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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]

**CLASS AND PAGA SETTLEMENT  
AGREEMENT**

Action Filed: May 15, 2024

Trial Date: None Set

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16 WESCO DISTRIBUTION INC., ANIXTER, INC.,

17 ANIXTER INTERNATIONAL INC., and STAND PETERSON

1           This Class Action and PAGA Settlement Agreement (“Agreement”) and release of claims  
2 is made by and between plaintiffs JOEL JOSE DE ALBA-PADILLA (“Plaintiff Padilla”) and  
3 GERALD KEENE (“Plaintiff Keene” and together with Plaintiff Padilla, “Plaintiffs”) and  
4 defendants WESCO INTERNATIONAL, INC., WESCO DISTRIBUTION, INC., ANIXTER  
5 INC., ANIXTER INTERNATIONAL INC., and STAND PETERSON (collectively,  
6 “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or  
7 individually as “Party.”

8           **1.       DEFINITIONS**

9       1.1.   “Action(s)” means the Plaintiffs’ lawsuits alleging wage and hour violations against  
10 Defendants, captioned *Joel Jose De Alba-Padilla v. Wesco Distribution Inc., et al.*, Case No.  
11 C24-01297, initiated on May 15, 2024, and pending in Superior Court of the State of California,  
12 County of Contra Costa; *Joel Jose De Alba-Padilla v. Wesco Distribution Inc., et al.*, Case No.  
13 24STCV18030, initiated on July 19, 2024, and pending in Superior Court of the State of  
14 California, County of Los Angeles; *Gerald Keene v. Anixter, Inc., et al.*, Case No. CU-23-04283,  
15 initiated on September 28, 2023, and pending in Superior Court of the State of California, County  
16 of Solano; and *Gerald Keene v. Anixter, Inc., et al.*, Case No. CU-23-05669, initiated on  
17 December 1, 2023, and pending in Superior Court of the State of California, County of Solano.  
18       1.2.   “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have  
19 agreed to appoint to administer the Settlement.

20       1.3.   “Administration Expenses Payment” means the amount the Administrator will be paid  
21 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance  
22 with the Administrator’s “not to exceed” bid submitted to the Court in connection with  
23 Preliminary Approval of the Settlement.

24       1.4.   “Anixter Aggrieved Employee” means a person employed by ANIXTER INC. or  
25 ANIXTER INTERNATIONAL INC in California and classified as a non-exempt employee who  
26 worked for Defendants during the Anixter PAGA Period.

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1 1.5. “Anixter Class” means all persons employed by ANIXTER INC. or ANIXTER  
2 INTERNATIONAL INC. in California and classified as a non-exempt employee who worked  
3 for Defendants during the Anixter Class Period.

4 1.6. “Anixter Class Period” means the period from September 25, 2022, through February  
5 10, 2025.

6 1.7. “Anixter PAGA Notice” means Plaintiff Keene’s September 25, 2023, letter to Defendants  
7 and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

8 1.8. “Anixter PAGA Period” means the period from September 25, 2022, through the end of  
9 the Anixter Class Period.

10 1.9. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,  
11 P.C.

12 1.10. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean  
13 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and  
14 expenses, respectively, incurred to prosecute the Action.

15 1.11. “Class Data” means Anixter Class Member and Wesco Class Member identifying  
16 information in Defendants’ custody, possession, or control, including the Anixter Class  
17 Member’s and/or Wesco Class Member’s (1) name; (2) last known address(es); (3) last known  
18 telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment  
19 (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

20 1.12. “Class Member” or “Settlement Class Member” means a member of the Anixter Class  
21 and/or the Wesco Class, as either a Participating Class Member or Non-Participating Class  
22 Member (including a Non- Participating Class Member who qualifies as an Anixter Aggrieved  
23 Employee and/or Wesco Aggrieved Employee).

24 1.13. “Class Member Address Search” means the Administrator’s investigation and search for  
25 current Class Member mailing addresses using all reasonably available sources, methods and  
26 means including, but not limited to, the National Change of Address database, skip traces, and  
27 direct contact by the Administrator with Class Members.

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1 1.14. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION  
2 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to  
3 Class Members in English and Spanish in the form, without material variation, attached as Exhibit  
4 A and incorporated by reference into this Agreement.

5 1.15. "Class Representative" means the named Plaintiffs in the operative complaint in the  
6 Action seeking Court approval to serve as Class Representatives.

7 1.16. "Class Representative Service Payment" means the payment to the Class Representatives  
8 for initiating the Action and providing services in support of the Action.

9 1.17. "Court" means the Superior Court of California, County of Contra Costa.

