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Attorneys for Plaintiffs, JOEL JOSE DE ALBA-PADILLA and

GERALD KEENE, on behalf of themselves and all others

similarly situated and aggrieved

[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

JOEL JOSE DE ALBA-PADILLA and
GERALD KEENE, as individuals and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

v.

WESCO INTERNATIONAL INC., a
California corporation; ANIXTER INC., a
Delaware corporation; ANIXTER
INTERNATIONAL LLC, a California
limited liability company; EXPRESS
SERVICES, INC., a Colorado corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: C24-01297

[Assigned for all purposes to Honorable
Edward G. Weil in Dept. 39]

**AMENDMENT TO CLASS AND
PAGA SETTLEMENT AGREEMENT**

Action Filed: May 15, 2024

Trial Date: None Set

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Attorneys for Defendants WESCO INTERNATIONAL INC.,
WESCO DISTRIBUTION INC., ANIXTER, INC.,
ANIXTER INTERNATIONAL INC., and STAND PETERSON

1 Plaintiffs Joel Jose De Alba-Padilla and Gerald Keene ("Plaintiffs"), on behalf of
2 themselves and the Settlement Class, and Defendants Wesco International, Inc., Anixter Inc.,
3 Anixter International LLC, and Express Services, Inc. ("Defendants"), hereby agree as follows

4 **I. RECITALS**

5 The Parties entered into a Class Action and PAGA Settlement ("Settlement
6 Agreement"), attached hereto as Exhibit A and incorporated herein by reference.

7 On July 22, 2026, the Court granted preliminary approval of the Settlement Agreement,
8 attached hereto as Exhibit B and incorporated herein by reference.

9 Following preliminary approval, the Parties discovered that the Settlement Agreement
10 inadvertently identified an incorrect start date for the "Wesco Class Period."

11 The Parties desire to correct this scrivener's error so that the Settlement Agreement
12 accurately reflects the class period intended by the Parties.

13 NOW, THEREFORE, the Parties agree as follows:

14 **1. Amendment to Definition of Wesco Class Period.**

15 Paragraph 1.47 of the Settlement Agreement is amended to read as follows:

16 "Wesco Class Period means the period from May 15, 2023 through February 10, 2025."

17 **2. Conforming Corrections.**

18 Any reference in the Settlement Agreement to a Wesco Class Period beginning on May 15,
19 2020 shall be deemed replaced with May 15, 2023.

20 To the extent any class member counts, workweek calculations, release provisions, allocation
21 formulas, notice descriptions, or other settlement administration provisions are based upon the
22 Wesco Class Period, such provisions shall be interpreted and administered using the corrected
23 Wesco Class Period of May 15, 2023 through February 10, 2025.

24 **3. No Other Changes.**

25 Except as expressly modified herein, all terms and provisions of the Settlement Agreement
26 remain in full force and effect.

27 **4. Effectiveness.**

28 This First Amendment shall become effective upon execution by the Parties and approval by

the Court.

IT IS SO AGREED:

Joel De Alba Padilla

08/14/2026

Plaintiff, Joel Jose De Alba-Padilla

Bill Shin

Bill Shin

For Defendant, Wesco International, Inc.

Gerald Keene

08/14/2026

Plaintiff, Gerald Keene

Bill Shin

Bill Shin

For Defendant, Wesco Distribution, Inc.

Bill Shin

Bill Shin

For Defendant, Anixter Inc.

Bill Shin

Bill Shin

For Defendant, Anixter International Inc.

AGREED AS TO FORM ONLY:

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