

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

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

Plaintiffs,

VS.

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

Defendant.

Case No. 23CV034375

FIRST AMENDMENT TO THE CLASS ACTION SETTLEMENT AGREEMENT

1 IT IS HEREBY FURTHER STIPULATED, by and between Plaintiffs, ANTHONY VASQUEZ,
2 MELVIN WILLIAMS, JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN, on behalf of
3 themselves and the Settlement Class Members, on the one hand, and Defendant, XPRESS GLOBAL
4 SYSTEMS LLC, on the other hand, and subject to the approval of the Court as set forth below. All
5 capitalized terms and phrases used herein but not otherwise defined shall have the same meanings given
6 to them in the Joint Stipulation Re: Class Action Settlement (the "Settlement Agreement").

7 The Settlement Agreement is hereby revised as follows:
8

9 1) Section III.E.11 of the Settlement Agreement hereby reads as follows:

10 "Uncashed Settlement Share Checks. A Participating Class Member must cash his or her
11 Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the
12 Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement
13 Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at
14 his or her correct address by use of available email addresses, phone numbers, social security numbers,
15 credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not
16 cashed within 120 days after its last mailing to the Participating Class Member, the Settlement
17 Administrator will also send the affected Participating Class Member a notice informing him or her that
18 unless the check is cashed in the next 60 days, it will expire and become non- negotiable, and offer to
19 replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the
20 expiration of the 60-day period after this notice, the funds from such uncashed checks will be sent to the
21 State of California's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
22 residue" subject to the requirements of California Code of Civil Procedure Section 384(b)."

23 Section III.E.11 of the Settlement Agreement is hereby rescinded and the following new
24 Section III.E.11 is replaced in lieu thereof:

25 "Uncashed Settlement Share Checks. A Participating Class Member must cash his or her
26 Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the
27 Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement
28 Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at
his or her correct address by use of available email addresses, phone numbers, social security numbers,

1 credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not
2 cashed within 120 days after its last mailing to the Participating Class Member, the Settlement
3 Administrator will also send the affected Participating Class Member a notice informing him or her that
4 Section III.E.11 of the Settlement Agreement hereby reads as follows:unless the check is cashed in the
5 next 60 days, it will expire and become non- negotiable, and offer to replace the check if it was lost or
6 misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this
7 notice, the funds from such uncashed checks will be sent to the The United Way
8 (<https://www.unitedway.org>) in the name of the Class Member thereby leaving no "unpaid residue" subject to
9 the requirements of California Code of Civil Procedure Section 384(b)."

10 2. Section III.F (*Release of Claims*) of the Settlement Agreement hereby reads as follows:

11 Participating Class Members. Upon entry of final judgment and payment by Defendant of the
12 Gross Settlement Amount in accordance with section III(E)(10) of this Agreement, Defendant
13 and the Released Parties shall be entitled to a release from the Participating Class Members as
14 follows:

15 for all claims alleged or which could have been alleged based on the legal theories, legal
16 authorities, or facts asserted in the Action, regardless of whether such claims arise under federal,
17 state or local law, statute, ordinance, regulation, common law, or other source of law, which
18 occurred during the Class Period ("Released Class Claims"). Released Class Claims also
19 includes all claims alleged or which could have been alleged based on the legal theories, legal
20 authorities, or facts asserted for civil penalties under the PAGA based on the Labor Code
21 violations alleged, in the Action, for the PAGA Period. The Released Class Claims include any
22 and all claims, causes of action, debts, liabilities, obligations, guarantees, including for damages,
23 wages, premiums, penalties, interest, attorneys' fees, costs, and any other form of relief or
24 remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including
25 monetary, injunctive, or declaratory relief, whether direct or indirect, whether under federal law
26 or the law of any state, which the Plaintiffs have or any Class Member has against the Released
27 Parties for any acts occurring during the Class Period that relate to the substantive claims
28 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.

Section III. F (*Release of Claims*) of the Settlement Agreement is hereby rescinded and the following new Section III.F.is replaced in lieu thereof:

Participating Class Members. 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, 246-248.7, 256, 510, 512, 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.

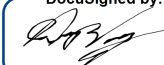
3. Except as otherwise amended by this First Amendment to the Joint Stipulation Re: Class Action Settlement, or as otherwise ordered by the Court, the Settlement Agreement shall remain unchanged.

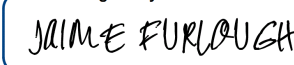
WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members, and Defendant have executed this First Amendment to the Class Action Settlement Agreement as of the dates set forth below.

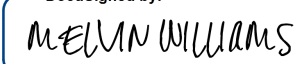
[remainder blank and signature page follows]

Dated: 7/22/2024 _____

PLAINTIFFS

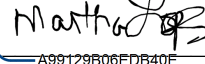
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277475B536714AD...
Anthony Vasquez

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Jamie Furlough

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Melvin Williams

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Michael Chen

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Martha Lopez

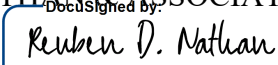
DEFENDANT XPRESS GLOBAL SYSTEMS, LLC

Dated: _____

By: Dale Davis
Its: Chief Operating Officer

Approved as to form and content:

Dated: 7/24/2024

DocuSigned by:

3AC2DBE408C347F...
Reuben D. Nathan, Esq.
Attorney for Plaintiffs and the Class

Dated: _____

SNELL & WILMER L.L.P.

Brook T. Barnes
Clint S. Engleson
Attorneys for Defendant Xpress Global Systems
LLC

Anthony Vasquez

Jamie Furlough

Melvin Williams

Michael Chen

Martha Lopez

Dated: 7/24/2024

DEFENDANT XPRESS GLOBAL SYSTEMS, LLC



By: Dale Davis
Its: Chief Operating Officer

Approved as to form and content:

Dated: _____

NATHAN & ASSOCIATES, APC

Reuben D. Nathan, Esq.
Attorney for Plaintiffs and the Class

Dated: 7.24.24

SNELL & WILMER L.L.P.



Brook T. Barnes
Clint S. Engleson
Attorneys for Defendant Xpress Global Systems
LLC

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