

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ALAN HERRERA, as an aggrieved employee
and private attorney general;

Plaintiff,

vs.

ANIXTER INC., a Delaware corporation;
EXPRESS SERVICES, INC dba EXPRESS
EMPLOYMENT PROFESSIONALS, a
Colorado corporation; and DOES 1 through
50, inclusive,

Defendants.

JOSE TAMAYO, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

ANIXTER INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case Nos.: 30-2020-01142893-CU-OE-CXC
30-2020-01142868-CU-OE-CXC

Honorable Randall J. Sherman
Dept. CX105

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaints Filed: June 15, 2020
Trial Date: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Alan Herrera and Jose Tamayo, individually and on behalf of the Class and Defendants Anixter Inc. and Express Services, Inc.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Actions” means the PAGA action entitled *Herrera v. Anixter Inc. et al.* (Orange County Superior Court Case No. 30-2020-01142893-CU-OE-CXC) (“*Herrera* Action”) and the putative class action entitled *Tamayo v. Anixter Inc.* (Orange County Superior Court Case No. 30-2020-01142868-CU-OE-CXC, removed to the United States District Court for the Central District of California Case No. 8:20-cv-01367-CJC-DFM, (“*Tamayo* Action”).

3. “Class Counsel” means Protection Law Group, LLP and Lawyers *for* Justice, PC.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of these Actions and their expenses and costs incurred in connection with the Actions, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount (\$917,000.00) and the reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active

1 employment as an hourly-paid or non-exempt employee of Anixter Inc. in the State of
2 California; and (6) any other information required by the Settlement Administrator in order to
3 effectuate the terms of the Settlement.

4 6. "Class" or "Class Members" means all current and former hourly-paid or non-
5 exempt individuals who were employed by Anixter Inc. within the State of California at any
6 time during the Class Period.

7 7. "Class Notice" means the Notice of Proposed Class Action Settlement in a form
8 substantially similar to the form attached hereto as Exhibit A, in both English and Spanish, that
9 will be mailed to Class Members' last known addresses and which will provide Class Members
10 with information regarding the Actions and information regarding the settlement of the Actions.

11 8. "Class Period" means the period from June 15, 2016, to July 8, 2021.

12 9. "Class Representative" means Plaintiff Jose Tamayo in his capacity as
13 representative of the Participating Class Members.

14 10. "Class and PAGA Representative Incentive Payments" means the amount that
15 the Court authorizes to be paid to Plaintiffs Alan Herrera and Jose Tamayo, in addition to their
16 Individual Settlement Payment, in recognition of the efforts and risks they have each taken in
17 assisting with the prosecution of the Actions and in exchange for the General Release of their
18 claims as provided herein.

19 11. "Court" means the Superior Court of the State of California for the County of
20 Orange.

21 12. "Defendants" mean Anixter, Inc. and Express Services, Inc. *dba* Express
22 Employment Professionals.

23 13. "Effective Date" means the date upon which both of the following have
24 occurred: (i) approval of the Settlement is granted by the Superior Court of California for the
25 County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court's
26 judgment approving the Settlement becomes Final.

27 14. "Final" means the later of: (a) if there is an appeal of the Court's judgment, the
28 date on which the judgment is affirmed on appeal, the date of dismissal of such appeal, or the

1 expiration of the time to file a petition for writ of certiorari to the California Supreme Court; (ii)
2 if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari,
3 or the date on which the judgment is affirmed pursuant to such petition; or (iii) if no appeal is
4 filed, the expiration date of the time for filing or noticing any appeal of the judgment.

5 15. "Final Approval" means the Court entering an order granting final approval of
6 the Settlement Agreement.

7 16. "Gross Settlement Amount" means the sum of Two Million Six Hundred Twenty
8 Thousand Dollars (\$2,620,000.00). Express will contribute \$20,000.00 of the Gross Settlement
9 Amount, while Anixter will contribute the remaining \$2,600,000.00. The Gross Settlement
10 Amount is non-reversionary; no portion of the Gross Settlement Amount will return to
11 Defendants.

12 17. "Individual Settlement Payment" means the amount payable from the Net
13 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
14 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
15 Payments shall be paid by a settlement check made payable to Participating Class Members
16 and/or PAGA Members.

17 18. "Net Settlement Amount" means the funds available for payments to the Class,
18 which shall be the amount remaining after the following amounts are deducted from the Gross
19 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
20 Administration Costs, (4) Class Representative Incentive Payments to Plaintiffs, and (5) PAGA
21 Payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA
22 Members.

23 19. "PAGA" means the California Labor Code Private Attorneys General Act of
24 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

25 20. "PAGA List" means a complete list of all PAGA Members that Express
26 Services, Inc. will diligently and in good faith compile from their records and provide to the
27 Settlement Administrator within thirty (30) calendar days after Preliminary Approval of this
28 Settlement. The PAGA List will be formatted in a readable Microsoft Office Excel spreadsheet

1 containing the following information for each PAGA Member employed by Express Services,
2 Inc. and assigned to work for Anixter Inc. during the PAGA Period: (1) full name; (2) last
3 known home address; (3) last known telephone number; (4) social security number; (5) start and
4 end dates the PAGA Member was assigned to work for Anixter Inc.; and (6) any other
5 information required by the Settlement Administrator in order to effectuate the terms of the
6 Settlement.

7 21. "PAGA Members" means all current and former hourly-paid or non-exempt
8 individuals who were employed by Anixter Inc., and/or were employed by Express Services,
9 Inc. and assigned to work for Anixter Inc. within the State of California at any time during the
10 PAGA Period.

11 22. "PAGA Notice" means the Notice in a form substantially similar to the form
12 attached hereto as Exhibit B, in both English and Spanish, that will be mailed to current and
13 former hourly-paid or non-exempt individuals who were employed by Express Services, Inc.
14 and assigned to work for Anixter Inc. within the State of California at any time during the
15 PAGA Period at their last known addresses along with their share of the PAGA Payment and
16 which will provide these individuals with information regarding the settlement of the alleged
17 PAGA Claims.

18 23. "PAGA Payment" means the amount that the Parties have agreed to allocate in
19 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code
20 §§ 2698, et seq.). The Parties have agreed that Four Hundred Thousand Dollars (\$400,000.00)
21 of the Gross Settlement Amount will be allocated to the resolution of Plaintiff Herrera's PAGA
22 claims. Seventy-five percent (75%) of the PAGA Payment (i.e., \$300,000.00) will be paid to the
23 LWDA in accordance with Labor Code §§ 2698 *et seq.* The remaining twenty-five percent
24 (25%) of the PAGA Payment (i.e., \$100,000.00), will be distributed to PAGA Members. PAGA
25 Members will receive payment from the employee portion of the PAGA Payment regardless of
26 their decision to participate in the class action if the PAGA Payment is approved by the Court.

