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Attorneys for Plaintiffs ANTHONY VASQUEZ, MELVIN WILLIAMS, JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN

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 [Assigned for all Purposes to the Hon. Michael Markman, Dept. 23] **SECOND SUPPLEMENTAL DECLARATION OF REUBEN D. NATHAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** DATE: August 1, 2024 TIME: 10:00 a.m. DEPT: 23 [Complaint filed: May 24, 2023]

SUPPLEMENTAL DECLARATION OF REUBEN D. NATHAN

I, REUBEN D. NATHAN, declare that:

1. I make this declaration of my personal knowledge and could testify thereto if called as a witness and I possess the experience and personal knowledge necessary to make the statements herein.

2. I am the principal attorney at the law firm of Nathan & Associates, APC ("RN"). I am co-counsel of record for Plaintiffs ANTHONY VASQUEZ, MELVIN WILLIAMS, JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN ("Plaintiffs") in this class action against XPRESS GLOBAL SYSTEMS LLC ("Defendant").

3. I am an attorney at law licensed to practice in the State of California and the District of Columbia, and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

4. I make this second supplemental declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and pursuant to the Court's Order dated June 27, 2024 ("Order").

5. A true and correct copy of the Plaintiffs' LWDA letter dated April 19, 2023 is attached hereto as "Exhibit 13."

6. A true and correct copy of the Plaintiffs' LWDA letter dated March 21, 2024 is attached hereto as "Exhibit 14."

7. A true and correct copy of the revised Class Notice is attached hereto as "Exhibit 15." The revised notice is also attached to the Amended Proposed Order, filed concurrently herewith.

8. A true and correct copy of the amended Settlement Agreement, executed by the Parties is attached hereto as "Exhibit 16" which identifies a residual beneficiary consistent with Code of Civil Procedure § 384. See Sect. III.E.11 of the amended Settlement Agreement per the Court's Order and the parties removed Labor Code 227.3 from the Release because it is not listed as a cause of action in the SAC or any of the PAGA notice letters.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on July 25, 2024, at Newport Beach, California.

Reuben D. Nathan

EXHIBIT 13

NATHAN
& ASSOCIATES, APC

2901 West Coast Highway ▪ Suite 200 ▪ Newport Beach, California 92663
▪ P: 949-270-2798 ▪ F: 949-209-0303

Reuben D. Nathan, Esq. E: rnathan@nathanlawpractice.com

April 19, 2023

Via Certified U.S. Mail & Online Submission to LWDA

Xpress Global Systems LLC
1537 New Hope Church Road
Tunnel Hill, GA 30755

Xpress Global Systems LLC
C/O CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833

Re: **Anthony Vasquez, Michael Chen, Jaime Furlough, and Melvin Williams *v. Xpress Global***
Notice Of Violations Pursuant To California Labor Code Section 2698, et seq.

Dear Sir or Madame:

This office represents Anthony Vasquez ("Vasquez"), Michael Chen ("Chen"), Jaime Furlough ("Furlough"), and Melvin Williams ("Williams") (collectively the "Clients" or "Plaintiffs"), current and former non-exempt employees of Xpress Global Systems LLC (collectively referred to as "XPRESS" or "Defendants" or "EMPLOYER" or "YOU" and referenced herein as "YOUR" and "YOURS"). XPRESS hired and employed Vaquez from approximately 4/21 to 11/22, Chen from approximately 12/21 through present date, Furlough from approximately 6/21 to 8/22, and William from approximately 3/19 through the present date as Drivers.

Pursuant to Cal. Labor Code § 2699.3, this notifies you that my Clients intend to seek penalties individually and as a representative for all California non-exempt former and current Drivers with routes restricted within the State of California, who are employed by XPRESS, at any time dating back one year until the present date (hereinafter, "Drivers, " "EMPLOYEES," "AGGRIEVED EMPLOYEES") against XPRESS and related DOE employers, presently unknown and subject to discovery and amendment, for violations of the California Labor Code Sections outlined herein based on the following facts.

Clients and EMPLOYEES suffered Labor Code violations for YOUR failure to provide/authorize uninterrupted meal and rest breaks or provide premium wages for missed/shortened/interrupted meal and rest breaks in lieu of, failure to reimburse expenses, failure to provide accurate wage statements, failure to timely pay wages, failure to maintain accurate employment records, failure to provide written notice pursuant to Labor Code § 2810.5, and failure to pay all wages due upon separation and are therefore entitled to penalties.

XPRESS is a Georgia limited liability company with its principal place of business in Tunnell Hill, Georgia (Collectively referred to as “XPRESS” or “Defendants” or "EMPLOYER" or "YOU" and referenced herein as "YOUR" and "YOURS")

Clients and EMPLOYEES were required to work off the clock as a result of XPRESS’ demands including, but not limited to responding by text/phone calls messages.

XPRESS failed to authorize Clients and those similarly situated EMPLOYEES to take 10-minute uninterrupted rest breaks where they were relieved of all duty for every four hours they worked or compensation in lieu of. In those instances, wherein XPRESS paid Clients and those similarly situated for missed/shortened/interrupted rest breaks, XPRESS miscalculated the premium wages payment owed to Clients and EMPLOYEES. Clients and similarly situated EMPLOYEES were also not provided off duty meal periods as mandated by the Labor Code or compensation in lieu of. XPRESS illegally and wrongfully excluded Clients from the meal and rest break requirements of California law. Thus, Clients and similarly situated XPRESS EMPLOYEES were denied meal and rest breaks, or were not paid the required one hour of premium pay for missed rest breaks and meal periods. Plaintiff and EMPLOYEES were not compensated at all or only received a portion of wages owed to them for missed/shortened/interrupted meal and/or rest breaks. Despite the above-mentioned meal/rest period violations, Defendants never compensated Plaintiff and EMPLOYEES at the regular rate as required by California law for each day on which meal and/or rest periods were not authorized or permitted.

Defendants failed to pay when due and on time, Plaintiff and EMPLOYEES the legal wages they earned or that were due, failed to provide all authorized meal and rest periods owed to Plaintiff and all other similarly situated EMPLOYEES, and failed to pay one (1) hour premium wages in lieu of Defendants’ failure to provide a meal and/or rest period. In those instances wherein Defendants paid Plaintiff and EMPLOYEES for a missed/shortened/interrupted meal and/or rest breaks, Defendant miscalculated the payment owed to Plaintiff and EMPLOYEES.

XPRESS’S failure to make payment of premium wages or a portion thereof for missed/shortened/interrupted meal and/or rest breaks were captured in wage statements issued to Plaintiff and EMPLOYEES that are deemed inaccurate and false pursuant to the Labor Code.

Defendants’ miscalculation for their failure to make payment of premium wages or a portion thereof for missed/shortened/interrupted meal and/or rest breaks were captured in wage statements issued to Clients and EMPLOYEES that are inaccurate and false.

XPRESS has made it difficult to account with precision for the unlawfully withheld wages owed to Clients and EMPLOYEES without an examination of all records during the liability period and failed to implement and to preserve a lawful record-keeping method as required for non-exempt employees including Drivers by California Labor Code section 226 and applicable California Wage Orders.

XPRESS failed to reimburse Clients and all EMPLOYEES for any of the expenses they incurred while working on behalf of XPRESS. Clients and EMPLOYEES were required to use their cell phones for a variety of purposes including but not limited to calling and texting and required to download the company app to obtain to update status on loads and deliveries (dispatch & office), customers, load info, address info, delivery info, directions (GPS), bill of lading sent, and group chat.

Pursuant to XPRESS'S uniform policy, Clients and similarly situated EMPLOYEES, were improperly denied meal and rest breaks or were not provided premium pay for missed/shortened/interrupted meal and rest breaks in lieu of, were deducted wages, were not provided accurate wage statements, were not timely paid wages, were not provided written notice pursuant to Labor Code § 2810.5, were not paid all wages due upon separation, failure to maintain accurate employment records, and not reimbursed expenses as required under California law. These facts also constitute violations and penalties of California Labor Code IWC Wage Order 9-2001, §§ 201-203, 204, 221-224, 225.5, 2751, 226, 226.7, 500-508, 510, 512, 515, 1194, 1198, 2800, *et seq*., 2802, 2810.5, 1174, 1174.5.

