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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ORANGE**
14

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

19 Plaintiffs,

20 vs.

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

25 Defendants.
26
27
28

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

[Assigned for all purposes to the Hon. Randall
J. Sherman, Dept. CX105]

**FIRST AMENDMENT TO THE JOINT
STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

1 2. Paragraph 35 of the Settlement shall be amended to reference a Request for
2 Exclusion Form that will be included in the Notice Packet and incorporated into the Agreement
3 as Exhibit C. Paragraph 35 shall now read: “Request for Exclusion” means submitting a valid
4 and timely Request for Exclusion Form included in the Class Notice Packet and attached hereto
5 as Exhibit C. To be effective, the Request for Exclusion must contain all information required
6 on the form and must be post-marked by the Response Deadline and received by the Settlement
7 Administrator.

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

23 4. Paragraph 51(c) of the Settlement shall be revised to change the tax allocation of
24 the Class/PAGA Members Individual Settlement Payments. Paragraph 51(c) shall now read:
25 Allocation of Individual Settlement Payments. The Class Portion of all Individual Settlement
26 Payments will be allocated as follows: one-third (33.33%) will be allocated as wages, one-third
27 (33.33%) shall be allocated as penalties, and one-third (33.33%) shall be allocated as interest.
28 The PAGA Portion of each PAGA Member’s Individual Settlement Payment shall be allocated

1 as 100% penalties. The portion of the Individual Settlement Payment allocated to wages will be
2 reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage
3 payments will be reported on an IRS Form-1099 by the Settlement Administrator.

4 5. Paragraph 59 of the Settlement shall be revised to include the Class Member who
5 submitted the workweek dispute as a party to the resolution of such dispute. Paragraph 59 shall
6 now read: Disputed Information on Class Notice. Class Members will have an opportunity to
7 dispute the information provided in their Class Notice. To the extent Class Members dispute the
8 number of Workweeks with which they have been credited or the amount of their Individual
9 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
10 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
11 Defendants' records will be presumed determinative. However, if a Class Member produces
12 evidence contrary to Defendants' records by the Response Deadline, the Settlement
13 Administrator shall notify Class Counsel, and Defendants' counsel to discuss and resolve the
14 dispute, including providing all available relevant information to all counsel. The Parties and
15 Class Member will resolve all disputes jointly, which shall be final and binding on any Class
16 Member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in
17 processing the dispute. If the Parties and Class Member cannot reach an agreement, disputes
18 shall be referred to the Settlement Administrator for a determination. If the dispute remains
19 unresolved to the satisfaction of Plaintiffs, Defendants, or the Class Member who is contesting
20 the workweek determination, the dispute shall be submitted to the Court for final determination.
21 All such disputes are to be resolved or submitted to the Court no later than fourteen (14)
22 calendar days after the Response Deadline.

23 6. Paragraph 61 of the Settlement shall be amended to reference the Request for
24 Exclusion Form included in the Class Notice Packet. Paragraph 61 shall now read: Request for
25 Exclusion Procedures. Any Class Member wishing to opt-out from the Actions must submit the
26 Request for Exclusion Form provided in the Class Notice Packet and attached hereto as Exhibit
27 C. The Request for Exclusion must include all information requested on the Request for
28 Exclusion Form and must be post-marked by the Response Deadline. The date of the postmark

1 on the return mailing envelope receipt confirmation will be the exclusive means to determine
2 whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be
3 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and
4 Defendants' Counsel the Requests for Exclusion that were timely submitted. All Class Members
5 who do not request exclusion from the Actions will be bound by all terms of the Settlement
6 Agreement if the Settlement is granted final approval by the Court.

7 7. The Notice of Proposed Class Action Settlement attached to the Settlement as
8 Exhibit A shall be amended to reflect the redlined changes attached hereto as Exhibit A.

9 8. The Notice of Representative Action Settlement attached to the Settlement as
10 Exhibit B shall be amended to reflect the redlined changes attached hereto as Exhibit B.

11 9. The Request for Exclusion from Class Action Settlement Form attached hereto
12 as Exhibit C shall be incorporated into the Settlement as Exhibit C.