10 1.18. "Defendants" means named defendants Wesco International Inc., Wesco Distribution,  
11 Inc., Anixter Inc., Anixter International Inc., and Stand Peterson.

12 1.19. "Defense Counsel" means Daniel Whang and Lilah J. Wylde of Seyfarth Shaw LLP.

13 1.20. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting  
14 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the  
15 latest of the following occurrences: (a) if there is an appeal of the Court's Judgment, the date the  
16 Judgement is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the  
17 time to file a petition for writ of certiorari to the United State Supreme Court or California  
18 Supreme Court; (b) if a petition for writ of certiorari is filed, the date of denial of the petition for  
19 writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (c) if no appeal  
20 is filed, the expiration date of the time for filing or noticing any appeal of the Judgment. .

21 1.21. "Final Approval" means the Court's order granting final approval of this Settlement  
22 Agreement and entering a judgment approving this Settlement on substantially the same terms  
23 provided herein or as may be modified by subsequent agreement of the Parties or order of the  
24 Court.

25 1.22. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval  
26 of the Settlement.

27 1.23. "Final Judgment" means the Judgment entered by the Court based upon the Final  
28 Approval.

1 1.24. "Gross Settlement Amount" means One Million Two Hundred Fifty Thousand Dollars  
2 and Zero Cents (\$1,250,000.00) which is the total amount Defendants agrees to pay under the  
3 Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes  
4 owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount  
5 will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA  
6 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment,  
7 and Administrator's Expenses.

8 1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the  
9 Net Settlement Amount calculated according to the number of Workweeks worked during the  
10 Class Period.

11 1.26. "Individual PAGA Payment" means the Anixter Aggrieved Employee's and/or Wesco  
12 Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the  
13 number of PAGA Pay Periods worked during the PAGA Period.

14 1.27. "Judgment" means the judgment entered by the Court based upon Final Approval.

15 1.28. "LWDA" means the California Labor and Workforce Development Agency, the agency  
16 entitled, under Labor Code section 2699, subd. (i).

17 1.29. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA  
18 under Labor Code section 2699, subd. (i).

19 1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following  
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA  
21 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
22 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be  
23 paid to Participating Class Members as Individual Class Payments.

24 1.31. "Non-Participating Class Member" means any Class Member who opts out of the  
25 Settlement by sending the Administrator a valid and timely Request for Exclusion.

26 1.32. "PAGA Pay Period" means any pay period during which an Anixter Aggrieved Employee  
27 and/or Wesco Aggrieved Employee worked for Defendants for at least one day during the Anixter  
28

PAGA Period and/or Wesco PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to the LWDA (\$75,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiffs” means Joel Jose De Alba-Padilla and Gerald Keene the named plaintiffs in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, corporate affiliates, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the

Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Wesco Aggrieved Employee” means a person employed by WESCO INTERNATIONAL INC., and/or WESCO DISTRIBUTION, INC., in California and classified as a non-exempt employee who worked for Defendants during the Wesco PAGA Period.

1.46. “Wesco Class” means all persons employed by WESCO INTERNATIONAL, INC. and/or WESCO DISTRIBUTION, INC. in California and classified as a non-exempt employee who worked for Defendants during the Wesco Class Period.

1.47. “Wesco Class Period” means the period from May 15, 2020, through February 10, 2025.

1.48. “Wesco PAGA Notice” means Plaintiff Padilla’s May 15, 2024, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.49. “Wesco PAGA Period” means the period from May 15, 2023, through the end of the Wesco Class Period.

1.50. “Workweek” means any week during which a Class Member worked for Defendants, for at least one day during the Anixter Class Period or Wesco Class Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

## **2. RECITALS**

2.1. On September 25, 2023, Plaintiff Keene filed with the LWDA and served on WESCO INTERNATIONAL, INC., ANIXTER INC., ANIXTER INTERNATIONAL INC., and Express Services, Inc., a notice under Labor Code section 2699.3 stating Plaintiff Keene intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (the “Wesco PAGA Notice”).

2.2. On September 28, 2023, Plaintiff Keene filed a class action complaint in the Superior Court of the State of California, County of Solano, Case No. CU-23-04283, against defendants

WESCO INTERNATIONAL, INC., ANIXTER INC., ANIXTER INTERNATIONAL INC., and Express Services, Inc., for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition (“Keene Class Action”). Express Services Inc. was dismissed from the Keene Class Action on December 27, 2023.

