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

ANTHONY VASQUEZ, MELVIN
WILLIAMS, JAIME FURLOUGH, 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]

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: August 1, 2024

Time: 10:00 a.m.

Dept: 23

1 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement came on
2 for hearing before this Court on August 1, 2024 at 10:00 a.m., the Honorable Michael Markman,
3 presiding. Having considered the motion and its supporting papers and for good cause shown,

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Court grants preliminary approval of the proposed class action settlement based
6 upon the terms set forth in the Amended Class Action Settlement Agreement ("Settlement
7 Agreement") attached as Exhibit 16 to the Second Supplemental Declaration of Reuben D. Nathan in
8 support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA
9 Settlement.

10 2. The Court adopts all defined terms as set forth in the Settlement Agreement and finds
11 that the proposed settlement appears to be within the range of reasonableness necessary for
12 preliminary approval by the Court, but final determination of whether the proposed settlement terms
13 are fair, adequate and reasonable will be made at the final approval hearing.

14 3. With respect to the Class and for purposes of approving this settlement only, this Court
15 preliminarily finds that: (a) the members of the Class are ascertainable and so numerous that joinder
16 of all members is impracticable; (b) there are questions of law and fact common to the Class and there
17 is a well-defined community of interest among the Class Members with respect to the subject matter
18 of the litigation; (c) the claims of the Class Representatives and the defenses thereto are typical of the
19 claims of the Class Members and the defenses thereto; (d) the Class Representatives will fairly and
20 adequately protected the interests of the Class Members; (e) a class action is superior to other
21 available methods for an efficient adjudication of this controversy; and (f) counsel of record for the
22 Class Representatives are qualified to serve as counsel for Plaintiffs in their individual and
23 representative capacities and for the Class.

24 4. The Court therefore conditionally certifies a Settlement Class defined as follows:

25 All current and former employees of Defendant who worked
26 for Defendant in a non-exempt position in California at any
27 point between November 13, 2021 and January 31, 2024
28 ("Class Period")

1 5. The Court preliminarily approves Plaintiffs ANTHONY VASQUEZ, MELVIN
2 WILLIAMS, JAIME FURLOUGH, MARTHA LOPEZ and MICHAEL CHEN (“Plaintiffs”) to serve
3 as the Class Representatives. The Court recognizes that the proposed settlement provides that
4 Plaintiffs may seek a class representative service award of \$2,500 each, which Defendants do not
5 oppose. The Court preliminarily finds that some amount up to \$2,500 each for the Plaintiffs may be
6 fair and reasonable, but the finding as to the actual amount to be awarded will be determined at the
7 final approval hearing. The Court also recognizes that the proposed settlement provides that Plaintiffs
8 may receive payments of \$7,500 each in exchange for a 1542 release. The Court preliminarily finds
9 that some amount up to \$7,500 each for the Plaintiffs’ 1542 release may be fair and reasonable, but
10 the finding as to the actual amount to be awarded will be determined at the final approval hearing.

11 6. The Court preliminarily approves Nathan & Associates, APC and Kowalski
12 Employment Law Corp. to serve as Class Counsel. The Court recognizes that as part of the proposed
13 settlement, Defendants have agreed not to oppose Class Counsel’s fee request of up to \$150,000 (40%
14 of the Total Settlement Amount). The Court preliminarily finds that some amount up to \$150,000 in
15 fees may be fair and reasonable, but the finding as to the actual amounts to be awarded will be
16 determined at the final approval hearing. The Court also recognizes that as part of the proposed
17 settlement, Defendants have agreed not to oppose Class Counsel’s cost request of up to \$20,000. The
18 Court preliminarily finds that some amount up to \$20,000 in costs may be fair and reasonable, but
19 the finding as to the actual amounts to be awarded will be determined at the final approval hearing.

20 7. The Court preliminary approves the amount of \$10,000.00 from the Gross Settlement
21 Amount to be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five
22 percent (75%) of that amount, or \$7,500, will be paid to the LWDA and twenty-five (25%) of that
23 amount, or \$2,500, will be allocated on a pro-rata share basis to the aggrieved employees.

24 8. The Court approves the format and content of the Notice of Class Action Settlement
25 and Request for Exclusion Form (the “Notice Packet”) attached hereto as **Exhibits 1 and 2**.

26 The Court finds that the dissemination of the Notice Packet in the manner set forth in the
27 Settlement Agreement complies with the requirements of due process and appears to be the best
28 notice practicable under the circumstances.

1 9. The Court appoints Phoenix Class Administration Solutions (“Phoenix”) to serve as
2 the Settlement Administrator and preliminarily approves that the settlement administration costs (not
3 to exceed \$10,000) be paid from the Total Settlement Amount. The Court directs Phoenix to
4 disseminate the Notice Packet in the manner set forth in the Settlement Agreement.

5 10. The Court orders the following implementation schedule for further proceedings:

7	a.	Deadline for Defendants to Submit Class List and Data to Settlement Administrator	Fourteen (14) calendar days after the Court enters an Order Granting Preliminary Approval of the Settlement.
8			
10	b.	Deadline for Settlement Administrator to Mail the Notice Packet to Class Members	Seven (7) calendar days after Defendants provide the Settlement Administrator with the Class List and Data
11			
12	c.	Deadline for Class Members to Submit Opt-Out Forms or Objections to Settlement	Forty-five (45) calendar days after mailing of Notice Packets to Class Members
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14			
15	e.	Deadline for Class Counsel to file (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Award of Class Representative Enhancement Award, Claims Administrator’s Expenses and Attorneys’ Fees and Costs	October 16, 2024
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20	f.	Hearing on: • Motion for Final Approval of Class Action Settlement; • Motion for Award of Class Representative Enhancement Award, Settlement Administrator’s Expenses and Attorneys’ Fees and Costs	November 7, 2024 at 10:00 a.m.
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1 **IT IS SO ORDERED.**

