

1 SECOND ADDENDUM TO CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

2 *Nevarez v. Costco Wholesale Corp.*

3 LOS ANGELES SUPERIOR COURT

4 Case No. 19STCV10017

5 In this Second Addendum, the Parties revise Sections 7.1, 7.6, 7.9, and 7.10, and add section  
6 7.11 of the Class and PAGA Action Settlement Agreement to now state as follows:

7 **7.1. Final Funding of Gross Settlement Amount.** The Parties recognize that Defendant is  
8 a large organization whose internal financial controls require multiple levels of approval to authorize  
9 large wire transfers of money. Accordingly, Defendant will have 21 calendar days after the Effective  
10 Date to deposit the Gross Settlement Amount into the Qualified Settlement Fund. Consistent with  
11 Code of Civil Procedure section 384, the Settlement Administrator shall establish and maintain the  
12 Qualified Settlement Fund in an interest-bearing account.

13 **7.6. Settlement Class Payments.** Each Settlement Class Member shall be provisionally  
14 entitled to payment as described below. Defendant's time records regarding the number of Closing  
15 Shifts shall control for purposes of calculation unless the Class Member submits contrary evidence to  
16 the Settlement Administrator that the Settlement Administrator finds to be persuasive. Settlement Class  
17 Members shall have 45 calendar days from the mailing of the Notice to challenge the calculation of  
18 their payment by submitting contrary evidence regarding their number of Closing Shifts to the  
19 Settlement Administrator.

20 **7.9. Undeliverable or Uncashed Checks.** All Individual Settlement Payment checks will  
21 remain negotiable for 180 days from the date of their mailing. The Settlement Administrator shall  
22 notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. The Settlement  
23 Administrator will use reasonable search methods for any returned checks, and will, within one week of  
24 a check's return, re-mail checks to any new ascertainable address. Approximately 30 days before the  
25 end of the check-cashing period, the Settlement Administrator will send a postcard or email notification  
26 to Class Members who have not cashed their checks to remind them of the deadline. If, after 180 days  
27 from the mailing, there remains any unpaid residue, then, consistent with Code of Civil Procedure  
28 section 384, the uncashed checks shall be voided.

1           **7.10. Report Pursuant to § 384(b).** Within 45 days of the close of the 180-day period set by  
2 section 7.9 of this Agreement, or in such other period as the Court may set, the Settlement  
3 Administrator shall, pursuant to Code of Civil Procedure section 384(b), prepare a report showing the  
4 total amount that was actually paid to the class members, the total amount remaining as unpaid residue  
5 or unclaimed or abandoned funds, and the total amount of any interest that has accrued thereon.  
6 Subject to an amended judgment entered by the Court pursuant to Code of Civil Procedure § 384(b),  
7 the Settlement Administrator shall, within 10 Court days of the entry of such amended judgment,  
8 transmit the unpaid residue and unclaimed funds and any interest thereon, 50% to the Los Angeles  
9 Center for Law and Justice and 50% to Legal Aid at Work, two non-profit legal entities, to support  
10 projects that promote the law consistent with the objectives and purposes of the underlying causes of  
11 action or to provide civil legal services to the indigent.

12           **7.11. Certification of Completion.** Upon fully administering this Agreement, the Settlement  
13 Administrator will certify the completion to the Court and counsel for all Parties in a declaration,  
14 summarizing the total money paid.

15                                   11/4/2021  
16       DATED: November \_\_, 2021

Costco Wholesale Corporation

*Michele Hughes*

By \_\_\_\_\_

Its Corporate Counsel

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20       DATED: November 4, 2021

SEYFARTH SHAW LLP

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Attorneys for Defendant Costco

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25       DATED: November \_\_, 2021

Silverio Nevarez

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DATED: November \_\_, 2021

Efren Correa

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DATED: November \_\_, 2021

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