2.3. On December 1, 2023, after 65 days passed without any communication from the LWDA, Plaintiff Keene filed a PAGA representative action complaint in Superior Court of the State of California, County of Solano, entitled, *Gerald Keene v. Anixter Inc., et al.*, Case No. CU23-05669, for civil penalties under Labor Code in connection with the allegations made in the Anixter PAGA Notice (“Keene PAGA Action”).

2.4. On May 15, 2024, Plaintiff Padilla commenced this Action by filing a complaint in the Superior Court of the State of California, County of Contra Costa, Case No. C24-01297, against defendants WESCO DISTRIBUTION, INC. and STAND PETERSON for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition (“Padilla Class Action”).

2.5. Also on May 15, 2024, Plaintiff Padilla filed with the LWDA and served on WESCO DISTRIBUTION, INC a notice under Labor Code section 2699.3 stating Plaintiff Padilla intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (the “Wesco PAGA Notice”).

2.6. On July 19, 2024, after 65 days passed without any communication from the LWDA, Plaintiff Padilla filed a PAGA representative action complaint in Superior Court of the State of California, County of Los Angeles, entitled, *Joel Jose De Alba-Padilla v. Wesco Distribution Inc., et al.*, Case No. 24STCV18030, for civil penalties under Labor Code in connection with the allegations made in the Wesco PAGA Notice (“Padilla PAGA Action”).

2.7. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.8. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 25% of Class Members through the date of mediation; (b) wage and hour policy documents; (c) class data points; and (e) all documents pertaining to Plaintiff available to Defendants.

2.9. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.10. On November 12, 2024, the Parties participated in an all-day mediation presided over by Jeffrey A. Ross, Esquire. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

2.11. The Court has not granted class certification.

2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.13. As part of this Agreement, the Parties further agree to stipulate to Plaintiffs filing a First Amended Complaint in the Padilla Class Action, adding Plaintiff Keene as a named plaintiff, and adding the allegations set forth in the Padilla PAGA Action, Keene Class Action, and Keene PAGA Action, for the purpose of settlement approval. Subsequent to the entry of the First Amended Complaint in the Padilla Class Action, Plaintiffs shall dismiss the Padilla PAGA Action, Keene Class Action, and Keene PAGA Action, without prejudice, and move for preliminary approval of the Settlement in the Padilla Class Action.

### **3. MONETARY TERMS**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$1,250,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement

Amount without asking or requiring Participating Class Members, Anixter Aggrieved Employees, or Wesco Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payment to Plaintiffs of not more than \$7,500.00 each, for a total of \$15,000.00 to Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$437,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel shall file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or

1 Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee  
2 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will  
3 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one  
4 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes  
5 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
6 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute  
7 or controversy regarding any division or sharing of any of these Payments. There will  
8 be no additional charge of any kind to either the Settlement Class Members or request  
9 for additional consideration from Defendants for such work unless, Defendants  
10 materially breach this Agreement, including any term regarding funding, and further  
11 efforts are necessary from Class Counsel to remedy said breach, including, without  
12 limitation, moving the Court to enforce the Agreement. Should the Court approve  
13 attorneys' fees and/or litigation costs and expenses in amounts that are less than the  
14 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net  
15 Settlement Amount.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
17 \$9,950.00 except for a showing of good cause and as approved by the Court. To the  
18 extent the Administration Expenses are less or the Court approves payment less than  
19 \$9,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated  
21 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
22 by all Participating Class Members during the Anixter Class Period and Wesco Class  
23 Period and (b) multiplying the result by each Participating Class Member's Workweeks.

24 3.2.4.1. The Administrator will calculate the total number of Workweeks worked  
25 by the Anixter Class during the Anixter Class Period and by Wesco Class during  
26 the Wesco Class Period by: (a) adding the total number of Workweeks in the  
27 Anixter Class Period and the total number of Workweeks in the Wesco Class  
28 Period, then (b) subtracting the number of Workweeks in which Settlement

Class Members worked for Defendants during both the Anixter Class Period and Wesco Class Period.

3.2.4.2. The Administrator will calculate the Participating Class Member's Workweeks by: (a) adding the number of Workweeks the Participating Class Member worked for Defendants during the Anixter Class Period and during the Wesco Class Period, then (b) subtracting the number of Workweeks the Participating Class Member worked in both the Anixter Class Period and Wesco Class Period, if any, to avoid double payment.