LEGAL THEORIES:

Labor Code Section 2698, et seq.:

EMPLOYER has engaged in Labor Code violations including but not limited to as described herein. Therefore, EMPLOYEES will be bringing a representative action to prosecute for penalties, pursuant to the Private Attorneys General Act. Labor Code Section 2699 states:"(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars ($500). (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation." For all violations not directly provided for herein by other penalty, by distinction of intent or lack thereof of or by other means, EMPLOYEES request penalties pursuant to this provision and will prosecute accordingly for said penalties in a representative action.

Labor Code Sections 201-203:

EMPLOYER willfully failed to pay, without abatement, EMPLOYEES upon discharge or quit. YOUR policy and practice is to refuse to pay EMPLOYEES all wages due and owing to them upon discharge or resignation. YOUR pay policies and practices violate Labor Code Sections 201, 202, 203 and 208. Labor Code Section 201 requires immediate payment of wages upon discharge. Labor Code Section 202 requires payment of all compensation due EMPLOYEES who voluntarily resigns within 72 hours of resignation. Labor Code Section 208 requires final payment of wages to discharged EMPLOYEES "at the place of discharge" and that all EMPLOYEES who resign must be paid at the office or agency of the EMPLOYER in the county where the EMPLOYEES have been performing labor.

YOUR policies and practice of failing to issue final paychecks to EMPLOYEES, without abatement or reduction, in a timely manner according to law places you in violation of these Labor Code provisions.

YOU do not timely pay all unpaid wages due to EMPLOYEES upon separation. Therefore, we intend to file claims for violations of the following code sections: Labor Code Sections 201, 202, 203, 208.

Labor Code Sections 204 and 210:

Section 204 of the California Labor Code states that all wages, other than those mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. In addition, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

YOUR policies and practices fail to provide full pay to EMPLOYEES in a timely manner by failure to pay all wages owed, failure to pay any wages for time worked, and failure to include non-discretionary bonus/commission in the premium pay rate for missed meal and rest breaks, and thereby failing to account for and pay all wages owed under California law. Each pay period, YOU failed/fail to pay timely and full payment to YOUR EMPLOYEES in violation of Labor Code Section 210. YOU therefore owe penalties accordingly.

Labor Code Sections 1174, 1174.5, and 2810.5:

YOU failed to maintain accurate employment records for all EMPLOYEES including, but not limited to time records, pay stubs, clock in and clock out, meal break periods, rest break periods, and the employment file itself. As a result, EMPLOYER has violated Labor Code section 1174, 1174.5, and 2810.5 for failing to maintain accurate records regarding employment of EMPLOYEES.

Labor Code Sections 226 and 226.3:

EMPLOYER failed to furnish, at the time of each payment of wages, to EMPLOYEES, an accurate itemized wage statement containing all the information set forth in Labor Code 226(a). YOUR policy and practice is to refuse to furnish to each of YOUR EMPLOYEES, at the time of each payment of wages, an accurate itemized wage statement showing the accurate hourly rate(s) applicable to EMPLOYEES.

YOUR policy and practice violates Labor Code Section 226. Labor Code Section 226 requires YOU to provide an accurate itemized statement with each payment of wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate units earned, 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four digits of employee's Social Security number, 8) Name and address of the legal entity of the employer, and 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per week, in the corresponding period.

EMPLOYER policy and practice of failing to furnish to each EMPLOYEE an accurate itemized wage statement for the EMPLOYEES, according to law, places YOU in violation of Labor Code Section 226. Further, Labor Code Section 226.3 states: Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. YOU are in violation of Labor Code Section 226 and therefore EMPLOYEES will be pursuing penalties pursuant to Labor Code Section 226.3 in addition to remedies under Labor Code 226(e).

Labor Code Sections 510, 1194, 1198

Clients and EMPLOYEES were required to work off the clock including but not limited to responding to calls, text messages, and use of the XPRESS' app.

Labor Code Section 226.7 and 512:

YOUR policies and practices are to refuse to provide/authorize EMPLOYEES meal and/or rest periods as detailed above. Labor Code Section 512 and Cal. Code Reg., Tit. 8, Section 11050(11) require the YOU to provide an uninterrupted thirty minute off duty meal break to EMPLOYEES who work more than five hours per day and a second thirty-minute meal break to those working more than ten hours per day. YOU regularly failed to provide meal breaks as required by law. Therefore, YOUR policies and practices violate Labor Code Section 512 and Cal. Code Reg., Tit. 8, Section 11050(11).

