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15 JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN

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

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

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Plaintiffs,

vs.

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

Defendant.

Case No. 23CV034375

[Assigned for all Purposes to the Hon. Michael
Markman, Dept. 23]

**SUPPLEMENTAL DECLARATION OF
REUBEN D. NATHAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: June 27, 2024

TIME: 10:00 a.m.

DEPT: 23

[Complaint filed: May 24, 2023]

1 **SUPPLEMENTAL DECLARATION OF REUBEN D. NATHAN**

2 I, REUBEN D. NATHAN, declare that:

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

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

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

13 4. I make this supplemental declaration in support of Plaintiffs’ Unopposed Motion for
14 Preliminary Approval of Class Action Settlement.

15 5. A true and correct copy of the Parties’ fully-executed Settlement Agreement is
16 attached hereto as “Exhibit 6.”

17 6. Phoenix Class Administration Solutions (“Phoenix”), an experienced third-party
18 claims administrator, will handle all aspects of the notice process and settlement administration. A
19 true and correct copy of the Declaration of Jodey Lawrence of Phoenix Class Action Administration
20 Solutions in Support of Plaintiff’s Motion for Preliminary Approval is attached hereto as “Exhibit 7.”

21 7. A true and correct copy of the Declaration of Anthony Vasquez in Support of
22 Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement is attached hereto
23 as “Exhibit 8.”

24 8. A true and correct copy of the Declaration of Melvin Williams in Support of Plaintiffs’
25 Unopposed Motion for Preliminary Approval of Class Action Settlement is attached hereto as
26 “Exhibit 9.”

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9. A true and correct copy of the Declaration of Jaime Furlough in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement is attached hereto as “Exhibit 10.”

10. A true and correct copy of the Declaration of Michael Chen in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement is attached hereto as “Exhibit 11.”

11. A true and correct copy of the Declaration of Martha Lopez in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement is attached hereto as “Exhibit 12.”

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 June 20, 2024, at Newport Beach, California.


Reuben D. Nathan

EXHIBIT 6

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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Anthony Vasquez, Jamie Furlough, Melvin Williams, Michael Chen, and Martha Lopez (“Plaintiffs”), on behalf of themselves and all similarly-situated individuals and aggrieved employees, and Defendant Xpress Global Systems, LLC (“XGS” or “Defendant”), subject to the approval of the Court, that the Settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions to be filed for approval by the Court. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class and Private Attorneys General Act of 2004 (“PAGA”) Action lawsuit filed and pending in California Superior Court for Alameda County which is captioned *Anthony Vasquez, et al. v. Xpress Global Systems, LLC*, Case No. 23CV034375.
- B. “Aggrieved Employees” means all current and former employees of Defendant who worked for Defendant in a non-exempt position or in a dispatcher position in California at any point during the PAGA Period.
- C. “Class” means all current and former employees of Defendant who worked for Defendant in a non-exempt position or in a dispatcher position in California at any point during the Class Period.
- D. “Class Counsel” means Reuben D. Nathan of Nathan & Associates, APC, and Brian J. Kowalski of Kowalski Employment Law Corporation.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses incurred in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; and, his or her dates of employment and/or number of weeks worked during the Class Period as a Class Member.
- G. “Class Member” is a member of the Class.
- H. “Class Notice” or “Class Notice Packet” means the Notice of Proposed Settlement of Class Action to be provided to the Class Members by the Settlement Administrator in the forms set forth as Exhibit A to this Agreement (other than

formatting changes to facilitate printing by the Settlement Administrator).

- I. “Class Period” means the time period between November 13, 2021, and January 31, 2024.
- J. “Class Representative Service Payments” means the service payment made to Plaintiffs in their capacities as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
- K. “Court” means the Superior Court of California, County of Alameda.
- L. “Defendant” means Xpress Global Systems, LLC.
- M. “Defendant’s Counsel” means Bradley M. Davis of Chambliss, Bahner & Stophel, P.C., and Brook Barnes and Clint Engleson of Snell & Wilmer L.L.P.
- N. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(P) of this Agreement.
- O. “Election Not to Participate in Settlement” means the completed Opt Out Form submitted by a Class Member to exclude himself or herself from the Class Settlement submitted in accordance with the instructions in the Class Notice. Such a written request will have no effect on one’s inclusion in the PAGA Settlement.
- P. “Final” means the last of the following dates, as applicable:
 - 1. The last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 2. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- Q. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- R. “Gross Settlement Amount” means Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) to be paid by Defendant as provided by this Agreement. This amount is without any reversion to Defendant or any of the Released Parties and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the PAGA

Payment contemplated in this Agreement, and any employer payroll taxes due on the portion of the Settlement Shares allocated as wages.