27 24. "PAGA Period" means the period from April 10, 2019, until July 8, 2021.
28

1 25. “PAGA Representative” means Plaintiff Alan Herrera as representative of the
2 California Labor and Workforce Development Agency.

3 26. “Participating Class Members” means all Class Members who do not submit a
4 valid and timely Request for Exclusion.

5 27. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean
6 either Plaintiffs or Defendants.

7 28. “Plaintiffs” means Alan Herrera and Jose Tamayo.

8 29. “Preliminary Approval” means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 30. “Objection” means a Class Member’s valid and timely written objection to the
11 Settlement Agreement by letter or other writing that includes the required information. For an
12 Objection to be valid, it must include: (a) the objector’s full name, address, telephone number,
13 last four digits of the employee’s social security number or employee ID number and (b) a
14 written statement of all grounds for the objection accompanied by legal support, if any, for such
15 objection.

16 31. “Released Class Claims” means any and all claims that are alleged, or reasonably
17 could have been alleged based on the facts asserted in the operative complaint in the *Herrera*
18 Action including any claims based on allegations re: (i) failure to pay all wages, minimum
19 wages, and overtime wages; (ii) failure to provide meal periods or premium compensation in
20 lieu thereof; (iii) failure to provide rest periods or premium compensation in lieu thereof; (iv)
21 failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage
22 statements; (vi) failure to pay timely wages at time of termination or resignation; (vii) failure
23 to timely pay wages during employment (including claims under any applicable Industrial
24 Welfare Commission Wage Orders); (viii) unfair business practices that were or could have
25 been premised on the facts alleged in the operative complaint; (ix) failure to maintain required
26 payroll records; and (x) any claims under California Labor Code sections 201, 202, 203, 204,
27 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
28 2800, 2802, 2802(c), and the applicable IWC Wage Order, and under the Fair Labor Standards

1 Act, 29 U.S.C. section 201 *et seq.*, that could have been based on the facts alleged in the
2 operative Complaint, at any time during the Class Period.

3 32. "Released Class Parties" means Defendant Anixter Inc. as named by Plaintiff
4 Tamayo in the operative complaint in the *Herrera* Action, and its past, present and/or future,
5 direct and/or indirect, officers, directors, members, managers, employees, agents,
6 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
7 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
8 venturers.

9 33. "Released PAGA Claims" means all claims for the recovery for civil penalties,
10 attorneys' fees, and costs permissible under PAGA that are alleged, or reasonably could have
11 been alleged based on the facts asserted in the operative complaint in the *Herrera* Action,
12 against the Released PAGA Parties, including unpaid straight and overtime wages (including
13 any work off-the-clock and nonproductive time for any piece rate work), failure to provide
14 reporting time pay, failure to pay employees all minimum wages and overtime wages, failure to
15 provide compliant meal and rest breaks, failure to pay them all premium wages owed for short,
16 late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation;
17 failure to timely pay wages within the times permissible under Labor Code section 204; failure
18 to provide complete and accurate wage statements; failure to keep complete and accurate
19 payroll records; failure to reimburse necessary business-related expenses; and violations of
20 Labor Code Sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d),
21 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2800, and 2802 and the applicable IWC
22 Wage Order, at any time during the PAGA Period.

23 34. "Released PAGA Parties" means Defendants Anixter Inc. and Express Services,
24 Inc. *dba* Express Employment Professionals as named by Plaintiff Herrera in the operative
25 complaint in the *Herrera* Action, and their past, present and/or future, direct and/or indirect,
26 officers, directors, members, managers, employees, agents, representatives, attorneys, insurers,
27 partners, investors, shareholders, administrators, parent companies, franchise owners, franchise
28 offices, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

1 35. “Request for Exclusion” means submitting a valid and timely written statement
2 submitted by a Class Member requesting to be excluded from the Actions. To be effective, the
3 Request for Exclusion must contain (a) the Class Member’s name, address, telephone number,
4 and the last four digits of the Class Member’s Social Security number and/or the Employee ID
5 number and (b) a clear statement requesting to be excluded from the settlement of the class
6 claims similar to the following: “I wish to exclude myself from the class settlement reached in
7 the matter of *Herrera v. Anixter Inc. et al.* I understand that by excluding myself, I will not
8 receive money from the settlement of my individual claims.” To be effective, the Request for
9 Exclusion must be post-marked by the Response Deadline and received by the Settlement
10 Administrator.

11 36. “Response Deadline” means the date sixty (60) days after the Settlement
12 Administrator mails the Class Notice to Class Members and the last date on which Class
13 Members may submit Requests for Exclusion, written objections to the Settlement, or
14 workweek disputes. In the event the 60th day falls on a Sunday or Federal holiday, the
15 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
16 The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15)
17 calendar days for any Class Member who is re-mailed a Class Notice by the Settlement
18 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the
19 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
20 The Response Deadline may also be extended by express agreement between Class Counsel and
21 Defendants. Under no circumstances, however, will the Settlement Administrator have the
22 authority to unilaterally extend the deadline for Class Members to submit a Request for
23 Exclusion or Objection to the settlement.

24 37. “Settlement” means the disposition of the Actions pursuant to this Agreement.

25 38. “Settlement Administrator” means ILYM Group, Inc. The Parties each represent
26 that they do not have any financial interest in the Settlement Administrator or otherwise have a
27 relationship with the Settlement Administrator that could create a conflict of interest.
28

39. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the Class Members' Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties or the Court. Settlement Administration Costs shall not exceed Fifteen Thousand Dollars (\$15,000.00).

40. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member performed work for Defendants at least one day.

TERMS OF AGREEMENT

41. Settlement Consideration. Defendants shall fully fund the Gross Settlement Amount following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side payroll taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

42. Stipulation to Dismiss and File First Amended Complaint. The Parties agree, and will stipulate and take all steps necessary to add Plaintiff Tamayo and the claims alleged in the *Tamayo* Action to the First Amended Complaint substantially in the form attached hereto as Exhibit C to the *Herrera* Action. Following preliminary approval the Parties will stipulate to dismiss without prejudice *Tamayo v. Anixter Inc.* (Orange County Superior Court Case No. 30-

2020-01142868-CU-OE-CXC, removed to the United States District Court for the Central District of California Case No. 8:20-cv-01367-CJC-DFM.