Similarly, Cal. Code Reg., Tit. 8, Section 11050(12) and Labor Code Section 512 provide that YOU must authorize and permit an off duty consecutive ten minutes of paid rest break for four every hours of work or fraction thereof. It is YOUR policy and practice to fail to authorize and permit EMPLOYEES with the required uninterrupted and off duty consecutive ten (10) minute rest period per four (4) hours or major fraction thereof.

Clients and EMPLOYEES were denied meal and rest breaks, or were not paid the required one hour of premium pay for missed rest breaks and meal periods. In those instances wherein XPRESS paid Clients and those similarly situated EMPLOYEES for missed/shortened/interrupted rest breaks, XPRESS miscalculated the payment owed to Clients and EMPLOYEES. Clients and EMPLOYEES were not compensated at all or only received a portion of wages owed to them for missed/shortened/interrupted meal and/or rest breaks. Despite the above-mentioned meal/rest period violations, Defendants never compensated Plaintiff and EMPLOYEES at the regular rate as required by California law for each day on which meal and/or rest periods were not authorized or permitted.

YOUR policies and practices of refusing to provide/authorize meal and/or rest periods for EMPLOYEES and YOUR failure to properly pay one hour of pay for instances where the rest/meal breaks were noncompliant, according to law, places you in violation of these Labor Code and California Code Regulation provisions. Labor Code 226.7 states that, "[i]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Thus, EMPLOYER owes meal period and rest period premiums to its EMPLOYEES. We therefore intend to file claims for violations of Labor Code Sections 226.7, 512 and 8 Cal. Code Reg. Sections 11050(11) & (12).

Labor Code Sections 2800, et seq.:

EMPLOYER violated Labor Code Section 2800, et seq. by failing to reimburse Clients and EMPLOYEES for expenses incurred on behalf of EMPLOYER while performing work on behalf of EMPLOYER. Clients and EMPLOYEES incurred cell phone charges while performing work for EMPLOYER. EMPLOYER failed to reimburse Clients and all EMPLOYEES for any of the expenses they incurred while working on behalf of EMPLOYER. Clients and EMPLOYEES were required to use their cell phones for a variety of purposes including but not limited to calling and texting and required to download the company app to obtain to update status on loads and deliveries (dispatch & office), customers, load info, address info, delivery info, directions (GPS), bill of lading sent, and group chat.

The purpose of this letter is to satisfy the requirement created by Labor Code § 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to a determination of whether the Labor Workforce Development Agency intend to take any action in reference to these claims. We kindly ask that you respond to this notice according to the timeframe contemplated by the code. Otherwise, my Clients will seek these penalties on their own behalf and on behalf of all EMPLOYEES within the one year preceding the date of this letter, as allowed by law.

My clients will seek these penalties on their own behalf and on behalf of all other similarly situated current and former California based employees within one year of the date of the original letters issued, as allowed by law.

Please feel free to contact me with any questions or concerns.

Kind regards,

/s/ Reuben D. Nathan
Reuben D. Nathan,
Attorneys for Anthony Vasquez, Michael Chen,
Jaime Furlough, and Melvin Williams

EXHIBIT 14

NATHAN & ASSOCIATES, APC

2901 West Coast Highway ▪ Suite 200 ▪ Newport Beach, California 92663
▪ P: 949-270-2798 ▪ F: 949-209-0303

Reuben D. Nathan, Esq. E: rnathan@nathanlawpractice.com

March 21, 2024

Via Certified U.S. Mail & Online Submission to LWDA

Xpress Global Systems LLC
1537 New Hope Church Road
Tunnel Hill, GA 30755

Xpress Global Systems LLC
C/O CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Ste. 150N
Sacramento, CA 95833

Re: **Anthony Vasquez, et al. *v. Xpress Global, et al.***
Amended Notice Of Violations Pursuant To California Labor Code Section 2698, et seq.