- S. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Labor Workforce Development Agency (“LWDA”) Payment, the Settlement Administration Expenses, and any employer payroll taxes due on the portion of the Settlement Shares allocated as wages.
- U. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- V. “PAGA Period” means the period of time from May 24, 2022, to January 31, 2024.
- W. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- X. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Y. “Plaintiffs” means Anthony Vasquez, Jamie Furlough, Melvin Williams, Michael Chen, and Martha Lopez.
- Z. “Released Parties” means Defendant and any of its past or present affiliated and related entities and all of its and their past or present partners, parents, subsidiaries, trustees, affiliates, divisions, insurers, re-insurers, successors and assigns and any of its and their past or present directors, officers, owners, principals, attorneys, trustees, heirs, administrators, agents, representatives, employees or assigns (whether acting as agents for any other Released Parties or in their individual capacities), any employment benefit plan sponsored by Defendant, and such plans’ administrators, fiduciaries, trustees, insurers and re- insurers.
- AA. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means Phoenix Class Administration Solutions selected by the Parties to be appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

- DD. “Total Workweeks” means the total amount of workweeks worked by Class Members during the Class Period, estimated by Defendant to be 11,837 workweeks.

II. RECITALS

- A. On or about May 24, 2023, Plaintiffs notified the LWDA of their intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).
- B. The LWDA has had an opportunity to investigate Plaintiffs’ claims as required by the Labor Code. The LWDA took no action in response to Plaintiffs’ notice.
- C. On May 24, 2023, Plaintiffs Anthony Vasquez, Jamie Furlough, Melvin Williams, and Michael Chen filed a putative class action Complaint in Alameda Superior Court (Case No. 23CV034375) on behalf of themselves and all allegedly similarly situated individuals, asserting causes of action for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime; (3) Failure to Reimburse Business Expenses; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Timely Pay Wages Upon Separation; and (8) Unfair Competition. On July 26, 2023, the same Plaintiffs filed a First Amended Complaint, adding a cause of action for civil penalties pursuant to PAGA for the underlying Labor Code violations.
- D. On August 29, 2023, Defendant filed a general denial with affirmative defenses to the Action.
- E. During the course of the litigation of the Action, the Parties engaged in informal discovery. Defendant produced to Plaintiffs information including, but not limited to: (1) Defendant’s policies and other relevant documents; (2) time and payroll data for the Class Members and Aggrieved Employees; and (3) wage statements for Plaintiffs and other Class Members.
- F. On January 2, 2024, the Parties participated in an all-day mediation with the Hon. Carl West (Ret.), a respected mediator of wage and hour class actions. The Parties did not reach an agreement that day, but Judge West continued to assist in settlement negotiations over the following weeks and the Parties ultimately reached the terms of an agreement.
- G. During the course of settlement negotiations, Defendant agreed to allow Plaintiffs to file an operative Second Amended Complaint, adding named Plaintiff Martha Lopez and claims Plaintiffs discovered in the course of their investigation.
- H. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any claim in the Action has merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The

Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. *Gross Settlement Amount.* Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Three Hundred Seventy-Five Thousand Dollars (\$375,000.00). This amount is inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. *Payments from the Gross Settlement Amount.* Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 1. To Plaintiffs: In addition to the Settlement Share to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$2,500 apiece for Class Representative Service Payments. The Settlement Administrator will pay the Class Representative Service Plaintiffs shall receive \$7,500 apiece in exchange for a 1542 waiver. Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$2,500 to each Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. To receive the payments, Plaintiffs agree to 1542 waivers and general releases of all claims as set forth below. Subject to approval by the Court, the Class Representative Service Payments shall be reported on IRS Form 1099.
 2. To Class Counsel: Class Counsel will apply to the Court for an award of not more than forty percent (40%) of the Gross Settlement Amount, which is presently \$150,000, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as evidenced via supporting documentation and declaration presented to the Court as their Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$150,000 and \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The Settlement Administrator will be instructed jointly

by Class Counsel as to the allocation of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as between them, as follows: 50% to Nathan & Associates, APC, and 50% to Kowalski Employment Law Corporation. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses. The Parties explicitly agree and recognize that Defendant incurs no obligation in this Settlement to ensure any particular allocation of these payments between Class Counsel and has no obligation other than to tender these amounts to the Settlement Administrator for distribution as part of the Gross Settlement Amount.

