plaintiff)

Est. Phoenix Administration Fees:	\$7,500.00
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LWDA: \$7,500.00

Est. Net Settlement Fund Amount: \$174,286.97

To determine a Participating Claimant's individual settlement award payment, the distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of the Applicable Workweeks worked by each Class Member during the Class Period, to the total number of Applicable Workweeks worked by all Class Members during the Class Period. Based on these calculations, the Participating Claimants will receive an estimated average gross payment of \$692.69, with the estimated highest gross payment being \$1,961.74.

14. Pursuant to the Parties' First Amendment to the Class Action Settlement (Section III.E.11) filed on July 25, 2024 as "Exhibit 15" to the Second Supplemental Declaration of Reuben D. Nathan in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, any Settlement Share checks that are not cashed by the relevant deadline will be sent to The United Way (<https://www.unitedway.org>) in the name of the Class Member thereby leaving no

1 “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384(b).

2 15. Phoenix’s total fees and costs for services in connection with the administration of
3 this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs
4 for completion of the settlement administration, are \$7,500.00. Phoenix’s work in connection with
5 this matter will continue with the calculation of the settlement award payments, issuance and
6 mailing of the settlement award checks, the necessary tax filing and reporting on such payments,
7 and any other tasks that the Parties mutually agree to and/or the Court orders Phoenix to perform.

8
9 I declare under penalty of perjury under the laws of the State of California and the United
10 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
11 was executed this 15th day of October 2024, at Orange, California.

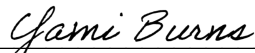
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15 _____
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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

**ANTHONY VASQUEZ, MELVIN WILLIAMS, JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN, PLAINTIFFS,
V. XPRESS GLOBAL SYSTEMS LLC, DEFENDANT.**

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ALAMEDA

CASE NO. 23CV034375 (“ACTION”)

A court authorized this notice. This is not a solicitation from a lawyer.

If you are or were employed by XPRESS GLOBAL SYSTEMS LLC in California as a non-exempt employee at some time between November 13, 2021, through January 31, 2024, you are eligible to receive compensation from a class action settlement.

A court authorized this notice. This is not an advertisement.

This is not a lawsuit against you. You are not being sued.

ELIGIBLE SETTLEMENT CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND GET AUTOMATIC PAYMENT	If you received this Notice of Class Action Settlement, you will <u>automatically</u> receive your share of the settlement, unless you exclude yourself. You do <u>not</u> need to submit a claim form to receive this payment.
EXCLUDE YOURSELF	You can opt-out of the Class Settlement if you do not want to participate by sending the Administrator a written Request for Exclusion Form by October 12, 2024. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. You cannot opt-out of the PAGA portion of the proposed Settlement.
OBJECT	Class Members who do not opt out of the proposed settlement (“Participating Class Members”) may object to the settlement. The deadline to file objections with the Court is October 12, 2024. The Court will also hear from any class member or PAGA aggrieved employee who attends the final approval hearing for the purpose of objecting.

A proposed settlement (the “Settlement”) has been reached in the above-referenced lawsuit (the “Action”). The Settlement resolves a class and representative action lawsuit in which Plaintiffs ANTHONY VASQUEZ, MELVIN WILLIAMS, JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN (“Plaintiffs or “Class Representatives”) claim Defendant XPRESS GLOBAL SYSTEMS LLC (“XPRESS” or “Defendant”) violated California’s wage and hour laws. XPRESS has denied and continues to deny the factual and legal allegations in the case and believes it consistently complied with all applicable laws at all relevant times.

You have received this notice because XPRESS records show that you were employed in California as a non-exempt employee at some time between November 13, 2021, through January 31, 2024, and therefore may be part of the “Settlement Class.” Because your rights may be affected by this Settlement, it is important that you read this Notice carefully. If you still have questions, or if you wish to update your mailing information, please contact the settlement administrator, Phoenix Settlement Administrators, at (800) 523-5773.

1. Why did I get this notice?

You received this notice because XPRESS’ records show that you are a member of the Settlement Class. The “Settlement Class” or “Settlement Class Members” consist of All current and former employees of Defendant who worked for Defendant in a non-exempt position in California at any point between November 13, 2021, and January 31, 2024 (the “Class Period”). This notice tells you how you can a) be part of the class action Settlement, b) object to the proposed class action Settlement, or c) exclude yourself from the class action Settlement.