Dear Sir or Madame:

This office represents Anthony Vasquez ("Vasquez"), Michael Chen ("Chen"), Jaime Furlough ("Furlough"), Melvin Williams ("Williams"), and Martha Lopez ("Lopez") (collectively the "Clients" or "Plaintiffs"), current and former non-exempt employees of Xpress Global Systems LLC (collectively referred to as "XPRESS" or "Defendants" or "EMPLOYER" or "YOU" and referenced herein as "YOUR" and "YOURS"). XPRESS hired and employed Vaquez from approximately 4/21 to 11/22, Chen from approximately 12/21 through present date, Furlough from approximately 6/21 to 8/22, and William from approximately 3/19 through the present date as Drivers, and Martha Lopez from approximately February 2022 through December 2023, as a Dispatcher.

Pursuant to Cal. Labor Code § 2699.3, this notifies you that my Clients intend to seek penalties individually and as a representative for all California non-exempt former and current Drivers and Dispatchers with routes restricted within the State of California, who are employed by XPRESS, at any time dating back one year until the present date (hereinafter, "EMPLOYEES," "AGGRIEVED EMPLOYEES") against XPRESS and related DOE employers, presently unknown and subject to discovery and amendment, for violations of the California Labor Code Sections outlined herein based on the following facts.

Clients and EMPLOYEES suffered Labor Code violations for YOUR failure to provide/authorize uninterrupted meal and rest breaks or provide premium wages for missed/shortened/interrupted meal and rest breaks in lieu of, failure to reimburse expenses, failure to provide accurate wage statements, failure to timely pay wages, failure to maintain accurate employment records, failure to provide written notice pursuant to Labor Code § 2810.5, failure to pay sick time pay, and failure to pay all wages due upon separation and are therefore entitled to penalties.

XPRESS is a Georgia limited liability company with its principal place of business in Tunnell Hill, Georgia (Collectively referred to as “XPRESS” or “Defendants” or "EMPLOYER" or "YOU" and referenced herein as "YOUR" and "YOURS")

Clients and EMPLOYEES were required to work off the clock as a result of XPRESS’ demands including, but not limited to responding by text/phone calls messages.

XPRESS failed to authorize Clients and those similarly situated EMPLOYEES to take 10-minute uninterrupted rest breaks where they were relieved of all duty for every four hours they worked or compensation in lieu of. In those instances, wherein XPRESS paid Clients and those similarly situated for missed/shortened/interrupted rest breaks, XPRESS miscalculated the premium wages payment owed to Clients and EMPLOYEES. Clients and similarly situated EMPLOYEES were also not provided off duty meal periods as mandated by the Labor Code or compensation in lieu of. XPRESS illegally and wrongfully excluded Clients from the meal and rest break requirements of California law. Thus, Clients and similarly situated XPRESS EMPLOYEES were denied meal and rest breaks, or were not paid the required one hour of premium pay for missed rest breaks and meal periods. Plaintiff and EMPLOYEES were not compensated at all or only received a portion of wages owed to them for missed/shortened/interrupted meal and/or rest breaks. Despite the above-mentioned meal/rest period violations, Defendants never compensated Plaintiff and EMPLOYEES at the regular rate as required by California law for each day on which meal and/or rest periods were not authorized or permitted.

Defendants failed to pay when due and on time, Plaintiff and EMPLOYEES the legal wages they earned or that were due, failed to provide all authorized meal and rest periods owed to Plaintiff and all other similarly situated EMPLOYEES, and failed to pay one (1) hour premium wages in lieu of Defendants’ failure to provide a meal and/or rest period. In those instances wherein Defendants paid Plaintiff and EMPLOYEES for a missed/shortened/interrupted meal and/or rest breaks, Defendant miscalculated the payment owed to Plaintiff and EMPLOYEES.

XPRESS’S failure to make payment of premium wages or a portion thereof for missed/shortened/interrupted meal and/or rest breaks were captured in wage statements issued to Plaintiff and EMPLOYEES that are deemed inaccurate and false pursuant to the Labor Code.

Defendants’ miscalculation for their failure to make payment of premium wages or a portion thereof for missed/shortened/interrupted meal and/or rest breaks were captured in wage statements issued to Clients and EMPLOYEES that are inaccurate and false.

XPRESS has made it difficult to account with precision for the unlawfully withheld wages owed to Clients and EMPLOYEES without an examination of all records during the liability period and failed to implement and to preserve a lawful record-keeping method as required for non-exempt employees including Drivers and Dispatchers by California Labor Code section 226 and applicable California Wage Orders.