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4 Dated: _____

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HONORABLE MICHAEL MARKMAN
Judge of the Superior Court of California

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EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

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

**SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ALAMEDA
CASE NO. 23CV034375 (“ACTION”)**

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

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

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

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

ELIGIBLE SETTLEMENT CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

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

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

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

1. Why did I get this notice?

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

2. What is the Action and Settlement about?

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

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

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

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

3. What does the settlement provide?

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

- A. XPRESS will pay the gross settlement amount of \$375,000 ("the Settlement Amount"), which is inclusive of: attorneys' fees of not more than 40% of the Gross Settlement Amount (\$150,000) and costs incurred for representing Plaintiffs and the Settlement Class in the Action (not to exceed \$20,000); class representative service payments to Plaintiffs for their services as Class Representatives of not more than \$2,500 each/\$12,500 total; release payments to Plaintiffs of not more than \$7,500 each / \$37,500 total in consideration for Plaintiffs' general release of claims against XPRESS; a payment of \$10,000 in settlement of Plaintiffs' claims under the California Private Attorneys General Act of 2004 (the "PAGA Settlement"), of which 75% (\$7,500) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$2,500) will be paid to Settlement Class Members who worked for XPRESS between May 24, 2022, through January 31, 2024 ("PAGA Employees"), pursuant to PAGA; and an administrator expenses payment not to exceed \$10,000 to Phoenix Settlement Administrators. Each of these sums will be paid from the Settlement Amount. The remaining amount (the "Net Settlement Amount") will be paid to Settlement Class Members who did not submit a valid and timely Request for Exclusion ("Participating Class Members").
- B. Each Participating Class Member will be allocated an "Individual Class Payment," that will be calculated based on the number of "Workweeks" the Participating Class Member worked for XPRESS in California as a non-exempt employee during the Class Period according to Defendant's records, or as estimated using the Participating Class Members' dates of employment, as follows: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b)

multiplying the result by the number of Workweeks each Participating Class Member worked during the Class Period or estimated using dates of employment that occurred during the Class Period. The parties are asking the Court to approve an allocation of 33.4% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.6% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (XPRESS will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

- C. In addition to the Individual Class Payment, each Participating Class Member who is also a PAGA Employee will be allocated an “Individual PAGA Payment,” which will be calculated based on the number of “workweeks” the PAGA Employee worked for Defendant in California as a non-exempt employee during the PAGA Period, as follows: (a) dividing the PAGA Employees’ twenty-five percent (25%) share of the PAGA Payment (\$2,500.00) by the total number of workweeks worked by all PAGA Employees during the PAGA Period, and (b) multiplying the result by the number of workweeks each PAGA Employee worked during the PAGA Period. The Administrator will report the full amount of the Individual PAGA Payment on IRS 1099 Forms.

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

Although the parties have agreed to the above allocations, neither side is giving you any advice on whether your Individual Class Payment or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. None of the above payments will be eligible for benefit contributions or employee matching.

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

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

5. Who are the attorneys representing the parties?

Class Counsel

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

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

Defendant's Counsel

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

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

6. How do I participate in the settlement?

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

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

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

PHOENIX SETTLEMENT ADMINISTRATORS
1411 N. Batavia St., Suite 105, Orange, California 92867
Fax: (949) 209-2503
Email: jarrrod@phoenixclassaction.com

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

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

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

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

8. What happens with any uncashed settlement checks?

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

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

If any Settlement Class Member wants additional information about the calculation of his or her Individual Class or PAGA Payment, details may be obtained from the Settlement Administrator. The Settlement Class Member has the right to challenge whether the Workweek calculations are proper under the terms of the Settlement by submitting information or documentation to the Settlement Administrator. To be valid, a challenge to the calculation of Workweeks and/or Pay Periods must be in writing, be postmarked, emailed, or fax stamped by **DATE** and returned to the Settlement Administrator at the specified address, email or fax telephone number below, and contain: (1) the Settlement Class Member's full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (2) the number of Workweeks and/or Pay Periods the Settlement Class Member contends is correct; and (3) any evidence supporting his/her contention. The date of the postmark on the return mailing envelope, email or fax stamp shall be the exclusive means used to determine whether the challenge was timely submitted. The Workweeks and/or Pay Periods identified for each Settlement Class Member in this Notice will be presumed to be correct unless a particular Settlement Class Member proves otherwise to the Settlement Administrator by credible evidence. The Settlement Administrator shall make the final, non-appealable determination as to all valid Workweek and Pay Period challenges.

10. How do I object to the Settlement?

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

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

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

The Court will hold a hearing in Department 23 of the Alameda County Superior Court, located at Oakland – Administration Building, 1221 Oak Street, Oakland, CA 94612, on XXX at __:00 a.m. Notification of any changes to the time or location of the fairness hearing, as well as the final judgment following final approval, if any, will be

available at this link: [REDACTED]. If there are objections, the Court will consider them at the final approval hearing. The Court will also consider how much to pay Class Counsel and the amount of any class representative service payments and release payments to Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

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

ADDITIONAL INFORMATION

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

Settlement Administrator
PHOENIX SETTLEMENT ADMINISTRATORS
1411 N. Batavia St., Suite 105, Orange, California 92867
Tel: (800)523-5773/Fax: (949) 209-2503
Email: Taylor@phoenixclassaction.com

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

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

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EXHIBIT 2

REQUEST FOR EXCLUSION FORM
(Deadline to File is XXXX)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

Vasquez v. Xpress Global Systems LLC, et al.
Case No. 23CV034375

I declare as follows:

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

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)