

PLAINTIFF/PETITIONER: Anthony Vasquez, et al.
 DEFENDANT/RESPONDENT: XPress Global Systems, LLC

CASE NUMBER:
 23CV034375

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on *(date)*:
 - b. from *(city and state)*:
4. The envelope was addressed and mailed as follows:

a. Name of person served: - Street address: - City: - State and zip code: b. Name of person served: - Street address: - City: - State and zip code:	c. Name of person served: - Street address: - City: - State and zip code: d. Name of person served: - Street address: - City: - State and zip code:
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☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

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Attorneys for Plaintiffs, Anthony Vasquez, Melvin Williams, Jaime Furlough, Michael Chen, and Martha Lopez, individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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,

Defendants.

Case No. . 23CV034375

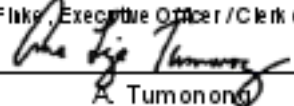
[Assigned for All Purposes to: Honorable Judge
Michael Markman; Dept. 23]

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; AWARD OF CLASS
REPRESENTATIVE ENHANCEMENTS;
ADMINISTRATOR'S EXPENSES;
ATTORNEYS FEES AND COSTS AND
FINAL JUDGMENT**

Date: November 7, 2024
Time: 10:00 am
Dept.: 23

FILED
Superior Court of California
County of Alameda

11/07/2024

Clerk of the Court, Executive Officer / Clerk of the Court
By:  Deputy
A. Tumorong

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement came on for regularly
3 noticed hearing on November 7, 2024, before the Hon. Michael Markman in Department 23 of the above-
4 entitled Court, as set forth in the Parties' Class Action Settlement Agreement ("Settlement Agreement").

5 Having considered the Parties' Settlement Agreement, First Amendment to the Class Action
6 Settlement Agreement, Notice of Class Action Settlement, and Memorandum of Points and Authorities
7 filed in Support of the Unopposed Motion for Final Approval of Class Action and PAGA Settlement, the
8 arguments and discussion of counsel for the respective parties, the documents submitted in support
9 therewith including, without limitation, the Declarations submitted by the Parties and the Claims
10 Administrator, as well as all supporting legal authorities and documents filed herein, and having
11 conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), including an inquiry into the
12 notice to the Class, and good cause appearing therefor, the court now finds:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Judgment and Order ("Judgment"), adopts all defined
15 defined terms as set forth in the Parties' Class Action Settlement Agreement ("Settlement Agreement"),
16 filed on June 4, 2024 as "Exhibit 1" to the Declaration of Reuben D. Nathan in Support of Plaintiffs'
17 Unopposed Motion for Preliminary Approval of Class Action Settlement.

18 2. The Parties' Settlement Agreement was filed on June 4, 2024 as "Exhibit 1" to the
19 Declaration of Reuben D. Nathan in Support of Plaintiffs' Unopposed Motion for Preliminary Approval
20 of Class Action Settlement and the Parties' First Amendment to the Class Action Settlement Agreement
21 was filed on July 25, 2024 as "Exhibit 16" to the Second Supplemental Declaration of Reuben D. Nathan
22 in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

23 3. The Court has jurisdiction over the subject matter over this Action, the Class Members,
24 the Named Plaintiffs, and Defendant.

25 4. The Court finds that the distribution of the revised Notice of Class Action Settlement to
26 Class Members, as provided for in the Amended Order Granting Preliminary Approval Of Class Action
27 And PAGA Settlement filed on August 2, 2024 ("MPA Order"), constituted the best notice practicable
28 under the circumstances to all Class Members and fully met the requirements of California law and due

1 process under the California and United States Constitution. Based on evidence and other material
2 submitted in conjunction with the Preliminary and Final Approval Hearings, the actual notice to the class
3 was adequate in all respects.

4 5. The Court finds that the instant Action presented a good faith dispute over unpaid wage
5 claims, meal and rest break violations, improper wage statements, unlawful deductions, reimbursement
6 of business expenses and other relief, and the Court finds in favor of settlement approval.

7 6. The Court approves the Settlement of the above-captioned action, as set forth in the
8 Settlement Agreement and the Parties' First Amendment to the Class Action Settlement Agreement and
9 each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties to the Settlement
10 Agreement are directed to perform in accordance with the terms set forth in the Settlement Agreement
11 and the Parties' First Amendment to the Class Action Settlement Agreement.

12 7. The Parties are to bear their own costs, except as otherwise provided in the Settlement
13 Agreement.