XPRESS failed to reimburse Clients and all EMPLOYEES for any of the expenses they incurred while working on behalf of XPRESS. Clients and EMPLOYEES were required to use their cell phones for a variety of purposes including but not limited to calling and texting and required to download the company app to obtain to update status on loads and deliveries (dispatch & office), customers, load info, address info, delivery info, directions (GPS), bill of lading sent, and group chat.

Pursuant to XPRESS'S uniform policy, Clients and similarly situated EMPLOYEES, were improperly denied meal and rest breaks or were not provided premium pay for missed/shortened/interrupted meal and rest breaks in lieu of, were deducted wages, were not provided accurate wage statements, were not timely paid wages, were not provided written notice pursuant to Labor Code § 2810.5, were not paid all wages due upon separation, failure to maintain accurate employment records, and not reimbursed expenses as required under California law. These facts also constitute violations and penalties of California Labor Code IWC Wage Order 9-2001, §§ 201-203, 204, 221-224, 225.5, 2751, 226, 226.7, 246, *et seq*., 233, 500-508, 510, 512, 515, 1194, 1198, 2800, *et seq*., 2802, 2810.5, 1174, 1174.5.

LEGAL THEORIES:

Labor Code Section 2698, et seq.:

EMPLOYER has engaged in Labor Code violations including but not limited to as described herein. Therefore, EMPLOYEES will be bringing a representative action to prosecute for penalties, pursuant to the Private Attorneys General Act. Labor Code Section 2699 states:"(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: (1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars ($500). (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation." For all violations not directly provided for herein by other penalty, by distinction of intent or lack thereof of or by other means, EMPLOYEES request penalties pursuant to this provision and will prosecute accordingly for said penalties in a representative action.

Labor Code Sections 201-203:

EMPLOYER willfully failed to pay, without abatement, EMPLOYEES upon discharge or quit. YOUR policy and practice is to refuse to pay EMPLOYEES all wages due and owing to them upon discharge or resignation. YOUR pay policies and practices violate Labor Code Sections 201, 202, 203 and 208. Labor Code Section 201 requires immediate payment of wages upon discharge. Labor Code Section 202 requires payment of all compensation due EMPLOYEES who voluntarily resigns within 72 hours of resignation. Labor Code Section 208 requires final payment of wages to discharged EMPLOYEES "at the place of discharge" and that all EMPLOYEES who resign must be paid at the office or agency of the EMPLOYER in the county where the EMPLOYEES have been performing labor.

YOUR policies and practice of failing to issue final paychecks to EMPLOYEES, without abatement or reduction, in a timely manner according to law places you in violation of these Labor Code provisions.

YOU do not timely pay all unpaid wages due to EMPLOYEES upon separation. Therefore, we intend to file claims for violations of the following code sections: Labor Code Sections 201, 202, 203, 208.

Labor Code Sections 204 and 210:

Section 204 of the California Labor Code states that all wages, other than those mentioned in 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. In addition, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

YOUR policies and practices fail to provide full pay to EMPLOYEES in a timely manner by failure to pay all wages owed, failure to pay any wages for time worked, and failure to include non-discretionary bonus/commission in the premium pay rate for missed meal and rest breaks, and thereby failing to account for and pay all wages owed under California law. Each pay period, YOU failed/fail to pay timely and full payment to YOUR EMPLOYEES in violation of Labor Code Section 210. YOU therefore owe penalties accordingly.

Labor Code Sections 1174, 1174.5, and 2810.5:

YOU failed to maintain accurate employment records for all EMPLOYEES including, but not limited to time records, pay stubs, clock in and clock out, meal break periods, rest break periods, and the employment file itself. As a result, EMPLOYER has violated Labor Code section 1174, 1174.5, and 2810.5 for failing to maintain accurate records regarding employment of EMPLOYEES.

Labor Code Sections 226 and 226.3:

EMPLOYER failed to furnish, at the time of each payment of wages, to EMPLOYEES, an accurate itemized wage statement containing all the information set forth in Labor Code 226(a). YOUR policy and practice is to refuse to furnish to each of YOUR EMPLOYEES, at the time of each payment of wages, an accurate itemized wage statement showing the accurate hourly rate(s) applicable to EMPLOYEES.