3.2.4.3. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.4. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Anixter Aggrieved Employees' and

Wesco Aggrieved Employees' 25% share of PAGA Penalties, \$25,000.00, by the total number of PAGA Pay Periods worked by all Anixter Aggrieved Employees during the Anixter PAGA Period and by Wesco Aggrieved Employees during the Wesco PAGA Period, then (b) multiplying the result by each Anixter Aggrieved Employees' and Wesco Aggrieved Employees' Pay Periods. In the event that an Anixter Aggrieved Employee worked for Defendants during the Wesco PAGA Period, the Anixter Aggrieved Employee's PAGA Pay Periods will be reduced by the number of pay periods worked in both the Anixter PAGA Period and Wesco PAGA Period, to avoid double payment. Anixter Aggrieved Employees and Wesco Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that as of the date of mediation, there were approximately 48,809 Workweeks collectively during the Anixter and Wesco Class and PAGA Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated

1 Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
2 Defendants must send the Class Data to the Administrator, the Parties and their counsel will  
3 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
4 to missing or omitted Class Data.

5 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement  
6 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by  
7 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

8 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the  
9 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,  
10 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses  
11 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
12 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,  
13 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment  
14 shall not precede disbursement of Individual Class Payments, and the Individual PAGA  
15 Payments.

16 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
17 Individual PAGA Payments and send them to the Class Members via First Class U.S.  
18 Mail, postage prepaid. The face of each check shall prominently state the date (not less  
19 than 180 days after the date of mailing) when the check will be voided. The  
20 Administrator will cancel all checks not cashed by the void date. The Administrator  
21 will send checks for Individual Settlement Payments to all Participating Class Members  
22 (including those for whom Class Notice was returned undelivered). The Administrator  
23 will send checks for Individual PAGA Payments to all Aggrieved Employees including  
24 Non-Participating Class Members who qualify as Aggrieved Employees (including  
25 those for whom Class Notice was returned undelivered). The Administrator may send  
26 Participating Class Members a single check combining the Individual Class Payment  
27 and the Individual PAGA Payment. Before mailing any checks, the Settlement  
28

1 Administrator must update the recipients' mailing addresses using the National Change  
2 of Address Database.

3 4.4.2. The Administrator must conduct a Class Member Address Search for all other  
4 Class Members whose checks are returned undelivered without USPS forwarding  
5 address. Within 7 days of receiving a returned check the Administrator must re-mail  
6 checks to the USPS forwarding address provided or to an address ascertained through  
7 the Class Member Address Search. The Administrator need not take further steps to  
8 deliver checks to Class Members whose re-mailed checks are returned as undelivered.  
9 The Administrator shall promptly send a replacement check to any Class Member whose  
10 original check was lost or misplaced, requested by the Class Member prior to the void  
11 date.

12 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
13 PAGA Payment check is uncashed and cancelled after the void date, the Administrator  
14 shall transmit the funds represented by such checks to the California Controller's Office,  
15 Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid  
16 residue" subject to the requirements of California Code of Civil Procedure section  
17 384(b).

18 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall  
19 not obligate Defendants to confer any additional benefits or make any additional  
20 payments to Class Members (such as 401(k) contributions or bonuses) beyond those  
21 specified in this Agreement.

## 22 **5. RELEASE OF CLAIMS**

23 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,  
24 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all  
25 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,  
26 Class Members, and Class Counsel will release claims against all Released Parties as follows:

27 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present representatives,  
28 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge

Released Parties from any and all claims, including but not limited to, any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims for entitlement to any pay; claims for defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims for harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or any other protected category; claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1981, the American With Disabilities Act, Section 1981 of the Civil Rights Act of 1866, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act; claims under California Government Code section 12900 et seq.; claims for unfair competition; claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Keene and Padilla Class Periods. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that

1 if known by him or her would have materially affected his or her settlement with the  
2 debtor or Released Party.

3 5.2. Anixter Class Release: For the duration of the Anixter Class Period, all Participating  
4 Class Members of the Anixter Class, on behalf of themselves and their respective former and  
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release  
6 Released Parties from (1) all claims that were alleged and (2) all claims that reasonably could  
7 have been alleged based on the facts stated in the Operative Complaint. This includes, without  
8 limitation: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay  
9 minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof;  
10 (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all  
11 claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-  
12 compliant wage statements; (7) all claims for failure to timely pay wages; (8) all claims for failure  
13 to reimburse business expenses; (9) all claims for violation of Labor Code section 227.3; and (10)  
14 all claims asserted through California Business & Professions Code section 17200, *et seq.* arising  
15 out of the Labor Code violations referenced in the Operative Complaint. The release of the  
16 foregoing claims extends to all theories of relief or liability regardless of whether the claim is,  
17 was, or could have been alleged as separate claims, causes of action, or lawsuits.

