

1 ADDENDUM TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

2 *Nevarez v. Costco Wholesale Corp.*

3 LOS ANGELES COUNTY SUPERIOR COURT

4 Case No. 19STCV10017

5  
6 The Parties supersede Section 8.1 of the Class and PAGA Action Settlement Agreement  
7 to now state as follows:

8 **8.1. Release of the Class Claims.** By operation of the Final Approval and Judgment,  
9 and except as to rights that this Agreement creates, each Settlement Class Member—and each  
10 Settlement Class Member’s executors, administrators, representatives, agents, heirs, successors,  
11 assigns, trustees, spouses, or guardians—will release each Released Party from any claim of  
12 liability that was or could have been asserted in this Action or that is based on or arises out of the  
13 facts alleged in this Action, including, without limitation, claims for claims for (1) failure to pay  
14 overtime wages (Cal. Lab. Code § 1194), (2) failure to provided adequate wage statements (Cal.  
15 Lab. Code § 226), (3) failure to pay upon termination (Cal. Lab. Code §§ 201, 202, 203), (4)  
16 failure to pay minimum wage (Cal. Lab. Code §§ 1197 and 204), and (5) unfair business  
17 practices (Cal. Bus. & Prof. Code §§ 17200 et seq.).

18 Specifically excluded from the Release of Class Claims is any claim for unpaid overtime  
19 alleging that any compensation paid on account of Costco’s three-minute rounding practice  
20 should have increased the regular rate of pay for purposes of calculating overtime pay, as that  
21 claim is alleged in *Rough v. Costco Wholesale Corporation*, Case No. 2-19-cv-01340-MCD-DB  
22 (E.D. Cal.), and derivative Labor Code claims (Labor Code §§ 201-203, 226, and 2699)—but  
23 only to the extent that those derivative claims are based on the same overtime theory alleged in  
24 *Rough* that any compensation paid on account of Costco’s three-minute rounding practice should  
25 have increased the regular rate of pay for purposes of calculating overtime pay.

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DATED: September \_\_, 2021

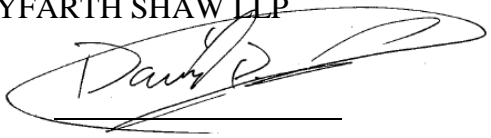
Costco Wholesale Corporation

By \_\_\_\_\_

Its Corporate Counsel

DATED: September 13, 2021

SEYFARTH SHAW LLP

By: 

Attorneys for Defendant Costco

DATED: September \_\_, 2021

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DATED: September \_\_, 2021

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