YOUR policy and practice violates Labor Code Section 226. Labor Code Section 226 requires YOU to provide an accurate itemized statement with each payment of wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate units earned, 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four digits of employee's Social Security number, 8) Name and address of the legal entity of the employer, and 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per week, in the corresponding period.

EMPLOYER policy and practice of failing to furnish to each EMPLOYEE an accurate itemized wage statement for the EMPLOYEES, according to law, places YOU in violation of Labor Code Section 226. Further, Labor Code Section 226.3 states: Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. YOU are in violation of Labor Code Section 226 and therefore EMPLOYEES will be pursuing penalties pursuant to Labor Code Section 226.3 in addition to remedies under Labor Code 226(e).

Labor Code Sections 510, 1194, 1198

Clients and EMPLOYEES were required to work off the clock including but not limited to responding to calls, text messages, and use of the XPRESS' app.

Labor Code Section 226.7 and 512:

YOUR policies and practices are to refuse to provide/authorize EMPLOYEES meal and/or rest periods as detailed above. Labor Code Section 512 and Cal. Code Reg., Tit. 8, Section 11050(11) require the YOU to provide an uninterrupted thirty minute off duty meal break to EMPLOYEES who work more than five hours per day and a second thirty-minute meal break to those working more than ten hours per day. YOU regularly failed to provide meal breaks as required by law. Therefore, YOUR policies and practices violate Labor Code Section 512 and Cal. Code Reg., Tit. 8, Section 11050(11).

Similarly, Cal. Code Reg., Tit. 8, Section 11050(12) and Labor Code Section 512 provide that YOU must authorize and permit an off duty consecutive ten minutes of paid rest break for four every hours of work or fraction thereof. It is YOUR policy and practice to fail to authorize and permit EMPLOYEES with the required uninterrupted and off duty consecutive ten (10) minute rest period per four (4) hours or major fraction thereof.

Clients and EMPLOYEES were denied meal and rest breaks, or were not paid the required one hour of premium pay for missed rest breaks and meal periods. In those instances wherein XPRESS paid Clients and those similarly situated EMPLOYEES for missed/shortened/interrupted rest breaks, XPRESS miscalculated the payment owed to Clients and EMPLOYEES. Clients and EMPLOYEES were not compensated at all or only received a portion of wages owed to them for missed/shortened/interrupted meal and/or rest breaks. Despite the above-mentioned meal/rest period violations, Defendants never compensated Plaintiff and EMPLOYEES at the regular rate as required by California law for each day on which meal and/or rest periods were not authorized or permitted.

YOUR policies and practices of refusing to provide/authorize meal and/or rest periods for EMPLOYEES and YOUR failure to properly pay one hour of pay for instances where the rest/meal breaks were noncompliant, according to law, places you in violation of these Labor Code and California Code Regulation provisions. Labor Code 226.7 states that, "[i]f an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Thus, EMPLOYER owes meal period and rest period premiums to its EMPLOYEES. We therefore intend to file claims for violations of Labor Code Sections 226.7, 512 and 8 Cal. Code Reg. Sections 11050(11) & (12).

Labor Code Sections 2800, et seq.:

EMPLOYER violated Labor Code Section 2800, et seq. by failing to reimburse Clients and EMPLOYEES for expenses incurred on behalf of EMPLOYER while performing work on behalf of EMPLOYER. Clients and EMPLOYEES incurred cell phone charges while performing work for EMPLOYER. EMPLOYER failed to reimburse Clients and all EMPLOYEES for any of the expenses they incurred while working on behalf of EMPLOYER. Clients and EMPLOYEES were required to use their cell phones for a variety of purposes including but not limited to calling and texting and required to download the company app to obtain to update status on loads and deliveries (dispatch & office), customers, load info, address info, delivery info, directions (GPS), bill of lading sent, and group chat.

Labor Code section 246, *et seq*. and 233

Pursuant to Labor Code Section 246(1), EMPLOYER was/is required to pay sick time pay to non-exempt employees at the employee's "regular rate of pay." Under California law, the determination of regular rate of pay for purposes of determining sick leave pay must include the employee's commissions, bonuses, or other non-hourly compensation. EMPLOYEES were not paid all accrued sick leave due to EMPLOYERS including the method of calculating the regular rate. Pursuant to Labor Code Section 233, "any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5." EMPLOYER failed to pay EMPLOYEES their sick leave.

As stated herein above, Labor Code Section 233 (d) states, "Any employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day's pay, whichever is greater, and to appropriate equitable relief" and allows for an employee to bring a civil action for the remedies provided under Labor Code Section 233 and for reasonable attorney's fees. EMPLOYEES seek unpaid sick leave pay, interest, penalties, and attorney's fees and costs.

The purpose of this letter is to amend the original letter and to satisfy the requirement created by Labor Code § 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to a determination of whether the Labor Workforce Development Agency intend to take any action in reference to these claims. We kindly ask that you respond to this notice according to the timeframe contemplated by the code. Otherwise, my Clients will seek these penalties on their own behalf and on behalf of all EMPLOYEES within the one year preceding the date of this letter, as allowed by law.

My clients will seek these penalties on their own behalf and on behalf of all other similarly situated current and former California based employees within one year of the date of the original letters issued, as allowed by law.

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Please feel free to contact me with any questions or concerns.

Kind regards,

/s/ Reuben D. Nathan
Reuben D. Nathan,
Attorneys for Anthony Vasquez, Michael Chen,
Jaime Furlough, Melvin Williams, and Martha Lopez

EXHIBIT 15

<u>NOTICE OF CLASS ACTION SETTLEMENT</u>

***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 ______________, 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 __________, 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, __________, at (xxx) xxx-xxxx.

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. What is the Action and Settlement about?

Plaintiffs assert claims on behalf of themselves and other non-exempt employees who worked for XPRESS in California during the Class Period. Plaintiffs allege that XPRESS failed to reimburse business expenses, failed to pay overtime, failed to provide meal or rest periods, failed to provide accurate wage statements, and failed to pay all wages due upon separation, among other claims. XPRESS denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. That notwithstanding, each side has decided to amicably resolve this matter rather than continue to trial.

The parties reached a settlement, subject to Court approval, to resolve all claims asserted in the Action. Plaintiffs believe the Settlement is fair, adequate, and reasonable, and is in the best interest of Settlement Class Members. By agreeing to settle, XPRESS is not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or representative action. The Court has not ruled on the merits of the Plaintiffs' claims or XPRESS' defenses (which means the court has not decided who is right or wrong).

On DATE, the Court issued an order preliminarily approving the proposed Settlement, approving this Notice and setting deadlines and a final approval hearing date. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for INSERT DATE ("Final Approval Hearing"). See below for details.

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 EMPLOYMNT 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
1411 N. Batavia St., Suite 105, Orange, California 92867
Fax: (949) 209-2503
Email: jarrrod@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 DATE 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 DATE 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 **DATE** 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 **DATE**. 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 XXX at __: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: ________________________________. 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 www.xxxxxx. 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
1411 N. Batavia St., Suite 105, Orange, California 92867
Tel: (800)523-5773/Fax: (949) 209-2503
Email: Taylor@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.

EXHIBIT 16

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**

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

The Settlement Agreement is hereby revised as follows:

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

"Uncashed Settlement Share Checks. A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement 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, credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non- negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be sent to the State of California's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b)."

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

"Uncashed Settlement Share Checks. A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement 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, credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that Section III.E.11 of the Settlement Agreement hereby reads as follows:unless the check is cashed in the next 60 days, it will expire and become non- negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be sent to the The United Way (https://www.unitedway.org) in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b)."

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

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, 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

DocuSigned by:
277475B53C714AB...
Anthony Vasquez

DocuSigned by:
JAIME FURLOUGH
FC3A614EA2434EA...
Jamie Furlough

DocuSigned by:
MELVIN WILLIAMS
8422EDFBA5AE450...
Melvin Williams

DocuSigned by:
0A300446AAEC4B0...
Michael Chen

DocuSigned by:
Martha Lopez
A99129B06EDB40E...
Martha Lopez

Dated: ______________________

DEFENDANT XPRESS GLOBAL SYSTEMS, LLC

____
By: Dale Davis
Its: Chief Operating Officer

Approved as to form and content:

Dated: 7/24/2024

NATHAN & ASSOCIATES, APC

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

Dated: ______________________

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Dated: 7/24/2024

DEFENDANT XPRESS GLOBAL SYSTEMS, LLC

Dale Davis

By: Dale Davis
Its: Chief Operating Officer

Approved as to form and content:

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