2. Why did I get this notice?

You received this notice because XPRESS’ records show that you are a member of the Settlement Class. The “Settlement Class” or “Settlement Class Members” consist of All current and former employees of Defendant who worked for Defendant in a non-exempt position in California at any point between November 13, 2021, and January 31, 2024 (the “Class Period”). This notice tells you how you can a) be part of the class action Settlement, b) object to the proposed class action Settlement, or c) exclude yourself from the class action Settlement.

3. What does the settlement provide?

Subject to the Court’s final approval, the terms of the Settlement are as follows:

A. XPRESS will pay the gross settlement amount of \$375,000 (“the Settlement Amount”), which is inclusive of: attorneys’ fees

of not more than 40% of the Gross Settlement Amount (\$150,000) and costs incurred for representing Plaintiffs and the Settlement Class in the Action (not to exceed \$20,000); class representative service payments to Plaintiffs for their services as Class Representatives of not more than \$2,500 each/\$12,500 total; release payments to Plaintiffs of not more than \$7,500 each / \$37,500 total in consideration for Plaintiffs' general release of claims against XPRESS; a payment of \$10,000 in settlement of Plaintiffs' claims under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), of which 75% (\$7,500) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$2,500) will be paid to Settlement Class Members who worked for XPRESS between May 24, 2022, through January 31, 2024 ("PAGA Employees"), pursuant to PAGA; and an administrator expenses payment not to exceed \$10,000 to Phoenix Settlement Administrators. Each of these sums will be paid from the Settlement Amount. The remaining amount (the "Net Settlement Amount") will be paid to Settlement Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members").

- B. Each Participating Class Member will be allocated an "Individual Class Payment," that will be calculated based on the number of "Workweeks" the Participating Class Member worked for XPRESS in California as a non-exempt employee during the Class Period according to Defendant's records, or as estimated using the Participating Class Members' dates of employment, as follows: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks each Participating Class Member worked during the Class Period or estimated using dates of employment that occurred during the Class Period. The parties are asking the Court to approve an allocation of 33.4% of each Individual Class Payment to taxable wages ("Wage Portion") and 66.6% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (XPRESS will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
- C. In addition to the Individual Class Payment, each Participating Class Member who is also a PAGA Employee will be allocated an "Individual PAGA Payment," which will be calculated based on the number of "workweeks" the PAGA Employee worked for Defendant in California as a non-exempt employee during the PAGA Period, as follows: (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment (\$2,500.00) by the total number of workweeks worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of workweeks each PAGA Employee worked during the PAGA Period. The Administrator will report the full amount of the Individual PAGA Payment on IRS 1099 Forms.

According to XPRESS' records, you worked for XPRESS as a non-exempt employee in California for a total of _____ Workweeks during the Class Period, of which _____ qualify as Pay Periods during the PAGA Period. Based on the above methodology, your estimated Individual Class Payment is \$ _____ and your estimated Individual PAGA Payment is \$ _____.

Although the parties have agreed to the above allocations, neither side is giving you any advice on whether your Individual Class Payment or Individual PAGA Payment 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. None of the above payments will be eligible for benefit contributions or employee matching.

4. What am I giving up in exchange for the settlement benefits?

If you do not timely exclude yourself from the class action Settlement as explained below, then upon entry of final judgment and payment by Defendant of the Gross Settlement Amount in accordance with section III(E)(10) of this Agreement, Defendant and the Released Parties shall be entitled to a release from the Participating Class Members as follows: for all claims alleged or which could have been alleged based on the legal theories, legal authorities, or facts asserted in the Action, regardless of whether such claims arise under federal, state or local law, statute, ordinance, regulation, common law, or other source of law, which occurred during the Class Period ("Released Class Claims"). Released Class Claims also includes all claims alleged or which could have been alleged based on the legal theories, legal authorities, or facts asserted for civil penalties under the PAGA based on the Labor Code violations alleged, in the Action, for the PAGA Period. The Released Class Claims include any and all claims, causes of action, debts, liabilities, obligations, guarantees, including for damages, wages, premiums, penalties, interest, attorneys' fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect, whether under federal law or the law of any state, which the Plaintiffs have or any Class Member has against the Released Parties for any acts occurring during the Class Period that relate to the substantive claims described in the Action, including any amended complaint filed prior to preliminary approval of this Settlement. The Released Class Claims also include claims meeting the above definition(s) under any and all applicable statutes, including without limitation California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 222, 226, 226.7, 227.3, 246-248.7, 256, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 2804,; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 *et seq.*, and the PAGA, as well as the Industrial Welfare Commission Wage Orders.