18 5.3. Wesco Class Release: For the duration of the Wesco Class Period, all Participating Class  
19 Members of the Wesco Class, on behalf of themselves and their respective former and present  
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
21 Parties from (1) all claims that were alleged and (2) all claims that reasonably could have been  
22 alleged based on the facts stated in the Operative Complaint. This includes, without limitation:  
23 (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages;  
24 (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims  
25 for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the  
26 failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage  
27 statements; (7) all claims for failure to timely pay wages; (8) all claims for failure to reimburse  
28 business expenses; (9) all claims for violation of Labor Code section 227.3; and (10) all claims

1 asserted through California Business & Professions Code section 17200, *et seq.* arising out of the  
2 Labor Code violations referenced in the Operative Complaint. The release of the foregoing claims  
3 extends to all theories of relief or liability regardless of whether the claim is, was, or could have  
4 been alleged as separate claims, causes of action, or lawsuits.

5 5.4. Except as set forth in Section 5.2 and 5.3 of this Agreement, Participating Class Members  
6 do not release any other claims, including claims for vested benefits, wrongful termination,  
7 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social  
8 security, workers' compensation, or claims based on facts occurring outside the Anixter Class  
9 Period or Wesco Class Period.

10 5.5. Anixter PAGA Release: For the duration of the Anixter PAGA Period, all Anixter  
11 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
13 Released Parties from (1) all claims for PAGA penalties that were alleged and (2) all claims for  
14 PAGA penalties that reasonably could have been alleged, based on the facts stated in the  
15 Operative Complaint and the Keene PAGA Notice, including but not limited to for violations of  
16 Labor Code sections 98.6, 201, 201.3, 203, 210, 212, 213, 226.7, 221, 223, 226, 226.3, 226.7,  
17 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,  
18 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2699.3, 2802, 2810.5, 3366, 3457, 6400 *et seq.*,  
19 8397.4, and Cal. Code Regs, title 8, section 110404(5)(A), associated Wage Orders, and Business  
20 and Professions Code section 17200, 16600, and 16700.

21 5.6. Wesco PAGA Release: For the duration of the Anixter PAGA Period, all Anixter  
22 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former  
23 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
24 Released Parties from (1) all claims for PAGA penalties that were alleged and (2) all claims for  
25 PAGA penalties that reasonably could have been alleged, based on the facts stated in the  
26 Operative Complaint and the Padilla PAGA Notice, including but not limited to for violations of  
27 Labor Code sections 98.6, 201, 201.3, 203, 210, 212, 213, 226.7, 221, 223, 226, 226.3, 226.7,  
28 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,

1 1197, 1197.1, 1197.5, 1198.5, 1527, 2699, 2699.3, 2802, 2810.5, 3366, 3457, 6400 *et seq.*,  
2 8397.4, and Cal. Code Regs, title 8, section 110404(5)(A), associated Wage Orders, and Business  
3 and Professions Code section 17200, 16600, and 16700.

#### 4 **6. MOTION FOR PRELIMINARY APPROVAL**

5 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion  
6 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary  
7 Approvals.

8 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and endeavor to deliver to Defense  
9 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the  
10 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an  
11 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement  
12 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary  
13 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed  
14 declaration from the Administrator attaching its “not to exceed” bid for administering the  
15 Settlement and attesting to its willingness to serve; competency; operative procedures for  
16 protecting the security of Class Data; amounts of insurance coverage for any data breach,  
17 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of  
18 interest with Class Members; and the nature and extent of any financial relationship with  
19 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming  
20 willingness and competency to serve and disclosing all facts relevant to any actual or potential  
21 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm  
22 attesting to its competency to represent the Class Members; its timely transmission to the LWDA  
23 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.  
24 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code  
25 section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest  
26 with Class Members and the Administrator.

27 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible  
28 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full

1 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary  
2 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary  
3 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the  
4 Administrator.

5 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
8 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
9 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
10 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by  
11 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the  
12 Court's concerns.

## 13 7. SETTLEMENT ADMINISTRATION

14 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the  
15 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this  
16 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for  
17 payment of Administration Expenses. The Parties and their Counsel represent that they have no  
18 interest or relationship, financial or otherwise, with the Administrator other than a professional  
19 relationship arising out of prior experiences administering settlements.

20 7.2. Employer Identification Number. The Administrator shall have and use its own Employer  
21 Identification Number for purposes of calculating payroll tax withholdings and providing reports  
22 state and federal tax authorities.

23 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
24 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section  
25 468B-1.