13 Dated: 08/03/2022
14

PROTECTION LAW GROUP, LLP

15
16 By: 
17 Heather Davis, Esq.
18 Amir Nayebdadash, Esq.
19 Attorneys for Plaintiffs

20 Dated: 08/03/2022
21

LAWYERS FOR JUSTICE

22
23 By: 
24 Edwin Aiwozian, Esq.
25 Attorneys for Plaintiffs
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Dated: August 2, 2022

SEYFARTH SHAW LLP

By: 

Daniel C. Whang, Esq.
Elizabeth J. MacGregor, Esq.
Attorneys for Defendant
ANIXTER INC.

Dated: _____

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

By: 

Morgan P. Forsey, Esq.
Nora K. Stilestein, Esq.
Tyler J. Johnson, Esq.
Attorneys for Defendant
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~~ The Class Portion of your Individual Settlement Payment will be apportioned as ~~twenty percent~~one-third (33.33%) wages, ~~forty percent~~one-third (40.33%) penalties, and ~~forty percent~~one-third (40.33%) 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.

In addition to the Class Payment, PAGA Members will receive a share of the PAGA Payment. The PAGA portion of your Individual Settlement Payment will be allocated as 100% as penalties that will not be subject to deductions and withholdings.

You worked XXX workweeks during the Class Period. ~~Your~~ The Class Portion of 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.

You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX

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~~between the Parties, the Settlement Administrator, and the class member who submitted the workweek dispute. If the Parties, Settlement Administrator, and disputing Class Member are unable to resolve the dispute, the dispute shall be submitted to the Court. 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.”complete and return the request for exclusion form included with this Notice including your name, address, telephone number, and the last four digits of your social security number or Employee ID number.

The ~~written~~ request for exclusion [form](#) 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.██████████ 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

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. PAGA Members cannot opt out of or object to the foregoing PAGA Release.

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.

Exhibit C

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

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

Orange County Superior Court Case No. 30-2020-01142893-CU-OE-CXC

IF YOU COMPLETE THIS FORM YOU WILL NOT RECEIVE YOUR SHARE OF BENEFITS UNDER THE SETTLEMENT

DO NOT COMPLETE THIS FORM IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT

TO BE EXCLUDED FROM THE SETTLEMENT, THIS OPT-OUT FORM MUST BE SIGNED AND MAILED TO THE SETTLEMENT ADMINISTRATOR VIA U.S. MAIL POSTMARKED ON OR BEFORE [REDACTED], 2022

<<Claim Number>>

<<Name>> _____

<<Address>> _____

<<City>>, <<State>> <<Zip Code>> _____

INSTRUCTIONS

If you do not want to participate in this lawsuit and settlement, you may “opt out” of the Settlement. If you opt out of this lawsuit and the settlement, (a) you will have no right to receive any benefit under the settlement in this case; (b) you will not be bound by the terms of the settlement; and (c) you will have no right to object to the settlement and be heard at the Final Fairness Hearing.

If you were employed between April 10, 2019, and July 8, 2021, you will still receive the PAGA Portion of your individual settlement payment and will remain bound by the Released PAGA Claims as the Request for Exclusion does not apply to this claim.

To opt out of the class portion of the settlement, you must fill out all information in the section below, sign, and return this Request for Exclusion Form to the Settlement Administrator at the address below. To be timely, your Request for Exclusion Form must be postmarked **on or before [Response Deadline]**

**ILYM Group, Inc.
14771 Plaza Drive, Unit L
Tustin, CA 92780**

REQUEST FOR EXCLUSION SIGNATURE

By signing this Request for Exclusion Form, I hereby opt out of this lawsuit and settlement reached in the matter of *Herrera et al. v. Anixter, Inc. et al.* By signing this Request for Exclusion, I understand that I will not receive money from the class portion of the settlement and I will have no right to object to the settlement or be heard at the Final Fairness Hearing. I further understand that I am still bound by the Released PAGA Claims and will receive the PAGA Portion of my individual settlement payment.

Date: _____

Name: _____

Signature: _____

Last Four Digits of Social Security Number or Employee ID Number: _____

Home/Cell Telephone Number: (_____) _____ - _____