3. To the LWDA: The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$2,500) will remain in the Net Settlement Amount for distribution to the Aggrieved Employees based upon their respective workweeks worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Class Counsel shall notify the Labor and Workforce Development Agency of this Settlement as required by statute.
4. To the Settlement Administrator: The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$10,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. *Payments From the Net Settlement Amount.* The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required for Participating Class Members to be paid.
2. Calculation. Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated by: (a) dividing the Net Settlement Amount by the total number of weeks worked for all Participating Class Members that occurred during the Class Period according to Defendant's records, or as estimated using the Participating Class Members' dates of employment, and (b) multiplying the result by each individual Participating Class Member's weeks worked

or estimated using dates of employment that occurred during the Class Period. Defendant's records shall control, but Class Members will have the right to challenge the number of work weeks.

3. Withholding.

- a. Subject to approval by the Court, 33.4% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. Defendant shall be separately responsible for the employer share of payroll taxes on the Wage Portion of each Settlement Share distributed to the Participating Class Members.
- b. Subject to approval by the Court, 33.3% of each Participating Class Member's Settlement Share is in settlement of claims for interest and 33.3% of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively, the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.

4. Effect of Non-Participating Class Members. Non-Participating Class Members will receive no Settlement Share, except as provided in section III(E)(4)(c) with respect to the PAGA Payment, if applicable, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

- D. *Appointment of Settlement Administrator.* The Parties have mutually agreed to ask the Court to appoint Phoenix Class Administration Solutions as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax forms required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the

calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. *Procedure for Approving Settlement.*

1. Second Amended Complaint. After Execution of this Settlement Agreement, Plaintiffs will prepare a Second Amended Complaint, adding named Plaintiff Martha Lopez and claims Plaintiffs discovered in the course of their investigation. Defendant will have an opportunity to review the Second Amended Complaint. Once the Parties agree to a final version of the Second Amended Complaint, the Parties will submit a joint stipulation and proposed order asking the Court to file the Second Amended Complaint.
2. Motion for Preliminary Approval of Settlement by the Court.
 - a. After Execution of this Settlement Agreement and the filing of the Second Amended Complaint, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). The Parties will work together in good faith to resolve any disagreements concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement and may seek the assistance of the mediator to resolve any such disagreements.
 - b. If the Court declines to preliminarily approve material aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Court and to propose a revised Settlement for the Court's approval, if necessary.
3. Notice to Class Members. After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - a. No later than fourteen (14) calendar days after the Court enters an

Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III(D), or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 7 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of

Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received. The Settlement Administrator will forward, via email, copies of any objections received to Class Counsel and Defendant's Counsel as soon as practicable upon receipt.

- e. Not later than 20 days before the date by which the Plaintiffs file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide Class Counsel and Defense Counsel a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the number of valid and timely opt outs and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- 4. Objections to Settlement; Disputes as to Shifts allocated to Class Members; Elections Not to Participate in Settlement. Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to work weeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. *Objections to Settlement.* The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, who will promptly provide copies to Class Counsel and Defendant's Counsel, and postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except as provided in section III(E)(4)(c) *infra* with regard to objections made to the PAGA

portion of the Settlement.

- b. *Disputes as to Weeks Worked.* Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of work weeks the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable.

- c. *Election Not to Participate in Settlement.* The Class Notice will also provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. An Opt Out Form to effectuate the Election Not to Participate in Settlement will be included in the Class Notice Packet. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. Individuals meeting the definition of Aggrieved Employees who exclude themselves from the Class Settlement shall nonetheless be bound by the Judgment of the PAGA claim and will receive their proportionate share of the PAGA Payment. A Non-Participating Class Member will otherwise not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement except as to the right of any Aggrieved Employee, to the extent required by law, to object to the terms of the PAGA portion of this Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a

Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. *Report.* Not later than seven (7) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

5. Right to Rescind Agreement. If more than ten percent (10%) of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the sole right, but not the obligation, to void the Settlement. To exercise its right to void the Settlement pursuant to this Paragraph, Defendant must notify Plaintiffs and the Court of its election to do so not later than ten (10) calendar days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received. If the actual Total Workweeks is 10% more than the represented amount in section I above, Plaintiffs will have the sole right, but not the obligation, to void the Settlement. To exercise their right to void the Settlement pursuant to this Paragraph, Plaintiffs must notify Defendant and the Court of their election to do so not later than ten (10) calendar days after the Settlement Administrator provides the Parties with the actual Total Workweeks it used to calculate Participating Class Members' estimated share or shares of the Net Settlement Amount for purposes of preparing the Class Notice Packets, as set forth in section III(C)(2), above. In the event Defendant or Plaintiffs exercise their right to void the Settlement under the terms of this Paragraph, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that the Party voiding the Settlement will pay the Settlement Administration Expenses incurred as of the date that Party exercises its right to void the Settlement pursuant to this Paragraph.
6. No Solicitation. The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage, directly or indirectly, any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.
7. Additional Briefing and Final Approval.
 - a. As ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