5. Who are the attorneys representing the parties?

Class Counsel

Reuben D. Nathan
rnathan@nathanlawpractice.com
NATHAN & ASSOCIATES, APC
2901 W. Coast Hwy., Suite 200
Newport Beach, California 92663
Telephone: (949) 270-2798

Brian J. Kowalski
brian@kowalskilawfirm.com
KOWALSKI EMPLOYMENT LAW CORP.
1941 California Ave., #79453
Corona, California 92877
Telephone: (925) 570-5673

Defendant's Counsel

Brook T. Barnes
bbarnes@swlaw.com
Clint S. Engleson
cengleson@swlaw.com
SNELL & WILMER L.L.P.
12230 El Camino Real Suite 300
San Diego, California 92130
Telephone: 858.434.5020

Bradley M. Davis (Pro Hac Vice)
Email: bdavis@chamblisslaw.com
CHAMBLISS, BAHNER & STOPHEL, P.C.
Liberty Tower, Suite 1700
605 Chestnut Street
Chattanooga, TN 37450
Telephone: 423.757.0291

6. How do I participate in the settlement?

You are not required to take any action to receive your individual settlement payments. If you do nothing, your share of the settlement proceeds will be mailed to you by check after the Court grants "final approval" of the Settlement, and after time for appeals has ended or any appeals have been resolved, if applicable.

7. How do I opt-out of the Settlement Class?

If you do not wish to participate in the class Settlement (i.e., "Opt Out"), you must complete and sign a request for exclusion and return it by first class mail, facsimile, or email to:

PHOENIX SETTLEMENT ADMINISTRATORS

P.O. Box 7208

Orange, CA 92863

Email: info@phoenixclassaction.com

Your Request for Exclusion must include the following: (1) a statement that reasonably communicates your election to be excluded from the class Settlement (e.g., "I wish to exclude myself from the class settlement reached in the matter of Anthony Vasquez, Melvin Williams, Jamie Furlough, Martha Lopez, and Michael Chen v. Xpress Global Systems LLC."); (2) your name, address, email address or telephone number, and the last four digits of your Social Security number; and (3) your signature. Your Request for Exclusion must also (4) be faxed, emailed, or postmarked on or before October 12, 2024, and returned to the Settlement Administrator at the mailing address, email, or fax number specified above.

Your Request for Exclusion will not be valid if it does not comply with the above requirements. The date of the postmark on the return mailing envelope or the fax stamp, or in the event of an email, the date the email was sent, shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion on or before October 12, 2024, shall be bound by all terms of the Settlement and any final judgment entered in the Action if the Settlement is approved by the Court.

Any person who submits a complete and timely Request for Exclusion will not be eligible to participate in the class Settlement, will not receive proceeds from the class Settlement, and will not be bound by the class releases of the Settlement. However, by excluding yourself from the class Settlement you may pursue your own claims against XPRESS in the future, subject to any defenses that XPRESS may assert.

There is no statutory right for any PAGA Employee to opt out or otherwise be excluded from the PAGA portion of the Settlement and the associated release of claims and rights under PAGA.

8. What happens with any uncashed settlement checks?

All individual settlement checks that are not cashed within 180 days of issuance shall be canceled, and the money represented by such checks shall be transferred to the California State Controller's Unclaimed Property Fund, in the name of the Settlement Class Member to be held as unclaimed property.

9. What if I have questions about my Individual Class and/or PAGA Payment calculations?

If any Settlement Class Member wants additional information about the calculation of his or her Individual Class or PAGA Payment, details may be obtained from the Settlement Administrator. The Settlement Class Member has the right to challenge whether the Workweek calculations are proper under the terms of the Settlement by submitting information or documentation to the Settlement Administrator. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked, emailed, or fax stamped by **October 12, 2024**, and returned to the Settlement Administrator at the specified address, email or fax telephone number below, and contain:

(1) the Settlement Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (2) the number of Workweeks and/or Pay Periods the Settlement Class Member contends is correct; and (3) any evidence supporting his/her contention. The date of the postmark on the return mailing envelope, email or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Workweeks and/or Pay Periods identified for each Settlement Class Member in this Notice will be presumed to be correct unless a particular Settlement Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator shall make the final, non-appealable determination as to all valid Workweek and Pay Period challenges.

10. How do I object to the Settlement?

If you do not file a Request for Exclusion, you can object to the terms of this Settlement before it is granted final approval by the Court. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object to the Settlement, you may fax, email, or mail via first class mail to the Settlement Administrator a written statement objecting to this Settlement setting forth the legal and factual grounds for any objection. You cannot ask the Court for a larger settlement; the Court can only approve or deny the proposed settlement. A Settlement Class Member who elects to send a written objection to the Settlement Administrator must do so no later than **October 12, 2024**. If you do not send a written objection, you may still appear at the final approval hearing or through an attorney you hire, at your own expense, to object. If you are represented by counsel, your attorney must file with the Superior Court a notice of appearance providing the attorney's contact information. If you fail to object, you shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

Objecting is simply telling the Court you do not like something about the Settlement. You can object to the class action Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing in Department 23 of the Alameda County Superior Court, located at Oakland – Administration Building, 1221 Oak Street, Oakland, CA 94612, on November 7, 2024, at 10:00 a.m. Notification of any changes to the time or location of the fairness hearing, as well as the final judgment following final approval, if any, will be available at this link: vasquez-v-xpress-global-systems.phoenixcases.com. If there are objections, the Court will consider them at the final approval hearing. The Court will also consider how much to pay Class Counsel and the amount of any class representative service payments and release payments to Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You do not need to come to the hearing. Class Counsel will answer any questions the judge may have. But you are welcome to come to the hearing at your own expense. If you send an objection, you don't have to come to court to talk about it. You can appear at the hearing, at your own expense, to discuss any objections you may have with the Court whether or not you file an objection in writing. You may also pay another lawyer to attend, but this is not required.

ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the settlement agreement and other information located at vasquez-v-xpress-global-systems.phoenixcases.com. You may also review the pleadings, the settlement agreement, and other papers filed in the Action which may be inspected in person at the courthouse, or by searching case number 23CV034375 on the Court's website located at <https://eportal.alameda.courts.ca.gov/?q=node/388>. All inquiries by Class Members regarding this Notice and/or the settlement should be directed to the Settlement Administrator using the contact information set forth below:

Settlement Administrator

PHOENIX SETTLEMENT ADMINISTRATORS

P.O. Box 7208

Orange, CA 92863

Email: info@phoenixclassaction.com

PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH INQUIRIES.

THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION YOU SHOULD OR SHOULD NOT TAKE.

REQUEST FOR EXCLUSION FORM

(Deadline to File is October 12, 2024)

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

***Vasquez v. Xpress Global Systems LLC, et al.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863***

Case No. 23CV034375

I declare as follows:

I received and reviewed the Notice of Class Action Settlement in this action, and I wish to be ***excluded*** from the class and ***not*** to participate in the proposed class settlement. I understand that by excluding myself, I will ***not*** receive any money from the Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	248
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	248
Subtotal Admin Only	\$8,417.25

TOTAL COSTS \$7,500.00

October 14, 2024

Case: Vasquez v. Xpress Global Systems LLC

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	25	\$49.60
NCOA (USPS)	\$0.15	248	\$37.20
Total			\$826.80

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	248	\$37.20
Notice Packet & Opt-Out Form	\$0.95	248	\$235.60
Estimated Postage (up to 1 oz.)	\$0.60	248	\$148.80
Language Translation	\$0.30	3,261	\$978.30
Total			\$1,714.90

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	40	\$40.00
Remail Notice Packets	\$0.95	41	\$38.95
Estimated Postage	\$0.60	41	\$24.60
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$318.55

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00

	Total	\$920.00
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Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks, W2 and 1099 *	\$1.00	248	\$248.00
Estimated Postage Checks, W2 and 1099	\$0.50	248	\$124.00
		Total	\$1,687.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40	\$60.00
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	40	\$60.00
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
		Total	\$2,950.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$8,417.25