14 8. For purposes of effectuating this Judgment, this Court has certified a class of all
15 Participating Class Members defined as follows:

16 All current and former employees of Defendant who worked for Defendant in a non-exempt
17 position in California at any point between November 13, 2021 and January 31, 2024 ("Class
18 Period"), who did not Opt-Out (collectively referred to as "Settlement Class").

19 The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

20 9. Two (2) members of the Settlement Class submitted a timely request for exclusion and no
21 objections by the deadline of October 12, 2024.

22 10. With respect to the Settlement Class and for purposes of approving this Settlement, this
23 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
24 joinder of all members is impracticable; (b) there are questions of law or fact common to the Participating
25 Class Members, and there is a well-defined community of interest among the Participating Class
26 Members with respect to the subject matter of the Action; (c) the claims of the Named Plaintiffs are
27 typical of the claims of the Class Members; (d) the Named Plaintiffs have fairly and adequately protected
28 the interests of the Class Members; (e) a class action is superior to other available methods for an efficient

1 adjudication of this controversy; and (f) the counsel of record for the Named Plaintiffs, *i.e.*, Class Counsel,
2 are qualified to serve as counsel for the Plaintiffs in their individual and representative capacity, as well
3 as for the Settlement Class.

4 11. By this Judgment, each of the Participating Class Members shall be deemed to have, and
5 by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged
6 all Released Claims, as defined in the Parties' First Amendment to the Class Action Settlement
7 Agreement. Specifically, per the Parties' First Amendment to the Class Action Settlement Agreement,
8 Section III.F (III.F.1 Participating Class Members): Upon entry of final judgment and payment by
9 Defendant of the Gross Settlement Amount in accordance with section III(E)(10) of this Agreement,
10 Defendant and the Released Parties shall be entitled to a release from the Participating Class Members
11 as follows: for all claims alleged or which could have been alleged based on the legal theories, legal
12 authorities, or facts asserted in the Action, regardless of whether such claims arise under federal, state or
13 local law, statute, ordinance, regulation, common law, or other source of law, which occurred during the
14 Class Period ("Released Class Claims"). Released Class Claims also includes all claims alleged or which
15 could have been alleged based on the legal theories, legal authorities, or facts asserted for civil penalties
16 under the PAGA based on the Labor Code violations alleged, in the Action, for the PAGA Period. The
17 Released Class Claims include any and all claims, causes of action, debts, liabilities, obligations,
18 guarantees, including for damages, wages, premiums, penalties, interest, attorneys' fees, costs, and any
19 other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever,
20 including monetary, injunctive, or declaratory relief, whether direct or indirect, whether under federal
21 law or the law of any state, which the Plaintiffs have or any Class Member has against the Released
22 Parties for any acts occurring during the Class Period that relate to the substantive claims described in
23 the Action, including any amended complaint filed prior to preliminary approval of this Settlement. The
24 Released Class Claims also include claims meeting the above definition(s) under any and all applicable
25 statutes, including without limitation California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6,
26 222, 226, 226.7, 246-248.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 2800, 2802, 2804; the
27 California Unfair Competition Act, and in particular, California Bus. & Prof. Code §§ 17200 et seq, and
28 the PAGA, as well as the Industrial Welfare Commission Wage Orders.

1 12. By this Judgment and per the Parties' Settlement Agreement (Section III.F.2), Plaintiffs
2 generally, unconditionally, irrevocably, and absolutely release and discharge the Released Parties from
3 any and all claims, transactions or occurrences between them that occurred during the Class Period, to
4 the fullest extent permitted by law ("Plaintiff's Released Claims").

5 13. The only Class Members entitled to payment pursuant to this Judgment are Participating
6 Class Members. Neither the Settlement Agreement nor this Judgment will result in the creation of any
7 unpaid residue or residual. Per the Parties First Amendment to the Class Action Settlement Agreement
8 (Section III.E.11): Uncashed Settlement Share Checks. A Participating Class Member must cash his or
9 her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the
10 Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement
11 Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at
12 his or her correct address by use of available email addresses, phone numbers, social security numbers,
13 credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not
14 cashed within 120 days after its last mailing to the Participating Class Member, the Settlement
15 Administrator will also send the affected Participating Class Member a notice informing him or her that
16 Section III.E.11 of the Settlement Agreement hereby reads as follows: unless the check is cashed in the
17 next 60 days, it will expire and become non- negotiable, and offer to replace the check if it was lost or
18 misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this
19 notice, the funds from such uncashed checks will be sent to the The United Way
20 (<https://www.unitedway.org>) in the name of the Class Member thereby leaving no "unpaid residue"
21 subject to the requirements of California Code of Civil Procedure Section 384(b).