- b. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs will file with the Court a Motion for Final Approval of the Settlement. Plaintiffs will provide drafts of their Motion for Final Approval papers to Defendant sufficiently in advance of their filing for Defendant to review.
 - c. If any opposition is filed, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post- Judgment matters as may be appropriate under court rules or applicable law.
8. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel, hereby waive any and all rights to appeal from the Judgment, including all rights to any post- judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

9. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

10. Timing of Settlement Funding and Provision of Settlement Shares and Other Payments. Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) days of the Effective Date. Within thirty (30) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the LWDA Payment in accordance with this Agreement. This is a non-reversionary settlement.

11. 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). .

12. Final Report by Settlement Administrator to Court. Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. *Release of Claims.*

1. 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.

2. Plaintiffs. Upon the Effective Date, Plaintiffs generally, unconditionally, irrevocably, and absolutely release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period, to the fullest extent permitted by law (“Plaintiff’s Released Claims”). This release of Plaintiff’s Released claims unconditionally, irrevocably and absolutely releases and discharges the Released Parties from any claim that Plaintiffs could maintain in any action

against any Released Party based on acts that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to unemployment benefits and workers' compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believes to be true with respect to the claims and matters released by way of this Agreement and agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute this release with the full knowledge that this release of the Plaintiffs' Released Claims covers all possible claims by Plaintiffs against the Released Parties, to the fullest extent permitted by law. To the extent permitted by law, Plaintiffs expressly waive their right to recovery of any type, including damages, penalties, or reinstatement, in any administrative or court action, whether state or federal, and whether brought by Plaintiffs or on Plaintiffs' behalves, related in any way to the matters released herein.

Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and complete release and discharge of all of the Plaintiff's Released Claims, Plaintiffs expressly acknowledge that this settlement is intended to include in its effect, without limitation, all Plaintiffs' Released Claims which Plaintiffs do not or may not know or suspect to exist in their favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Plaintiffs' Released Claims.

Plaintiffs and Defendant acknowledge that it is their mutual intent not only to resolve all matters presently in dispute between them, but also by this Agreement to forever prevent the reoccurrence of any question, dispute, or claim regarding the past employment or future consideration for employment of Plaintiffs by Defendant or Released Parties.

3. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

4. Class Counsel. As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against the Released Parties arising from or related to the Action.

- G. *No Effect on Other Benefits.* The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

- H. Limitation on Public Statements About Settlement. The Parties agree that Plaintiffs and Class Counsel will not publish the fact of, or terms of, this Settlement to members of the press, including to Verdicts and Settlements. Plaintiffs and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiffs agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the Court. The Parties may make public statements to the Court as necessary to obtain preliminary or final approval of the Settlement. The Parties and their counsel shall refrain from publicly disparaging any of the other parties or counsel, including the Released Parties, or taking any public action designed or reasonably foreseeable to cause harm to the public perception of any of the Released Parties regarding any issue related in any way to the Action or the Settlement, but nothing herein is intended to prevent any party or their counsel, should it be required in connection with official court proceedings in other actions, from discussing the Settlement. In all communications, all Parties must comply with all confidentiality agreements between them. XGS may, at its sole discretion, disclose the Settlement to its auditors, regulators and any other parties as reasonably necessary.

- I. *Miscellaneous Terms.*
 1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate, and that settlement of this Action by way of a class action in no way waives Released Parties' defenses in another action with respect to an individual's waiver of rights to file a class or collective action. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses, and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class certification of any claim is inappropriate.
- b. Regardless of whether the Judgment becomes Final, the Settlement, this Agreement, any document, statement, proceeding, conduct related to the Settlement or the Agreement, or any reports or accounting of those matters shall not be: (i) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this

Agreement or defending any claims released or barred by this Agreement.

2. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Agreement replaces and supersedes the Memorandum of Understanding executed by the Parties following mediation, and any other agreements, understandings, or representations between the Parties.
3. Attorney Authorization. Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. No Tax Advice. Neither Class Counsel nor Defendant's Counsel intends anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. Modification of Agreement. Except as set forth in section III(I)(3) hereinabove, this Agreement or any part of it may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. Applicable Law. All terms and conditions of this Agreement and its exhibits

will be governed by and interpreted according to the laws of the State of California.

9. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. Use and Return of Documents and Data. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Judgment becomes Final, Class Counsel will confirm in writing to Defendant the destruction of all such documents and data including those provided by Class Counsel to experts for mediation or other settlement purposes.
12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. Notice. All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Reuben D. Nathan
NATHAN & ASSOCIATES, APC
2901 W. Coast Highway, Suite 200
Newport Beach, California 92663
Tel: (949) 270-2798; Fax: (949) 209-0303
rnathan@nathanlawpractice.com

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

To Defendant:

Brook T. Barnes
Clint S. Engleson
SNELL & WILMER L.L.P.
12230 El Camino Real, Suite 300
San Diego, California 92130
Tel: 858.434.5020; Fax: 858.434.5006
bbarnes@swlaw.com
cengleson@swlaw.com

Bradley M. Davis
CHAMBLISS, BAHNER & STOPHEL, P.C.
605 Chestnut Street, Suite 1700
Chattanooga, Tennessee 37450
Telephone: 423.756.3000; Fax: 423.508.1291
bdavis@chamblisslaw.com

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.
16. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/7/2024

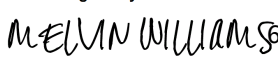
PLAINTIFFS

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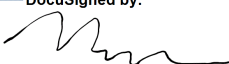
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Anthony Vasquez

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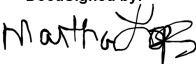
Jamie Furlough

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Melvin Williams

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Michael Chen

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 6/7/2024
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Martha Lopez

DEFENDANT XPRESS GLOBAL
SYSTEMS, LLC

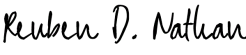
Dated: _____

By: Dale Davis
Its: Chief Operating Officer

Approved as to form and content:

Dated: 6/11/2024

NATHAN & ASSOCIATES, APC

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 6/11/2024
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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

Jamie Furlough

Melvin Williams

Michael Chen

Martha Lopez

Dated: 6/20/2024

DEFENDANT XPRESS GLOBAL
SYSTEMS, LLC

DocuSigned by:

Dale Davis

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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: 6/20/2024

SNELL & WILMER L.L.P.

DocuSigned by:

Brook Barnes

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

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EXHIBIT 7

1 Reuben D. Nathan (SBN 208436)
2 rnathan@nathanlawpractice.com
3 **NATHAN & ASSOCIATES, APC**
4 2901 W. Coast Highway, Suite 200
5 Newport Beach, California 92663
6 Telephone: (949) 270-2798
7 Facsimile: (949) 209-0303

8 BRIAN J. KOWALSKI (SBN: 266837)
9 brian@kowalskilawfirm.com
10 **KOWALSKI EMPLOYMENT LAW CORP.**
11 1941 California Avenue, #79453
12 Corona, California 92877
13 TEL: (925) 570-5673

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

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ALAMEDA**
19

20 ANTHONY VASQUEZ, MELVIN
21 WILLIAMS, JAIME FURLOUGH, and
22 MICHAEL CHEN on behalf of themselves
23 and all similarly situated persons, and the
24 general public,

25
26 Plaintiffs,

27
28 vs.

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

31
32 Defendant.

Case No. 23CV034375

[Assigned for all Purposes to the Hon. Michael
Markman, Dept. 23]

**DECLARATION OF JODEY LAWRENCE
OF PHOENIX CLASS ACTION
ADMINISTRATION SOLUTIONS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL**

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8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;
- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;

- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy with a limit of liability of \$2,000,000 in addition to cyber insurance policy with a limit of liability of \$3,000,000.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, the Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed using a skip trace. If Phoenix is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Class Member. Further, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly re-mailed to the forwarding address affixed thereto.

13. Phoenix's costs are reasonable and competitive when compared to the industry.

15. To complete the Settlement Administration for *Anthony Vasquez, Melvin Williams, Jaime Furlough, and Michael Chen v. Xpress Global Systems LLC* case, Phoenix will include hard cost and hourly costs detailed below:

- **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Re-Mail and Translation costs.

- **Hourly Cost:** The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

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16. Phoenix has prepared a detailed breakdown of its estimated costs and expenses to administer the settlement in this matter. A true and correct copy of a Will Not Exceed total of **\$7,500** is attached hereto as **Exhibit B**.

I declare that under the penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on June 10, 2024, at Orange, California.


Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	240
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	238
Subtotal Admin Only	\$7,500.00

Not-to-Exceed Total \$7,500.00

For 240 Members

Pricing Good for Scope of Estimate Only

May 31, 2024

Case: Vasquez v. Xpress Global, et al. Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Reuben Nathan, Esq.