### 26 7.4. Notice to Class Members

27 7.4.1. No later than three (3) business days after receipt of the Class Data, the  
28 Administrator shall notify Class Counsel that the list has been received and state the

number of Class Members, Anixter Aggrieved Employees, Keene Aggrieved Employees, total number of Workweeks during the Anixter Class Period and Wesco Class Period, the number of Workweeks in which Settlement Class Members worked for Defendants during both the Anixter Class Period and Wesco Class Period, and total number of Pay Periods during the Anixter PAGA Period and Wesco PAGA Period, and the number of pay periods worked by Anixter Aggrieved Employees during the Wesco PAGA Period in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise  
2 discovers any persons who believe they should have been included in the Class Data  
3 and should have received Class Notice, the Parties will expeditiously meet and confer,  
4 and in good faith in an effort to agree on whether to include them as Class Members. If  
5 the Parties agree, such persons will be Class Members entitled to the same rights as other  
6 Class Members, and the Administrator will send, via email or overnight delivery, a Class  
7 Notice requiring them to exercise options under this Agreement not later than 15 days  
8 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are  
9 later.

10 7.5. Requests for Exclusion (Opt-Outs).

11 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
12 must send the Administrator, by mail, a signed written Request for Exclusion not later  
13 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days  
14 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
15 from a Class Member or his/her representative that reasonably communicates the Class  
16 Member's election to be excluded from the Settlement and includes the Class Member's  
17 name, address and email address or telephone number. To be valid, a Request for  
18 Exclusion must be timely postmarked by the Response Deadline.

19 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it  
20 fails to contain all the information specified in the Class Notice. The Administrator  
21 shall accept any Request for Exclusion as valid if the Administrator can reasonably  
22 ascertain the identity of the person as a Class Member and the Class Member's desire  
23 to be excluded. The Administrator's determination shall be final and not appealable or  
24 otherwise susceptible to challenge. If the Administrator has reason to question the  
25 authenticity of a Request for Exclusion, the Administrator may demand additional proof  
26 of the Class Member's identity. The Administrator's determination of authenticity shall  
27 be final and not appealable or otherwise susceptible to challenge.

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1       7.5.3.     Every Class Member who does not submit a timely and valid Request for  
2       Exclusion is deemed to be a Participating Class Member under this Agreement, entitled  
3       to all benefits and bound by all terms and conditions of the Settlement, including the  
4       Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,  
5       regardless whether the Participating Class Member actually receives the Class Notice  
6       or objects to the Settlement.

7       7.5.4.     Every Class Member who submits a valid and timely Request for Exclusion is a  
8       Non-Participating Class Member and shall not receive an Individual Class Payment or  
9       have the right to object to the class action components of the Settlement. Because future  
10      PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-  
11      Participating Class Members who are Aggrieved Employees are deemed to release the  
12      claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual  
13      PAGA Payment.

14   7.6.   Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after  
15   the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose  
16   Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if  
17   any) allocated to the Class Member in the Class Notice. The Class Member may challenge the  
18   allocation by communicating with the Administrator via mail. The Administrator must  
19   encourage the challenging Class Member to submit supporting documentation. In the absence  
20   of any contrary documentation, the Administrator is entitled to presume that the Workweeks  
21   contained in the Class Notice are correct so long as they are consistent with the Class Data. The  
22   Administrator's determination of each Class Member's allocation of Workweeks and/or Pay  
23   Periods shall be final and not appealable or otherwise susceptible to challenge. The  
24   Administrator shall promptly provide copies of all challenges to calculation of Workweeks  
25   and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination  
26   the challenges.

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1    7.7.   Objections to Settlement

2       7.7.1.     Only Participating Class Members may object to the class action components of  
3               the Settlement and/or this Agreement, including contesting the fairness of the  
4               Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class  
5               Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

6       7.7.2.     Participating Class Members may send written objections to the Administrator, by  
7               mail. In the alternative, Participating Class Members may appear in Court (or hire an  
8               attorney to appear in Court) to present verbal objections at the Final Approval Hearing.  
9               A Participating Class Member who elects to send a written objection to the  
10              Administrator must do so not later than 45 days after the Administrator's mailing of the  
11              Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-  
12              mailed).

13      7.7.3.     Non-Participating Class Members have no right to object to any of the class action  
14              components of the Settlement.

15    7.8.   Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
16    performed or observed by the Administrator contained in this Agreement or otherwise.

17      7.8.1.     Website, Email Address and Toll-Free Number. The Administrator will maintain  
18              and use an internet website to post information of interest to Class Members including  
19              the date, time and location for the Final Approval Hearing and copies of the Settlement  
20              Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
21              Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,  
22              Class Counsel Litigation Expenses Payment and Class Representative Service Payment,  
23              the Final Approval and the Judgment. The Administrator will also maintain and monitor  
24              an email address and a toll-free telephone number to receive Class Member calls and  
25              emails.