43. Potential Increase to the Gross Settlement Amount. Anixter has represented there are approximately 62,800 Workweeks worked by Class Members within the Class Period. Should the actual number of Workweeks worked by Class Members increase by more than ten percent (10%) (i.e. increase by more than 6,280 Workweeks), then Anixter will select from one of the following two options: (1) the Gross Settlement Amount shall increase on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%) ; or (2) the end date of the Class Period shall roll back from July 8, 2021 to the earliest date on which the total number of Workweeks does not exceed 69,080. Anixter will be solely responsible for paying any increase in the Gross Settlement Amount. Express will not contribute over \$20,000.00 to the Gross Settlement Amount.

44. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days after the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount, and all applicable employer-side payroll taxes, into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including their official names, 8 digit state unemployment insurance tax ID numbers, and other information requested by the Settlement Administrator, no later than seven (7) calendar days after the Effective Date.

45. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the LWDA; (c) the Class Representative Incentive Payments; (d) Class Counsel's Fees and Costs; and (e) Settlement Administration Costs.

46. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of

1 the Gross Settlement Amount (\$917,000.00) plus the reimbursement of costs and expenses
2 associated with Class Counsel's litigation and settlement of the Actions, in an amount not to
3 exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross
4 Settlement Amount. Any portion of the requested fees or costs that is not awarded by the Court
5 to Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
6 Participating Class Members as provided in this Agreement.

7 47. Class Representative Incentive Payments. Defendants agree not to oppose or
8 object to any application or motion by Plaintiffs for Class Representative Incentive Payments of
9 Seven Thousand Five Hundred Dollars (\$7,500.00) to each of the Plaintiffs. The Class
10 Representative Incentive Payments are in exchange for the General Release of the Plaintiffs'
11 individual claims, and for each of the Plaintiffs' time, effort and risk in bringing and
12 prosecuting the Actions. Any adjustments made by the Court to the requested Class
13 Representative Incentive Payments shall not be deemed a material modification of this
14 Agreement. In the event that the Court reduces or does not approve the requested Class
15 Representative Incentive Payments, the Settlement Agreement remains in full force and effect,
16 Plaintiffs shall not have the right to revoke the settlement for that reason, it shall remain
17 binding, and any portion of the requested Class Representative Incentive Payments that is not
18 awarded by the Court to the Class Representatives shall be reallocated to the Net Settlement
19 Amount and distributed to Participating Class Members as provided in this Agreement.

20 48. Settlement Administration Costs. The Settlement Administrator will be paid for
21 the reasonable costs of administration of the Settlement and distribution of payments from the
22 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration
23 Costs shall not exceed Fifteen Thousand Dollars (\$15,000.00).

24 49. PAGA Payment. Four Hundred Thousand Dollars (\$400,000.00) of the Gross
25 Settlement Amount shall be allocated for settlement of claims for civil penalties under the
26 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
27 Payment, or One Hundred Fifty Thousand Dollars (\$300,000.00), to the LWDA. The remaining
28 twenty-five percent (25%) of the PAGA Payment, or One Hundred Thousand Dollars

(\\$100,000.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

50. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	2,620,000.00
Class Representative Incentive Payments:	\$	15,000.00
Class Counsel's Fees:	\$	917,000.00
Class Counsel's Costs:	\$	30,000.00
PAGA Payment:	\$	400,000.00
Settlement Administration Costs:	\$	15,000.00
Estimated Net Settlement Amount:	\$	1,243,000.00

51. Individual Settlement Payment Calculations. Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment for PAGA Members and shall be paid pursuant to the formulas set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of workweeks worked by each Participating Class Member during the Class Period. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments. The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding

1 the number of workweeks worked by each PAGA Member during the PAGA Period. The
2 amount that each PAGA Member will receive will be calculated by dividing each participating
3 PAGA Member's individual Workweeks by the total Workweeks of all PAGA Members, and
4 multiplying the resulting fraction by the 25% share of the PAGA Payment designated for
5 distribution to aggrieved employees. PAGA Members shall receive this portion of their
6 Individual Settlement Payment regardless of whether they opt out of the participation regarding
7 the class claims.

8 c) Allocation of Individual Settlement Payments. All Individual Settlement
9 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
10 Payment will be allocated as wages and , (80%) shall be allocated as penalties and interest. The
11 portion of the Individual Settlement Payment allocated to wages will be reported by the
12 Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be
13 reported on an IRS Form-1099 by the Settlement Administrator.

14 52. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
15 Participating Class Members under this Settlement, as well as any other payments made
16 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
17 benefit plans to which any Class Members may be eligible, including, but not limited to profit-
18 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
19 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
20 Agreement will not affect any rights, contributions, or amounts to which any Class Members
21 may be entitled under any benefit plans.

22 53. Settlement Administration Process. The Parties agree to cooperate in the
23 administration of the Settlement and to make all reasonable efforts to control and minimize the
24 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
25 will provide the following services:

26 a) Establish and maintain a Qualified Settlement Fund.
27
28

1 b) Calculate the Individual Settlement Payment each Participating Class
2 Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall
3 receive.

4 c) Translate the Class Notice from English to Spanish.

5 d) Print and mail the Class Notice in English and Spanish.

6 e) Perform address searches as detailed below, including conduct additional
7 address searches and skip traces for mailed Class Notices that are returned as undeliverable.

8 f) Process Requests for Exclusion, Objections, calculate Participating Class
9 Members' Individual Settlement Payment, field inquiries or disputes from Class Members.

10 g) Print and issue Settlement Payment Checks, prepare any IRS W2 and
11 1099 Tax Forms and any other filings required by any governmental taxing authority.

12 h) Provide declarations and/or other information to this Court as requested
13 by the Parties and/or the Court.

14 i) Provide weekly status reports to counsel for the Parties.

15 j) Posting a notice of final judgment, after entry of the judgment, online at
16 the Settlement Administrator's website for a period of sixty (60) days pursuant to California
17 Rule of Court 3.769.

18
19 54. Delivery of the Class and PAGA List. Within fourteen (14) calendar days of
20 Preliminary Approval, Defendants will provide the Class List and PAGA List to the Settlement
21 Administrator.

22 55. Class Notice by First-Class U.S. Mail. Within seven (7) calendar days after
23 receiving the Class List from Defendants, the Settlement Administrator will mail the Class
24 Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known
25 mailing addresses identified in the Class List.

26 56. Confirmation of Contact Information in the Class List. Prior to mailing, the
27 Settlement Administrator will perform a search based on the National Change of Address
28 Database for information to update and correct for any known or identifiable address changes.

Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Class Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection to the Settlement.

57. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant Anixter Inc. during the Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or workweek disputes; (i) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

58. PAGA Notice. PAGA Members employed by Express Services, Inc. and assigned to work for Anixter Inc. will not receive a Class Notice. Instead, they will receive a PAGA Notice that identifies the Released PAGA Claims.

59. Disputed Information on Class Notice. Class Members will have an opportunity to dispute the information provided in their Class Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment,

1 Class Members may produce evidence to the Settlement Administrator showing that such information is
2 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed
3 determinative. However, if a Class Member produces evidence contrary to Defendants' records by the
4 Response Deadline, the Settlement Administrator shall notify Class Counsel, and Defendants' counsel to
5 discuss and resolve the dispute, including providing all available relevant information to all counsel. The
6 Parties will resolve all disputes jointly, which shall be final and binding on any Class Member disputes,
7 and shall thereafter instruct the Settlement Administrator how to proceed in processing the dispute. If the
8 Parties cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a
9 determination and if the dispute remains unresolved after that, the dispute shall be submitted to the Court
10 for final determination. All such disputes are to be resolved or submitted to the Court no later than
11 fourteen (14) calendar days after the Response Deadline.

12
13 60. Defective Submissions. If a Class Member's Request for Exclusion is defective
14 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
15 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
16 (3) business days of receiving the defective submission to advise the Class Member that his or
17 her submission is defective and that the defect must be cured to render the Request for
18 Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b)
19 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
20 revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective
21 claim, then the Settlement Administrator will have no further obligation to give notice of a need
22 to cure. If the revised Request for Exclusion is not postmarked within that period, it will be
23 deemed untimely.

24 61. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
25 the Actions must sign and postmark a written Request for Exclusion to the Settlement
26 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
27 Member's name, address, telephone number, and the last four digits of the Class Member's
28 Social Security number and/or the Employee ID number and (b) a clear statement requesting to

1 be excluded from the settlement of the class claims similar to the following: "I wish to exclude
2 myself from the class settlement reached in the matter of *Herrera v. Anixter Inc. et al.* I
3 understand that by excluding myself, I will not receive money from the settlement of my
4 individual claims." The date of the postmark on the return mailing envelope receipt
5 confirmation will be the exclusive means to determine whether a Request for Exclusion has
6 been timely submitted. All Requests for Exclusion will be submitted to the Settlement
7 Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests
8 for Exclusion that were timely submitted. All Class Members who do not request exclusion
9 from the Actions will be bound by all terms of the Settlement Agreement if the Settlement is
10 granted final approval by the Court.

11 62. Defendants' Right to Rescind. If ten percent (10%) or more of the Class
12 Members (rounded to the next whole number) elect not to participate in the Settlement,
13 Defendants may, at their election, rescind the Settlement Agreement and all actions taken in
14 furtherance of it will be thereby null and void. Defendants must meet and confer with Class
15 Counsel prior to exercising this right and must make clear their intent to rescind the Agreement
16 within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these
17 opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants shall be
18 responsible for all Settlement Administration Costs incurred to the date of rescission.

19 63. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
20 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
21 Request for Exclusion will be bound by all of its terms, including those pertaining to the
22 Released Class Claims, as well as any Judgment that may be entered by the Court if it grants
23 final approval to the Settlement. Class Members who opt-out of the Settlement shall not be
24 bound by such Judgment or release. The names of Class Members who have opted-out of the
25 settlement shall be disclosed to the Counsel for Plaintiffs and Defendants and noted in the
26 proposed Judgment submitted to the Court.

27 64. Objection Procedures. To object to the Settlement, a Participating Class Member
28 must postmark a valid Objection to the Settlement Administrator on or before the Response

1 Deadline. The Objection must be signed by the Participating Class Member and contain all
2 information required by this Settlement Agreement including the Class Member's full name,
3 address, telephone number, the last four digits of their social security number and/or Employee
4 ID number, and the specific reason including any legal grounds for the Participating Class
5 Member's objection. The postmark date will be deemed the exclusive means for determining
6 that the Objection is timely. Participating Class Members who fail to object in the manner
7 specified above will be foreclosed from making a written objection, but shall still have a right to
8 appear at the Final Approval Hearing in order to have their objections heard by the Court. At no
9 time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating
10 Class Members to submit written objections to the Settlement or appeal from the Order and
11 Judgment. Class Counsel will not represent any Participating Class Members with respect to
12 any objections to this Settlement.

13 65. Certification Reports Regarding Individual Settlement Payment Calculations.

14 The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly
15 report which certifies: (a) the number of Class Members who have submitted Requests for
16 Exclusion; (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any
17 Class Member has submitted a challenge to any information contained in the Class Notice.
18 Additionally, the Settlement Administrator will provide to counsel for all Parties any updated
19 reports regarding the administration of the Settlement Agreement as needed or requested. The
20 Settlement Administrator will provide a declaration to Class Counsel in advance of the hearing
21 on Final Approval of the settlement which Class Counsel shall be responsible for reviewing and
22 approving.

23 66. Uncashed Settlement Checks. Any checks issued by the Settlement
24 Administrator to Participating Class Members and PAGA Members will be negotiable for at
25 least one hundred eighty (180) calendar days. If a Participating Class Member and/or PAGA
26 Member does not cash his or her settlement check within 180 days, the uncashed funds, subject
27 to Court approval, shall be distributed to the Controller of the State of California to be held
28 pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of

1 those Participating Class Members and/or PAGA Members who did not cash their checks until
2 such time that they claim their property. The Parties agree that this disposition results in no
3 “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement
4 Amount will be paid out to Participating Class Members and PAGA Members, whether or not
5 they all cash their settlement checks. Therefore, Defendants will not be required to pay any
6 interest on such amounts. The Individual Settlement Payments provided to Participating Class
7 Members and to PAGA Members shall prominently state the expiration date or a statement that
8 the settlement check will expire in one hundred eighty (180) days, or alternatively, such a
9 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
10 Individual Settlement Payments will not be reissued, except for good cause and as mutually
11 agreed by the Parties in writing. The parties agree no unclaimed funds will result from the
12 settlement process detailed in this Agreement.

13 67. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and
15 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts
16 paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
17 forwarding all payroll taxes and penalties to the appropriate government authorities.

18 68. Tax Liability. Defendants make no representation as to the tax treatment or legal
19 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
20 not relying on any statement, representation, or calculation by Defendants or by the Settlement
21 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
22 that except for Defendants’ payment of the employer’s portion of any payroll taxes, they will be
23 solely responsible for the payment of any taxes and penalties assessed on the payments
24 described herein. Defendants’ share of any employer-side payroll taxes and other required
25 employer withholdings due on the Individual Settlement Payments, including, but not limited
26 to, Defendants’ FICA and FUTA contributions, shall be paid separate and apart from the Gross
27 Settlement Amount.