Firm: Nathan Law

Contact Number: 949 270-2798

Email: Rnathan@nathanlawpractice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **240** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$151.30	1	\$151.30
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$100.00	2	\$200.00
Total			\$883.30

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.50	240	\$120.00
Notice Packet & Opt-Out Form	\$1.50	240	\$360.00
Estimated Postage (up to 2 oz.)*	\$0.64	240	\$153.60
Static Website	\$250.00	1	\$250.00
Total			\$1,133.60

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	24	\$48.00
Remail Notice Packets	\$1.50	24	\$36.00
Estimated Postage	\$0.64	24	\$15.36
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$309.36

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	2	\$24.00
Case Manager	\$75.00	3	\$225.00
Total			\$829.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.50	238	\$356.40
Estimated Postage	\$0.64	238	\$152.06
Total			\$1,813.46

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	48	\$71.28
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$150.00	1	\$150.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,531.28

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

Estimate Total: \$7,500.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

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EXHIBIT 8

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brian@kowalskilawfirm.com
KOWALSKI EMPLOYMENT LAW CORP.
1941 California Avenue, #79453
Corona, California 92877
TEL: (925) 570-5673

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]

**DECLARATION OF ANTHONY
VASQUEZ IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: June 27, 2024

TIME: 10:00 a.m.

DEPT: 23

[Complaint filed: May 24, 2023]

1 I, ANTHONY VASQUEZ, declare that:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

5 2. I worked for XPRESS GLOBAL SYSTEMS LLC ("Defendant") from approximately
6 April 2021 to November 2022, as a non-exempt employee. I was subject to all of Defendant's policies
7 and practices that have been alleged as unlawful in the Second Amended Complaint and the notices
8 sent to the Labor and Workforce Development Agency.

9 3. I have actively participated in the litigation of this case. I have given a detailed account
10 of all the facts related to my employment and the claims asserted in the Second Amended Complaint.
11 I provided documentation in support of the claims brought against Defendant in support of this class
12 action.

13 4. My attorneys explained to me the risks and benefits of bringing a representative action,
14 including a Private Attorneys General Act and a class action. I understood that I took on the risk,
15 both professionally and financially, in pursuing the case as a representative action rather than pursuing
16 my claims individually. I understood that pursuing the case as a representative action meant that it
17 would take substantially longer than pursuing a claim with the California Labor Commissioner and
18 that I risked getting nothing in the end, but I believed it was important to make sure that Defendant
19 followed the law for everyone.

20 5. I maintained communication with my attorneys throughout the litigation, discussing
21 the facts and policies at issue in the case with my attorneys, Reuben D. Nathan and Brian Kowalski.
22 I asked questions when I needed clarification about various aspects of this case to make sure there
23 were continually steps taken to advance the interests of the class. I also understood that the recovery
24 in this case was for the benefit of my fellow coworkers, not just for me. When my attorneys contacted
25 me asking for more information or documents related to the case, I made myself available and tried
26 to give or obtain any additional information I could. I participated in the negotiations and settlement
27 discussions in this case, including being available by phone at mediation, speaking with my attorneys
28 to answer questions, providing any additional information needed to assist the negotiations, and

1 discussing the potential terms of the Memorandum of Understanding and the Class Action Settlement
2 Agreement to evaluate its adequacy.

3 6. I have reviewed the final Class Action Settlement Agreement, discussed the terms and
4 exhibits with my attorneys, and asked my attorneys any questions I had. I believe the settlement
5 terms and allocations are fair and reasonable given the facts of the case.

6 7. I understand that any Class Representative Service Fee I may receive is for my
7 participation as a Class Representative and it is not contingent on my support or approval of the
8 settlement. I do not believe I have any conflicts with any class members.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct.

12 Executed on 6/7/2024, at 0950, California.

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17 Anthony Vasquez
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EXHIBIT 9

Reuben D. Nathan (SBN 208436)
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Corona, California 92877
TEL: (925) 570-5673

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]

**DECLARATION OF MELVIN
WILLIAMS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: June 27, 2024

TIME: 10:00 a.m.

DEPT: 23

[Complaint filed: May 24, 2023]

1 I, MELVIN WILLIAMS, declare that:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

5 2. I worked for XPRESS GLOBAL SYSTEMS LLC ("Defendant") from approximately
6 March 2019 to September 2023 to current, as a non-exempt employee. I was subject to all of
7 Defendant's policies and practices that have been alleged as unlawful in the Second Amended
8 Complaint and the notices sent to the Labor and Workforce Development Agency.

9 3. I have actively participated in the litigation of this case. I have given a detailed account
10 of all the facts related to my employment and the claims asserted in the Second Amended Complaint.
11 I provided documentation in support of the claims brought against Defendant in support of this class
12 action.

13 4. My attorneys explained to me the risks and benefits of bringing a representative action,
14 including a Private Attorneys General Act and a class action. I understood that I took on the risk,
15 both professionally and financially, in pursuing the case as a representative action rather than pursuing
16 my claims individually. I understood that pursuing the case as a representative action meant that it
17 would take substantially longer than pursuing a claim with the California Labor Commissioner and
18 that I risked getting nothing in the end, but I believed it was important to make sure that Defendant
19 followed the law for everyone.