26      7.8.2.     Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
27              promptly review on a rolling basis Requests for Exclusion to ascertain their validity.  
28              Not later than 5 days after the expiration of the deadline for submitting Requests for

1 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel  
2 containing (a) the names and other identifying information of Class Members who have  
3 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and  
4 other identifying information of Class Members who have submitted invalid Requests  
5 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted  
6 (whether valid or invalid).

7 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
8 reports to Class Counsel and Defense Counsel that, among other things, tally the number  
9 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
10 Exclusion (whether valid or invalid) received, objections received, challenges to  
11 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for  
12 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The  
13 Weekly Reports must include provide the Administrator’s assessment of the validity of  
14 Requests for Exclusion and attach copies of all Requests for Exclusion and objections  
15 received.

16 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to  
17 address and make final decisions consistent with the terms of this Agreement on all  
18 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The  
19 Administrator’s decision shall be final and not appealable or otherwise susceptible to  
20 challenge.

21 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to  
22 file the Motion for Final Approval of the Settlement, the Administrator will provide to  
23 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting  
24 to its due diligence and compliance with all of its obligations under this Agreement,  
25 including, but not limited to, its mailing of Class Notice, the Class Notices returned as  
26 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total  
27 number of Requests for Exclusion from Settlement it received (both valid or invalid),  
28 the number of written objections and attach the Exclusion List. The Administrator will

1 supplement its declaration as needed or requested by the Parties and/or the Court. Class  
2 Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator  
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide  
5 Class Counsel and Defense Counsel with a final report detailing its disbursements by  
6 employee identification number only of all payments made under this Agreement. At  
7 least 7 days before any deadline set by the Court, the Administrator will prepare, and  
8 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in  
9 Court attesting to its disbursement of all payments required under this Agreement. Class  
10 Counsel is responsible for filing the Administrator's declaration in Court.

## 11 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

12 Based on its records to date, Defendants estimates that as of the date of the mediation,  
13 there were approximately 44,809 Workweeks worked by Class Members during the Class Period.

14 8.1. Increase in Workweeks. Defendants represent that there were 48,809 Workweeks worked  
15 by the Anixter Class and Wesco Class, combined, through the date of mediation. If the total  
16 number of Workweeks increases by more than 10% (so that there are 53,690 or more  
17 Workweeks) by the end of the Anixter and Wesco Class Periods, then Defendants shall have the  
18 option to: (1) increase the Gross Settlement Amount proportionally by the number of Workweeks  
19 in excess of 53,690 Workweeks multiplied by the Workweek Value; or (2) end the Anixter Class  
20 Period and Wesco Class Period on the date that the total number of Workweeks reaches 53,690.  
21 The Workweek Value shall be calculated by dividing the originally agreed-upon Gross  
22 Settlement Amount (\$1,250,000.00) by 48,809, which amounts to a Workweek Value of \$25.61.  
23 Thus, for example, should there be 55,000 Workweeks in the Anixter Class Period and Wesco  
24 Class Period combined and Defendants elect to increase the Gross Settlement Amount pursuant  
25 to option (1) above, then the Gross Settlement Amount shall be increased by \$26,634.40 ((55,000  
26 Workweeks – 53,690 Workweeks) x \$25.61 per Workweek). Defendants option (2) above, to  
27 end the Anixter Class Period and Wesco Class Period on the date that the number of Workweeks  
28 reaches 53,690, expires upon the Settlement Administrator's mailing of the Class Notice.

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**9. MOTION FOR FINAL APPROVAL**

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as

provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **10. AMENDED JUDGMENT**

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## **11. ADDITIONAL PROVISIONS**

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any

1 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants  
2 reserve the right to contest certification of any class for any reasons, and Defendants reserve all  
3 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class  
4 certification on any grounds available and to contest Defendants' defenses. The Settlement, this  
5 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
6 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
7 Settlement and this Agreement).

8 11.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and  
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement  
10 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit  
11 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly  
12 or indirectly, specifically or generally, to any person, corporation, association, government  
13 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
14 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
15 extent necessary to report income to appropriate taxing authorities; (4) in response to a court  
16 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
17 government agency. Each Party agrees to immediately notify each other Party of any judicial or  
18 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,  
19 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any  
20 conversation or other communication, before the filing of the Motion for Preliminary Approval,  
21 any with third party regarding this Agreement or the matters giving rise to this Agreement except  
22 to respond only that "the matter was resolved," or words to that effect. This paragraph does not  
23 restrict Class Counsel's communications with Class Members in accordance with Class  
24 Counsel's ethical obligations owed to Class Members.

25 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and  
26 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
27 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's  
28

1 ability to communicate with Class Members in accordance with Class Counsel's ethical  
2 obligations owed to Class Members.

3 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
4 together with its attached exhibits shall constitute the entire agreement between the Parties  
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or  
6 inducements made to or by any Party.

7 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
8 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all  
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
11 terms of this Agreement including any amendments to this Agreement.

12 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their  
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
14 Settlement Agreement, submitting supplemental evidence and supplementing points and  
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form  
16 or content of any document necessary to implement the Settlement, or on any modification of the  
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the  
18 assistance of a mediator and/or the Court for resolution.

19 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not  
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
22 action, or right released and discharged by the Party in this Settlement.

23 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are  
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR  
26 Part 10, as amended) or otherwise.

27 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
28 modified, changed, or waived only by an express written instrument signed or agreed to by all

1 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly  
2 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any  
3 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any  
4 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on  
5 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of  
6 the use of signatures previously provided by the Parties.

7 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to  
8 the benefit of, the successors of each of the Parties.

9 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
10 governed by and interpreted according to the internal laws of the state of California, without  
11 regard to conflict of law principles.

12 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of  
13 this Agreement. This Agreement will not be construed against any Party on the basis that the  
14 Party was the drafter or participated in the drafting

15 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
16 during Action and in this Agreement relating to the confidentiality of information shall survive  
17 the execution of this Agreement.

18 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code  
19 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants  
20 in connection with the mediation, other settlement negotiations, or in connection with the  
21 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not  
22 be used in any way that violates any existing contractual agreement, statute, or rule of court.

23 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is  
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall  
26 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
27 weekend or federal legal holiday, such date or deadline shall be on the first business day  
28 thereafter.

1 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts  
2 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall  
3 be accepted as an original. All executed counterparts and each of them will be deemed to be one  
4 and the same instrument if counsel for the Parties will exchange between themselves signed  
5 counterparts. Any executed counterpart will be admissible in evidence to prove the existence  
6 and contents of this Agreement.

7 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
8 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further  
9 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend  
10 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement  
11 process.

12 11.19. Severability. In the event that one or more of the provisions contained in this Agreement  
13 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,  
14 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel  
15 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing  
16 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
17 Agreement.

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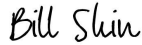
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1 **IT IS SO AGREED:**

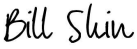
2   
3 Joel DeAlba Padilla (May 6, 2025 16:36 PDT)

4 Plaintiff, Joel Jose De Alba-Padilla



Bill Shin Managing Corp. Counsel

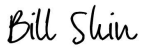
For Defendant, Wesco International, Inc.

6 

7 Plaintiff, Gerald Keene

Bill Shin Managing Corp. Counsel

For Defendant, Wesco Distribution, Inc.

9 

10 Bill Shin

11 For Defendant, Anixter Inc.

12 

13 Bill Shin Managing Corp. Counsel

14 For Defendant, Anixter International Inc.

16 **AGREED AS TO FORM ONLY:**

17 

18 David D. Bibiyan  
19 Vedang J. Patel  
20 Counsel for Plaintiffs



Daniel Whang  
Lilah J. Wylde  
Counsel for Defendants

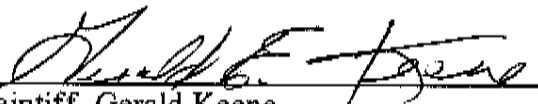
1 **IT IS SO AGREED:**

2  
3 Plaintiff, Joel Jose De Alba-Padilla

*Bill Shin*

bill shin Managing Corp. Counsel

For Defendant, Wesco International, Inc.

4  
5  
6   
7 Plaintiff, Gerald Keene

*Bill Shin*

bill shin Managing Corp. Counsel

For Defendant, Wesco Distribution, Inc.

8  
9 *Bill Shin*

10 bill shin

11 For Defendant, Anixter Inc.

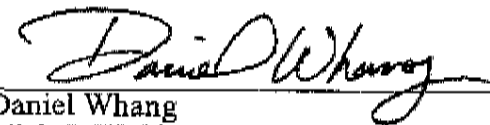
12 *Bill Shin*

13 bill shin Managing Corp. Counsel

14 For Defendant, Anixter International Inc.

15  
16 **AGREED AS TO FORM ONLY:**

17  
18  
19 David D. Bibiyan  
20 Vedang J. Patel  
Counsel for Plaintiffs

  
Daniel Whang  
Lilah J. Wylde  
Counsel for Defendants