28 69. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this

1 section, the “acknowledging party” and each Party to this Agreement other than the
2 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
3 Agreement, and no written communication or disclosure between or among the Parties or their
4 attorneys and other advisers, is or was intended to be, nor shall any such communication or
5 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
6 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
7 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
8 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
9 entered into this Agreement based upon the recommendation of any other Party or any attorney
10 or advisor to any other Party, and (c) is not entitled to rely upon any communication or
11 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
12 imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has
13 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
14 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
15 acknowledging party of the tax treatment or tax structure of any transaction, including any
16 transaction contemplated by this Agreement.

17 70. No Prior Assignments. The Parties and their counsel represent, covenant, and
18 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
19 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
20 demand, action, cause of action or right herein released and discharged.

21 71. Release by Participating Class Members, PAGA Members, the LWDA and the
22 State of California. Upon the funding of the Gross Settlement Amount and all applicable
23 employer-side payroll taxes by Defendants, Participating Class Members shall fully release and
24 discharge the Released Class Parties from any and all Released Class Claims for the Class
25 Period. This release shall be binding on all Participating Class Members. All PAGA Members,
26 the LWDA, and the State of California shall fully release and discharge the Released PAGA
27 Parties from any and all Released PAGA Claims for the PAGA Period. All PAGA Members
28 shall fully release any and all Released PAGA Claims during the PAGA Period regardless of

1 their decision to participate in the class settlement.

2 72. Release of Additional Claims & Rights by Plaintiffs. Upon the funding of the
3 Gross Settlement Amount, each of the Plaintiffs agree – on behalf of themselves only – to the
4 additional following General Release: In consideration of Defendants’ promises and agreements
5 as set forth herein, Plaintiffs hereby release all claims related to their employment or alleged
6 employment with Defendants, including all claims alleged in the Actions, and all claims known
7 and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiffs
8 waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
11 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
14 DEBTOR OR RELEASED PARTY.

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers’ compensation (with the exception of claims arising pursuant to
17 California Labor Code Sections 132(a) and 4553).

18 73. Neutral Employment Reference. Defendant Anixter agrees that it will adopt a
19 neutral reporting policy regarding any future employment references related to Plaintiff
20 Tamayo. In the event that any potential or future employers of Plaintiff Tamayo requests a
21 reference regarding Anixter’s employment, Anixter shall only provide the requested Plaintiff’s
22 dates of employment, job titles during employment, and final rate of pay. Anixter shall not refer
23 to the Actions or this Settlement. Express will follow its reference policy in place at the time of
24 the request, and will not disclose rate of pay absent written authorization from Herrera.

25 74. Nullification of Settlement Agreement. In the event that: (a) the Court does not
26 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
27 material term of this Settlement Agreement; or (c) the Settlement does not become final as
28 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and

any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Pursuant to California Evidence Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, and remains protected by California Evidence Code § 1152. Should the Court fail to approve this settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed mediator in an effort to reach a settlement that may be approved by the Court.

75. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Class Notice attached as Exhibit A. Defendants agree that they will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Actions, or the entry of any Order by another Court with regard to any of the Actions which has the effect of preventing the full and complete approval of this Settlement Agreement as written and agreed to by the Parties, will result in this Settlement Agreement being nullified and voided.

76. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the Class Notice process, including the expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along

1 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the PAGA
2 Payment to the LWDA; (c) Class Counsel's Attorneys' Fees and Costs; (d) the Class
3 Representative Incentive Payments; and (e) the Settlement Administration Costs. Class Counsel
4 will be responsible for drafting all documents necessary to obtain Final Approval but shall
5 provide the proposed Judgment to Defendants' Counsel for their approval (which shall not be
6 unreasonably withheld). Any failure by the Court to fully and completely approve the
7 Settlement Agreement as to all of the Actions, or the entry of any Order by another Court with
8 regard to any of the Actions which has the effect of modifying material terms of this Agreement
9 or preventing the full and complete approval of the Settlement Agreement as written and agreed
10 to by the Parties, will result in this Agreement and all obligations under this Agreement being
11 null and void. Defendants agree they shall not oppose the granting of the Motion for Final
12 Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of
13 this Agreement.

14
15 77. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
16 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
17 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
18 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
19 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
20 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

21 78. Exhibits Incorporated by Reference. The terms of this Settlement include the
22 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
23 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

24 79. Entire Agreement. This Settlement Agreement and any attached Exhibits
25 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
26 oral agreements may be deemed binding on the Parties.

27 80. Amendment or Modification. This Settlement Agreement may be amended or
28 modified only by a written instrument signed by counsel for all Parties or their successors-in-

1 interest.

2 81. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
3 warrant and represent they are expressly authorized by the Parties whom they represent to
4 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
5 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
6 execute any other documents required to effectuate the terms of this Settlement Agreement. The
7 Parties and their counsel will cooperate with each other and use their best efforts to affect the
8 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
9 content of any document needed to implement the Settlement, or on any supplemental
10 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
11 seek the assistance of the Court to resolve such disagreement.

12 82. Binding on Successors and Assigns. This Settlement Agreement will be binding
13 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
14 defined.

15 83. California Law Governs. All terms of this Settlement Agreement hereto will be
16 governed by and interpreted according to the laws of the State of California.

17 84. Execution and Counterparts. This Settlement Agreement is subject only to the
18 execution of all Parties. However, the Settlement Agreement may be executed in one or more
19 counterparts. All executed counterparts and each of them, including facsimile and scanned
20 copies of the signature page, will be deemed to be one and the same instrument provided that
21 counsel for the Parties will exchange among themselves original signed counterparts.

22 85. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
23 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions
24 and have arrived at this Settlement after arm's-length negotiations and in the context of
25 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
26 further acknowledge that they are each represented by competent counsel and that they have had
27 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
28 Settlement.

1 86. Invalidity of Any Provision. Before declaring any provision of this Agreement
2 invalid, the Court will first attempt to construe the provision as valid to the fullest extent
3 possible consistent with applicable precedents so as to define all provisions of this Agreement
4 valid and enforceable.

5 87. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
6 class certification for purposes of this Settlement only; except, however, that either party may
7 appeal any court order that materially alters the Settlement Agreement's terms.

8 88. Class Action Certification for Settlement Purposes Only. The Parties agree to
9 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
10 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
11 that certification for purposes of the Settlement is not an admission that class action certification
12 is proper under the standards applied to contested certification motions and that this Agreement
13 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
14 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than
15 according to the Settlement's terms.

16 89. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
17 dispute that has arisen between them and to avoid the burden, expense and risk of continued
18 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
19 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
20 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
21 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
22 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
23 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
24 construed as an admission or concession by Defendants of any such violations or failures to
25 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
26 this Agreement, this Agreement and its terms and provisions shall not be offered or received as
27 evidence in any action or proceeding to establish any liability or admission on the part of
28 Defendants or to establish the existence of any condition constituting a violation of, or a non-

1 compliance with, federal, state, local or other applicable law.

2 90. Captions. The captions and section numbers in this Agreement are inserted for
3 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
4 the provisions of this Agreement.

5 91. Waiver. No waiver of any condition or covenant contained in this Settlement
6 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
7 considered to imply or constitute a further waiver by such party of the same or any other
8 condition, covenant, right or remedy.

9 92. Mutual Preparation. The Parties have had a full opportunity to negotiate the
10 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
11 more strictly against one Party than another merely by virtue of the fact that it may have been
12 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
13 negotiations between the Parties, all Parties have contributed to the preparation of this
14 Settlement Agreement.

15 93. Representation By Counsel. The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this
17 Agreement, and that this Agreement has been executed with the consent and advice of counsel
18 and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are
19 no liens on the Agreement.

20 94. All Terms Subject to Final Court Approval. All amounts and procedures
21 described in this Settlement Agreement herein will be subject to final Court approval.

22 95. Cooperation and Execution of Necessary Documents. The Parties agree to
23 cooperate to promote participation in the Settlement, and in seeking court approval of the
24 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
25 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
26 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any
27 Class Member prior to the funding of the Gross Settlement Amount concerning claims released
28 via this Agreement, or enter into any arbitration agreement with any Class Member that covers

1 the claims released via this Agreement during the Settlement approval process prior to the
2 funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an
3 agreement approved by the Court.

4 96. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
5 with class action procedure, this Settlement Agreement shall be enforceable by the Court
6 pursuant to California Code of Civil Procedure § 664.6. The Court shall retain continuing
7 jurisdiction over the Actions and over all Parties and Class Members, to the fullest extent to
8 enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any
9 claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys'
10 fees and costs to the prevailing party in any motion or action taken and based on an alleged
11 violation of any material term of the Settlement Agreement.

12 97. Voluntary Agreement. The Parties acknowledge that they have entered into this
13 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
14 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
15 statements made by the other Parties other than those contained in this Settlement Agreement.
16 Each of the Parties hereto expressly waives any right they might ever have to claim that this
17 Settlement Agreement was in any way induced by fraud.

18 98. Confidentiality. The Parties and their counsel agree to keep the terms of the
19 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,
20 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
21 initiate any contact with the press, respond to any press inquiry or have any communication with
22 the press about the fact, amount or terms of the Settlement Agreement. The Parties and their
23 counsel agree not to publicize, or cause to be publicized, the discussions resulting in or the
24 existence of this settlement or its terms, in any type of mass media, including, but not limited to,
25 speeches, press conferences, press releases, interviews, television or radio broadcasts,
26 newspapers, postings on Facebook, Twitter or any other social media, or on Class Counsels'
27 website. Breach of this provision shall entitle Plaintiff or Defendant in the exercise of their
28

1 discretion, to nullify the settlement at any time before final approval by the Court. Without
2 limitation by the foregoing, either Party may enforce this provision through an action for
3 injunctive relief. This provision does not bind and is not applicable to the Class Members.
4 Moreover, notwithstanding anything in this provision, Plaintiffs' Counsel can discuss the
5 Settlement with Plaintiffs and with Class Members and can include the Settlement in all
6 necessary Court and ancillary documents supporting the resolution of the Actions including but
7 not limited to public court filings, online filings with the Labor and Workforce Development
8 Agency, submission of the Settlement and other documents regarding the Settlement to the
9 Settlement Administrator, and the posting by the Settlement Administrator of the Settlement and
10 other Court approved documents on its website. Nothing in this paragraph is intended to interfere
11 with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
12 including but not limited to, communicating with Class Members regarding the settlement.
13 Additionally, Class Counsel may reference the Actions, but not the terms of the Agreement or
14 underlying settlement discussions, in other publicly filed declarations in order to establish their
15 adequacy as Class Counsel. Nothing in this paragraph is intended to interfere with any
16 disclosures made by Defendant during the ordinary course of Defendant's business operations.

17
18 99. Binding Agreement. The Parties warrant that they understand and have full
19 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
20 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
21 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
22 provisions that otherwise might apply under federal or state law.

23 //

24 //

25 //

26 //

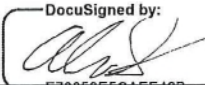
27 //

28 //

1 APPROVED AS TO FORM AND CONTENT:

2 Dated: 12/21/2021
3 _____

PLAINTIFF

4 By:  DocuSigned by:
5 E73058E5CAEE42B...
6 Alan Herrera

7
8 Dated: _____

PLAINTIFF

9
10
11 By: _____
12 Jose Tamayo

13
14 Dated: _____

DEFENDANT ANIXTER INC.

15 By: _____

16 Name: _____

17 Title: _____

18
19
20 Dated: _____

DEFENDANT EXPRESS SERVICES, INC.

21 By: 

22 Name: Russell C. Lissuzzo

23 Title: General Counsel

1 APPROVED AS TO FORM AND CONTENT:

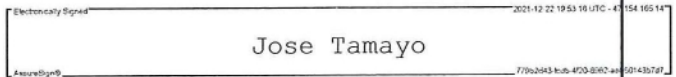
2 Dated: _____

PLAINTIFF

3
4 By: _____
5 Alan Herrera
6

7
8 Dated: 12/22/2021
9

PLAINTIFF

10
11 By:  Jose Tamayo
12 Jose Tamayo
13

14 Dated: _____

DEFENDANT ANIXTER INC.

15 By: _____
16 Name: _____
17 Title: _____
18

19
20 Dated: 1/4/2022

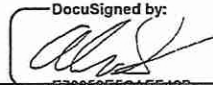
DEFENDANT EXPRESS SERVICES, INC.

21 By: 
22 Name: Russell C. Lissuzzo
23 Title: General Counsel
24
25
26
27
28

1 APPROVED AS TO FORM AND CONTENT:

2 Dated: 12/21/2021

PLAINTIFF

3
4 By: 
5 DocuSigned by: E73058E5CAEE42B...
6 Alan Herrera

7
8 Dated: _____

PLAINTIFF

9
10
11 By: _____
12 Jose Tamayo

13
14 Dated: 1/10/2022

DEFENDANT ANIXTER INC.

15 By:  _____

16 Name: William Shin

17 Title: Assistant General Counsel

18
19
20 Dated: _____

DEFENDANT EXPRESS SERVICES, INC.

21 By: _____

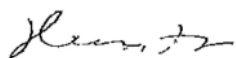
22 Name: _____

23 Title: _____

1 APPROVED AS TO FORM ONLY:

2
3 Dated: 12/28/2021

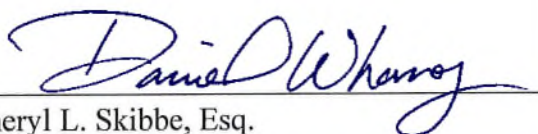
PROTECTION LAW GROUP, LLP

4
5 By: 

6 Heather Davis, Esq.
7 Amir Nayebdadash, Esq.
8 Attorneys for Plaintiffs

9
10 Dated: 1/10/2022

SEYFARTH SHAW LLP

11
12 By: 

13 Sheryl L. Skibbe, Esq.
14 Daniel C. Whang, Esq.
15 Elizabeth J. MacGregor, Esq.
16 Attorneys for Defendant
17 ANIXTER INC.

18 Dated: 1/4/2022

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

19
20 By: 

21 Morgan P. Forsey, Esq.
22 Nora K. Stilestein, Esq.
23 Tyler J. Johnson, Esq.
24 Attorneys for Defendant
25 EXPRESS SERVICES, INC.

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Herrera, et al. v. Anixter, Inc., et al.

Orange County Superior Court, Case Nos. 30-2020-01142893-CU-OE-CXC,

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid or non-exempt individuals who were employed by Anixter Inc. within the State of California at any time between June 15, 2016, and July 8, 2021
------------	--

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was filed against Defendant Anixter, Inc. (“Anixter”) by Plaintiffs Alan Herrera and Jose Tamayo (“Plaintiffs”) on June 15, 2020. The lawsuit alleges that Anixter did not provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including unpaid minimum wages and overtime, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, did not maintain accurate payroll records, failed to reimburse employees for necessary business expenses and maintained unfair business practices in violation of California’s Unfair Competition Law (“UCL”). The lawsuit also seeks to recover penalties for the alleged Labor Code Violations pursuant to the California Private Attorneys General Act of 2004 (PAGA). The PAGA claim was also brought against Express Services, Inc. dba Express Employment Professionals (“Express”). Where applicable, Anixter and Express are referred to collectively in this notice as “Defendants.”

Defendants deny all alleged violations and deny that they owe Plaintiffs, any of the Class Members, or any of the individuals whom Plaintiffs sought to represent, any remedies. The Court has not made a ruling on the merits of the Lawsuit. However, the parties have agreed to a settlement in order to avoid the expense and uncertainty of continued litigation.

2. Why is this a class/representative action?

In a class action, one or more people called “Class Representatives” sue on behalf of people who may have similar claims. The Class Representative in this case is Jose Tamayo. Plaintiff Tamayo seeks to represent the “Class,” or “Class Members.” Plaintiff Herrera is the “PAGA Representative” in this case. Plaintiff Herrera seeks to represent the California Labor and Workforce Development Agency and the PAGA Members. In a class action and PAGA Action, one court resolves the issues for all Class Members/PAGA Members. The Orange County Superior Court is in charge of this lawsuit.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Rather, the Settlement is a compromise reached after a good faith, arms’ length negotiation between Plaintiffs and Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiffs also believe that this Settlement is in the best interests of all Class Members. The Court has not ruled on the merits of Plaintiffs’ claims or the Defendants’ defenses.

The Settlement is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the Settlement, appointed Plaintiff Tamayo as the Class Representative, Plaintiff Herrera as the PAGA Representative, and appointed their attorneys at Lawyers for Justice, P.C. and Protection Law Group, LLP as counsel for the Class (“Class Counsel”).

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Class Settlement if you were employed by Anixter, Inc as an hourly-paid or non-exempt employee within the State of California at any time from June 15, 2016, until July 8, 2021. (“Class Member”).

You are part of the PAGA Settlement if were employed by Anixter, Inc., and/or were employed by Express Services Inc. and assigned to work as an hourly-paid or non-exempt employee within the State of California at any time from April 10, 2019, until July 8, 2021. (“PAGA Member”)

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Two Million Six Hundred Thousand Dollars (\$2,620,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Nine Hundred and Seventeen Thousand Dollars (\$917,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Incentive Payment to the Class and PAGA Representatives** not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to each Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated to be Fifteen Thousand Dollars (\$15,000.00); and
- E. **PAGA Payment** in the amount of Four Hundred Thousand Dollars (\$400,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$300,000.00) shall be paid to the Labor Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) (\$100,000.00) will be distributed to PAGA Members for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement (your “Individual Settlement Payment”) will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked for Anixter in California as an hourly-paid or non-exempt employee from June 15, 2016, until July 8, 2021 (“Class Period”). Your Individual Settlement Payment includes your estimated share of the Net Settlement Amount and/or your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) penalties, and forty percent (40%) interest. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid by Anixter separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of

each Class Member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. This amount is an estimate and may change depending on the number of timely and valid requests for exclusions submitted in the Settlement and other payments approved by the Court.

This Amount was determined based on Anixter's record of your employment between June 15, 2016 until July 8, 2021, and is presumed correct. If you dispute the accuracy of Anixter's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties, or by the Court if the Parties cannot agree, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff Tamayo and all Class Members who do not submit a timely request for exclusion shall release the "Released Class Parties" from the "Released Class Claims" that arose during the Class Period.

The "Released Class Parties" include Defendant Anixter, Inc. and any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" means any and all claims that are alleged, or reasonably could have been alleged based on the facts asserted in the operative complaint in the Herrera Action including any claims based on allegations re: (i) failure to pay all wages, minimum wages, and overtime wages; (ii) failure to provide meal periods or premium compensation in lieu thereof; (iii) failure to provide rest periods or premium compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay timely wages at time of termination or resignation; (vii) failure to timely pay wages during employment (including claims under any applicable Industrial Welfare Commission Wage Orders); (viii) unfair business practices that were or could have been premised on the facts alleged in the operative complaint; (ix) failure to maintain required payroll records; and (x) any claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2802(c), and the applicable IWC Wage Order, and under the Fair Labor Standards Act, 29 U.S.C. section 201 et seq., that could have been based on the facts alleged in the operative Complaint, at any time during the Class Period.

The release of the Class Claims pertains to the Class Period from June 15, 2016, through July 8, 2021.

Further, upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff Herrera and all PAGA Members shall release the "Released PAGA Parties" for the "Released

PAGA Claims” that arose during the “PAGA Period.”

The “Released PAGA Parties” include Defendants Anixter, Inc. and Express Services, Inc. and any of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

“Released PAGA Claims” means all claims for the recovery for civil penalties, attorneys’ fees, and costs permissible under PAGA that are alleged, or reasonably could have been alleged based on the facts asserted in the operative complaint in the Herrera Action, against the Released PAGA Parties, including unpaid straight and overtime wages (including any work off-the-clock and nonproductive time for any piece rate work), failure to provide reporting time pay, failure to pay employees all minimum wages and overtime wages, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., 2800, and 2802 and the applicable IWC Wage Order, at any time during the PAGA Period..

The release of PAGA claims pertains to the PAGA Period from April 10, 2019, until July 8, 2021.

All PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released PAGA Parties irrespective of whether a Class Member submits a request for exclusion.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Anixter with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Herrera v. Anixter, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released Class Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*).

You may be able to sue Anixter and/or the Released Class Parties or continue any suit you have pending against Anixter and/or the Released Class Parties, regarding the Released Class Claims (except for Released Class Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*).

9. If I don't exclude myself, can I sue Anixter for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Anixter and the Released Class Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No, except if you worked between April 10, 2019 to July 8, 2021, in which case you will still receive the portion of your Individual Settlement Payment for Released Class Claims that arise under PAGA. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Anixter and/or Released Class Parties for Released Class Claims (except for Released Class Claims that arise under PAGA).

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Lawyers for Justice, PC and Protection Law Group LLP as Class Counsel. The firms' contact information is:

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$917,000.00 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

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

THE COURT’S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2021, at the Orange County Superior Court, located at 751 W. Santa Ana Blvd, Santa Ana, CA 92701 in Department CX105.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Please see https://www.occourts.org/media-relations/covid/Public_Remote_Hearing_Instructions_-_Zoom_12-17-2020.pdf for information on how to schedule remote appearances.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\]](http://www.[REDACTED]).

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Anixter and/or the Released Class Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [www.\[REDACTED\]](http://www.[REDACTED]) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE
CLERK OF THE COURT OR THE JUDGE**

Exhibit B

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of Express Services, Inc. dba Express Employment Professionals and were assigned to work for Anixter, Inc. at any time between April 10, 2019, until July 8, 2021, you are entitled to receive money from a Settlement brought under the Private Attorneys General Act of 2004 (PAGA).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Herrera v. Anixter, Inc. et. al.*, Orange County Superior Court Case No. CIVDS2013809 (the “Action” or “Lawsuit”). The Defendants are Anixter, Inc. and Express Services, Inc. dba Express Employment Professionals (hereinafter referred to as “Defendants”).

The Court has granted approval of a PAGA Settlement that includes the following “PAGA Members:”

All current and former hourly-paid or non-exempt individuals who were employed by Anixter Inc., and/or were employed by Express Services, Inc. and assigned to work for Anixter Inc. within the State of California at any time during the PAGA Period.

Defendants’ employment records indicate that you meet this definition, which makes you a PAGA Member. The Court directed that this Notice be sent to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available and how to get them.

2. What is this Lawsuit about?

On June 15, 2020, Plaintiff Alan Herrera filed a representative action complaint against Defendants alleging several violations of California wage and hour laws. Plaintiff filed the Action as a Private Attorney General on behalf of the State and sought penalties on behalf of himself, the State, and all current and former non-exempt, hourly employees of Defendants. Plaintiff alleged that Defendants owe penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”). Defendants vigorously deny all the claims and contentions made in the Lawsuit and maintain they have fully complied with the law but have agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to settle the PAGA claims as part of a larger class and representative settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendants. The PAGA Representative and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all PAGA Members.

4. How much is Allocated to Resolve PAGA Claims Under the Settlement?

This Parties have allocated Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) to resolve claims under the Private Attorneys General Act of 2004 (PAGA). The law requires that 75% of this amount, or Three Hundred Thousand Dollars and Zero Cents (\$300,000.00), be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25%, or One Hundred Thousand Dollars and Zero Cents (\$100,000.00) will be paid out to the PAGA Members. No portion will be returned to Defendants.

5. How much am I receiving?

Each PAGA Member will receive a *pro rata* share of the PAGA Payment based on the number of workweeks the person performed work for Anixter, Inc. as a non-exempt, hourly employee during the PAGA Period, defined as the period of time from April 10, 2019, until July 8, 2021. Any workweek in which a PAGA Member worked at least one day shall be counted as a workweek.

To calculate a PAGA Member’s share of the PAGA Payment, the \$100,000 allocated for distribution to the PAGA Members workweeks during the PAGA Period will be divided by the aggregate total number of workweeks of all PAGA Members, resulting in the “Workweek Value.” Each PAGA Member’s PAGA Payment Share will be calculated by multiplying each individual PAGA Member’s total number of workweeks by the Workweek Value.

Your Compensable Workweeks are: <<workweeks>>

Your PAGA Payment Share is: \$<<Est.PAGAPaymentAmt>>

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those PAGA Members who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, all PAGA Members have released the Released PAGA Parties from the Released PAGA Claims for the PAGA Period, which is defined as the period of time between April 10, 2019, and July 8, 2021.

The Released PAGA Claims are defined as all claims for the recovery for civil penalties, attorneys’ fees, and costs permissible under PAGA that are alleged, or reasonably could have been alleged based on the facts asserted in the operative complaint in the Herrera Action, against the Released PAGA Parties, including unpaid straight and overtime wages (including any work off-the-clock and nonproductive time for any piece rate work), failure

to provide reporting time pay, failure to pay employees all minimum wages and overtime wages, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to reimburse necessary business-related expenses; and violations of Labor Code Sections 201, 202, 203, 204, 226(a), 226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2698, et seq., 2800, and 2802 and the applicable IWC Wage Order, at any time during the PAGA Period.

Claims of PAGA Members, if any, for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period are not encompassed within the definition of "Released PAGA Claims." PAGA Members cannot opt out of or object to the foregoing PAGA Release.

The Released PAGA Parties are defined as Defendants Anixter Inc. and Express Services, Inc. dba Express Employment Professionals as named by Plaintiff Herrera in the operative complaint in the Herrera Action, and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

If you have questions, you can call the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS OR
SUPERVISORS ABOUT THIS SETTLEMENT
They will not be able to assist you.