20 5. I maintained communication with my attorneys throughout the litigation, discussing
21 the facts and policies at issue in the case with my attorneys, Reuben D. Nathan and Brian Kowalski.
22 I asked questions when I needed clarification about various aspects of this case to make sure there
23 were continually steps taken to advance the interests of the class. I also understood that the recovery
24 in this case was for the benefit of my fellow coworkers, not just for me. When my attorneys contacted
25 me asking for more information or documents related to the case, I made myself available and tried
26 to give or obtain any additional information I could. I participated in the negotiations and settlement
27 discussions in this case, including being available by phone at mediation, speaking with my attorneys
28 to answer questions, providing any additional information needed to assist the negotiations, and

1 discussing the potential terms of the Memorandum of Understanding and the Class Action Settlement
2 Agreement to evaluate its adequacy.

3 6. I have reviewed the final Class Action Settlement Agreement, discussed the terms and
4 exhibits with my attorneys, and asked my attorneys any questions I had. I believe the settlement
5 terms and allocations are fair and reasonable given the facts of the case.

6 7. I understand that any Class Representative Service Fee I may receive is for my
7 participation as a Class Representative and it is not contingent on my support or approval of the
8 settlement. I do not believe I have any conflicts with any class members.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct.

12 Executed on 6/7/2024, at 06/07/2024, California.

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DocuSigned by:
MELVIN WILLIAMS
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Melvin Williams

EXHIBIT 10

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TEL: (925) 570-5673

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]

**DECLARATION OF JAIME FURLOUGH
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: June 27, 2024

TIME: 10:00 a.m.

DEPT: 23

[Complaint filed: May 24, 2023]

1 I, JAIME FURLOUGH, declare that:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

5 2. I worked for XPRESS GLOBAL SYSTEMS LLC ("Defendant") from approximately
6 June 2021 to August 2022 to current, as a non-exempt employee. I was subject to all of Defendant's
7 policies and practices that have been alleged as unlawful in the Second Amended Complaint and the
8 notices sent to the Labor and Workforce Development Agency.

9 3. I have actively participated in the litigation of this case. I have given a detailed account
10 of all the facts related to my employment and the claims asserted in the Second Amended Complaint.
11 I provided documentation in support of the claims brought against Defendant in support of this class
12 action.

13 4. My attorneys explained to me the risks and benefits of bringing a representative action,
14 including a Private Attorneys General Act and a class action. I understood that I took on the risk,
15 both professionally and financially, in pursuing the case as a representative action rather than pursuing
16 my claims individually. I understood that pursuing the case as a representative action meant that it
17 would take substantially longer than pursuing a claim with the California Labor Commissioner and
18 that I risked getting nothing in the end, but I believed it was important to make sure that Defendant
19 followed the law for everyone.

20 5. I maintained communication with my attorneys throughout the litigation, discussing
21 the facts and policies at issue in the case with my attorneys, Reuben D. Nathan and Brian Kowalski.
22 I asked questions when I needed clarification about various aspects of this case to make sure there
23 were continually steps taken to advance the interests of the class. I also understood that the recovery
24 in this case was for the benefit of my fellow coworkers, not just for me. When my attorneys contacted
25 me asking for more information or documents related to the case, I made myself available and tried
26 to give or obtain any additional information I could. I participated in the negotiations and settlement
27 discussions in this case, including being available by phone at mediation, speaking with my attorneys
28 to answer questions, providing any additional information needed to assist the negotiations, and

1 discussing the potential terms of the Memorandum of Understanding and the Class Action Settlement
2 Agreement to evaluate its adequacy.

3 6. I have reviewed the final Class Action Settlement Agreement, discussed the terms and
4 exhibits with my attorneys, and asked my attorneys any questions I had. I believe the settlement
5 terms and allocations are fair and reasonable given the facts of the case.

6 7. I understand that any Class Representative Service Fee I may receive is for my
7 participation as a Class Representative and it is not contingent on my support or approval of the
8 settlement. I do not believe I have any conflicts with any class members.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct.

12 Executed on 6/7/2024, at Chino, California.

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14 DocuSigned by:
15 JAIME FURLOUGH
16 Jaime Furlough
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EXHIBIT 11

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TEL: (925) 570-5673

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]

**DECLARATION OF MICHAEL CHEN
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: June 27, 2024

TIME: 10:00 a.m.

DEPT: 23

[Complaint filed: May 24, 2023]

1 I, MICHAEL CHEN, declare that:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

5 2. I worked for XPRESS GLOBAL SYSTEMS LLC ("Defendant") from approximately
6 December 2021 to current, as a non-exempt employee. I was subject to all of Defendant's policies
7 and practices that have been alleged as unlawful in the Second Amended Complaint and the notices
8 sent to the Labor and Workforce Development Agency.

9 3. I have actively participated in the litigation of this case. I have given a detailed account
10 of all the facts related to my employment and the claims asserted in the Second Amended Complaint.
11 I provided documentation in support of the claims brought against Defendant in support of this class
12 action.

13 4. My attorneys explained to me the risks and benefits of bringing a representative action,
14 including a Private Attorneys General Act and a class action. I understood that I took on the risk,
15 both professionally and financially, in pursuing the case as a representative action rather than pursuing
16 my claims individually. I understood that pursuing the case as a representative action meant that it
17 would take substantially longer than pursuing a claim with the California Labor Commissioner and
18 that I risked getting nothing in the end, but I believed it was important to make sure that Defendant
19 followed the law for everyone.

20 5. I maintained communication with my attorneys throughout the litigation, discussing
21 the facts and policies at issue in the case with my attorneys, Reuben D. Nathan and Brian Kowalski.
22 I asked questions when I needed clarification about various aspects of this case to make sure there
23 were continually steps taken to advance the interests of the class. I also understood that the recovery
24 in this case was for the benefit of my fellow coworkers, not just for me. When my attorneys contacted
25 me asking for more information or documents related to the case, I made myself available and tried
26 to give or obtain any additional information I could. I participated in the negotiations and settlement
27 discussions in this case, including being available by phone at mediation, speaking with my attorneys
28 to answer questions, providing any additional information needed to assist the negotiations, and

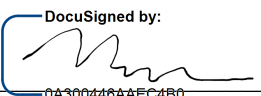
1 discussing the potential terms of the Memorandum of Understanding and the Class Action Settlement
2 Agreement to evaluate its adequacy.

3 6. I have reviewed the final Class Action Settlement Agreement, discussed the terms and
4 exhibits with my attorneys, and asked my attorneys any questions I had. I believe the settlement
5 terms and allocations are fair and reasonable given the facts of the case.

6 7. I understand that any Class Representative Service Fee I may receive is for my
7 participation as a Class Representative and it is not contingent on my support or approval of the
8 settlement. I do not believe I have any conflicts with any class members.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct.

12 Executed on 6/7/2024, at CA, California.

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EXHIBIT 12

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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]

**DECLARATION OF MARTHA LOPEZ
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: June 27, 2024

TIME: 10:00 a.m.

DEPT: 23

[Complaint filed: May 24, 2023]

1 I, MARTHA LOPEZ, declare that:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

5 2. I worked for XPRESS GLOBAL SYSTEMS LLC ("Defendant") from approximately
6 February 2022 to December 2023, as a non-exempt employee. I was subject to all of Defendant's
7 policies and practices that have been alleged as unlawful in the Second Amended Complaint and the
8 notices sent to the Labor and Workforce Development Agency.

9 3. I have actively participated in the litigation of this case. I have given a detailed account
10 of all the facts related to my employment and the claims asserted in the Second Amended Complaint.
11 I provided documentation in support of the claims brought against Defendant in support of this class
12 action.

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15 both professionally and financially, in pursuing the case as a representative action rather than pursuing
16 my claims individually. I understood that pursuing the case as a representative action meant that it
17 would take substantially longer than pursuing a claim with the California Labor Commissioner and
18 that I risked getting nothing in the end, but I believed it was important to make sure that Defendant
19 followed the law for everyone.

20 5. I maintained communication with my attorneys throughout the litigation, discussing
21 the facts and policies at issue in the case with my attorneys, Reuben D. Nathan and Brian Kowalski.
22 I asked questions when I needed clarification about various aspects of this case to make sure there
23 were continually steps taken to advance the interests of the class. I also understood that the recovery
24 in this case was for the benefit of my fellow coworkers, not just for me. When my attorneys contacted
25 me asking for more information or documents related to the case, I made myself available and tried
26 to give or obtain any additional information I could. I participated in the negotiations and settlement
27 discussions in this case, including being available by phone at mediation, speaking with my attorneys
28 to answer questions, providing any additional information needed to assist the negotiations, and

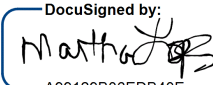
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6 7. I understand that any Class Representative Service Fee I may receive is for my
7 participation as a Class Representative and it is not contingent on my support or approval of the
8 settlement. I do not believe I have any conflicts with any class members.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct.

12 Executed on 6/7/2024, at MML, California.

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