22 14. Any envelope transmitting a settlement distribution to a class member shall bear the
23 notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

24 15. Court having considered Plaintiffs' Motion for Final Approval of Class Action and PAGA
25 Settlement; Award of Class Representative Enhancements Administrator's Expenses; Attorneys Fees and
26 Costs and Judgment Thereon and lack of objection, finds that the following amounts are fair and
27 reasonable, and shall be awarded accordingly as set forth below:

28 16. The Gross Settlement amount of \$375,000.00 is approved.

17. The following payments, as required by the Settlement Agreement, are approved:

- A) Payments to the Participating Class Members for the full value of their Claim Amount from the Net Settlement Amount and/or PAGA Penalty Payment in accordance with the Settlement Agreement and as calculated by the Claims Administrator;
- B) \$112,500.00 in attorneys' fees awarded to Class Counsel;
 - i. \$56,250.00 in attorneys' fees are awarded to Class Counsel Nathan & Associates, APC
 - ii. \$56,250.00 in attorneys' fees are awarded to Class Counsel Kowalski Employment Law Corp.
- C) \$10,713.03. for attorneys' costs/expenses to be paid to Class Counsel;
 - i. \$6,475.53 for attorneys' costs/expenses shall be paid to Class Counsel, Nathan & Associates, APC
 - ii. \$4,237.50 for attorneys' costs/expenses shall be paid to Class Counsel, Kowalski Employment Law Corp.
- D) \$7,500.00 to the Settlement Administrator, Phoenix Class Action Administration Solutions
- E) \$7,500.00 to Plaintiff Anthony Vasquez (for total individual enhancement award);
- F) \$7,500.00 to Plaintiff Melvin Williams (for total individual enhancement award);
- G) \$7,500.00 to Plaintiff Jaime Furlough (for total individual enhancement award);
- H) \$7,500.00 to Plaintiff Michael Chen (for total individual enhancement award);
- I) \$7,500.00 to Plaintiff Martha Lopez (for total individual enhancement award);
- J) \$7,500.00 to the Labor and Workforce Development Agency for PAGA penalties.

18. 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 Payment¹, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the LWDA Payment in accordance with this Order. This is a non-reversionary settlement.

19. The Notice of Entry of Judgment shall be provided to the Class Members, which provides as follows:

PLEASE TAKE NOTICE that on November 7, 2024, the Court entered Judgment in the class action entitled ANTHONY VASQUEZ, et al. v. XPRESS GLOBAL SYSTEMS LLC, et al.; Alameda County Superior Court Case No. Case No. 23CV034375. You are receiving this notice of entry of judgment because you are a member of the settlement class, whose rights are impacted by this Judgment and are receiving the enclosed check as your portion of the class action settlement.

20. Notice of the Entry of Judgment to the Class Members will be provided along with their settlement check by the Settlement Administrator.

21. The Compliance Hearing re final accounting is set for June 26, 2025 at 10:00 a.m. The deadline to file the final report and declaration regarding distribution shall be filed at least five (5) court days before the Compliance Hearing.

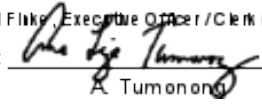
22. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). Without affecting the finality of this Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the Action, Plaintiffs, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 11/07/2024


Hon. Michael Markman
Judge of the Superior Court
Michael Markman / Judge

¹ Ten percent of the attorneys' fees award must be kept in the settlement administrator's trust fund until the completion of the distribution process and court approval of a final accounting.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 11/12/2024
PLAINTIFF/PETITIONER: Anthony Vasquez et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
DEFENDANT/RESPONDENT: XPress Global Systems LLC	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV034375

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Amended Proposed Order Granting Plaintiffs' Unopposed Motion for Final Approval of Class Action and PAGA Settlement; Award of Class Representative Enhancements; Administrator's Expenses; Attorneys Fees and Costs and Final Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Brook T. Barnes
Snell Wilmer
bbarnes@swlaw.com

Reuben Nathan
Nathan & Associates, APC
rnathan@nathanlawpractice.com

Dated: 11/12/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk