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Attorneys for Plaintiff
ALAN HERRERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ALAN HERRERA, individually and as an
aggrieved employee and private attorney
general, JOSE TAMAYO, individually and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

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

Defendants.

Case No.: 30-2020-01142893-CU-OE-CXC

*Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX105*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

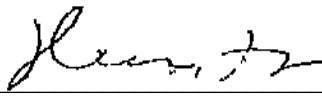
Complaint filed: June 15, 2020
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on January 13, 2023, the Honorable Randall J. Sherman in
3 Department CX105 in the above-entitled Court, located at 951 West Santa Ana Blvd., Santa Ana,
4 California 92701, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Final Order and Judgment which was executed and filed on
6 January 13, 2023.

7
8 Dated: January 20, 2023

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiff*
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EXHIBIT A

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15 *Attorneys for Plaintiffs*

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF ORANGE**

18 ALAN HERRERA, individually and as an
19 aggrieved employee and private attorney
20 general, JOSE TAMAYO, individually and
21 on behalf of other members of the general
22 public similarly situated;

23 Plaintiffs,

24 vs.

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

Defendants

Case No.: 30-2020-01142893-CU-OE-CXC

*Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX105*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: January 13, 2023
Hearing Time: 10:00 a.m.
Dept: CX105

Complaint filed: June 15, 2020
Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court for a hearing and
3 Final Order Approving Class Action and PAGA Settlement (“Final Order”), consistent with the
4 Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint
5 Stipulation of Class Action and PAGA Settlement and Amendments thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Order
7 granting Plaintiffs’ Motion for Preliminary Approval, and the Court having considered all papers
8 filed and proceedings held herein and otherwise being fully informed and good cause appearing
9 therefor, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “All
12 individuals employed in hourly or non-exempt positions by Defendant Anixter, Inc. in California
13 at any time between June 15, 2016, and July 8, 2021.” The term “Participating Class Member”
14 includes all Class Members who did not submit a timely and valid Request for Exclusion as
15 provided in the Settlement.

16 3. The term “PAGA Member” shall mean “all individuals employed in an hourly or
17 non-exempt position by Defendant Anixter, Inc. and/or who were employed by Defendant
18 Express Service, Inc. to work for Defendant Anixter, Inc., in California at any time between
19 April 10, 2019, and July 8, 2021.”

20 4. This Court has jurisdiction over the subject matter of this Action and over all
21 Parties to this Action, including all Class Members and PAGA Members.

22 5. Distribution of the Notice was directed to the Class Members as set forth in the
23 Agreement and the other matters set forth therein have been completed in conformity with the
24 Preliminary Approval Order, including individual notice to all Class Members who could be
25 identified through reasonable effort, and the best notice practicable under the circumstances. The
26 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
27 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
28 Notice, and the Notice fully satisfied the requirements of due process. All Class Members, all

Released Class Claims, and all Released PAGA Claims are covered by and included within the Settlement and this Final Order.

6. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

7. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

8. Upon the complete funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members, shall release and discharge the Released Class Parties from the Released Class Claims that arose during the Class Period as set forth in the Agreement.

9. Upon the funding of the Gross Settlement Amount, Plaintiffs, all PAGA Members, the LWDA, and the State of California shall release and discharge the Released PAGA Parties from the Released PAGA Claims that arose during the PAGA Period, as set forth in the Agreement.

10. Additionally, upon the funding of the Gross Settlement Amount, Plaintiffs—on behalf of themselves only—shall also generally release and discharge the Defendants from all known and unknown claims that arose during their employment as set forth in the Agreement.

1 11. No Class Member submitted a request to be excluded from the Settlement.
2 Accordingly, all Class Members are hereby included in this final order and judgment. The last
3 date to timely submit a request for exclusion was December 2, 2022.

4 12. The Court hereby finds that there were no written objections to the Settlement.
5 The last day to submit a written objection to the settlement was December 2, 2022. The Court
6 also notes there were no objections made at the hearing on Final Approval of the Settlement.

7 13. The Court finds the settlement payments provided for under the Agreement to be
8 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
9 and amendments thereto the Court orders Defendants to fund the Gross Settlement Amount of
10 \$2,620,000.00 within 14 days of the Effective Date to provide payments for the Class/PAGA
11 Members individual settlement payments, class and PAGA representative incentive payments for
12 Plaintiffs, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and
13 expenses, and penalties to the California Labor and Workforce Development Agency pursuant to
14 Labor Code Section 2698 et seq. The calculations and the payments shall be made administered
15 in accordance with the terms of the Agreement.

16 14. Pursuant to the terms of the Agreement and amendments thereto, and the
17 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
18 Counsel attorneys' fees in the amount of \$917,000.00 (35% of the Gross Settlement Amount)
19 and litigation costs in the amount of \$17,424.46 from the Gross Settlement Amount as final
20 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
21 owed to Class Counsel and any other person or entity related to the Action.

22 15. The Court hereby approves and orders a Class Representative Enhancement
23 Payment of \$7,500.00 to Plaintiff Jose Tamayo and a PAGA Representative Enhancement
24 Payment of \$7,500.00 to Plaintiff Alan Herrera from the Gross Settlement Amount.

25 16. The Court approves and orders the payment in the amount of \$300,000 (75% of
26 \$400,000) from the Gross Settlement Amount to the California Labor Workforce Development
27 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
28 remaining \$100,000 (25% of \$400,000) shall be distributed to the PAGA Members as set forth in

1 the Agreement. The Settlement Administrator is ordered to mail the Notice of Representative
2 Action Settlement to the PAGA Only Members along with these payments.

3 17. The Court also hereby approves and orders payment from the Gross Settlement
4 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
5 ILYM Group, Inc., in the amount of \$15,000.

6 18. The Court hereby approves and orders payment of individual settlement payments
7 from the Net Settlement Amount to the Participating Class Members as set forth in the
8 Agreement.

9 19. The Court also hereby approves and orders that any checks distributed from the
10 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
11 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
12 California State Controller's Office and held in trust for such Class/PAGA Members pursuant to
13 California Unclaimed Property Law, Civil Code Sections 1500 et seq.

14 20. Provided the Settlement becomes effective under the terms of the Agreement, the
15 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
16 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

17 21. Neither the Settlement nor any of the terms set forth in the Agreement is an
18 admission by Defendants, or any of the other released parties, nor is this Final Order a finding of
19 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
20 released parties. Neither this Final Order, the Agreement, nor any document referred to herein,
21 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
22 admission by or against Defendants, or any of the other released parties, of any fault,
23 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
24 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
25 be evidence of, an admission or concession with regard to the denials or defenses by Defendants,
26 or any of the other Released Class Parties or Released PAGA Parties, and shall not be offered in
27 evidence in any action or proceeding in any court, administrative agency or other tribunal for any
28 purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the

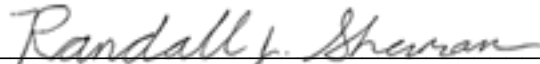
Released Class Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Class Parties or Released PAGA Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims or Released PAGA Claims.

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and PAGA Members and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

23. A Final Report Hearing for a final accounting regarding the status of settlement administration is set for October 20, 2023 at 10:00 a.m. in Department CX-105. Class Counsel shall submit a final report on the disbursement of the settlement payments on or before October 4, 2023.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: **January 13, 2023**


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT