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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL TRUJILLO, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

MCMaster-CARR SUPPLY COMPANY, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24STCV10790

**[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: August 4, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Laura A. Seigle
Dept: SS-17

Date Filed: April 30, 2024
Trial Date: Not set

1 On August, 2025, 2025, at 9:00 a.m., Plaintiff Michael Trujillo's ("Plaintiff") unopposed
2 motion for preliminary approval of the Class Action and PAGA Settlement with Defendant
3 McMaster-Carr Supply Company ("Defendant" or "McMaster-Carr") came on regularly for
4 hearing in Department SS-17 before the Honorable Laura A. Seigle of the Superior Court of the
5 State of California, in and for the County Los Angeles. The Court, having considered the briefs,
6 argument of counsel, and all matters presented to the Court and good cause appearing, hereby
7 GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Second Amended Class Action and PAGA
11 Settlement Agreement (the "Agreement") attached as Exhibit #1 to the Supplemental Declaration
12 of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action
13 Settlement. This approval is based on the Court's determination that the Settlement set forth in the
14 Agreement is within the range of possible Final Approval, pursuant to the provisions of Section
15 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms defined therein, shall have the same meaning in this Order as set forth in the Agreement.

18 3. The Gross Settlement Amount that Defendant shall pay is Three Million Dollars
19 and Zero Cents (\$3,000,000.00). It appears to the Court on a preliminary basis that the settlement
20 amount and terms are fair, adequate, and reasonable as to all potential Class Members and PAGA
21 Group Members when balanced against the probable outcome of further litigation and the
22 significant risks relating to certification, liability, and damages issues. It further appears that
23 investigation and research have been conducted such that counsel for the Parties are able to
24 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
25 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
26 would be presented by the further litigation of the Parties' claims and defenses. It further appears

1 that the Settlement has been reached as the result of serious and non-collusive, arm's-length
2 negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given Final Approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000.00, and
11 a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
12 \$15,000.00. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
13 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
14 supporting these requests, including lodestar, prior to Final Approval.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
16 representative treatment and class certification for settlement purposes only. This stipulation will
17 not be deemed admissible in this proceeding, or any other proceeding, should this Settlement not
18 become final. For settlement purposes only, the Court conditionally certifies the Class which
19 consists of "all current and former hourly-paid or non-exempt individuals who have been
20 employed by McMaster-Carr in California during the Class Period, who have not previously
21 entered into a general release of all claims against McMaster-Carr." The "Class Period" is April
22 30, 2020 to and including May 5, 2025.

23 7. The Court concludes that, for settlement purposes only, the Class meets the
24 requirements for certification under section 382 of the California Code of Civil Procedure in that:
25 (a) the Class is ascertainable and sufficiently numerous that joinder of all members of the Class is
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
27 community of interest amongst the members of the Class with respect to the subject matter of the
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1 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
2 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
3 action is superior to other available methods for the efficient adjudication of this controversy; and
4 (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate
5 representative of the Class.

6 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
7 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
8 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

9 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$60,000.00, which shall be allocated \$45,000.00 to the Labor and Workforce
11 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
12 paid under this Agreement pursuant to the PAGA, and \$15,000.00 shall be allocated to the PAGA
13 Group Members. “PAGA Group Members” are all current and former hourly-paid or non-exempt
14 individuals employed by McMaster-Carr in California during the PAGA Period (March 11, 2023
15 through May 5, 2025). Pursuant to Labor Code section 2699, subdivision (s), the LWDA was
16 provided notice of the Agreement and these settlement terms. The Court finds the PAGA
17 Penalties to be reasonable.

18 10. The Court hereby approves, as to form and content, the Class Notice attached to the
19 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
20 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
21 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
22 and opportunity to object to the Class Settlement. The Court further finds that the distribution of
23 the Class Notice substantially in the manner and form set forth in the Agreement and this Order
24 meets the requirements of due process, is the best notice practicable under the circumstances, and
25 shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the
26 mailing of the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a
27 Class Notice Packet is returned because of an incorrect address, the Administrator will promptly
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1 search for a more current address for the Class Member and re-mail the Class Notice Packet to any
2 new address for the Class Member no later than seven (7) days after the receipt of the undelivered
3 Class Notice.

4 11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
5 twenty-one (21) calendar days after this Order, Defendant will provide the Class Data to the
6 Administrator. The Administrator will perform address updates and verifications as necessary
7 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
8 than fourteen (14) calendar days after receiving the Class Data, the Administrator will mail the
9 Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known
10 address.

11 12. The Court hereby preliminarily approves the proposed procedure for exclusion
12 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
13 from the Class as provided in the Class Notice by following the instructions for requesting
14 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
15 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
16 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
17 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
18 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
19 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
20 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
21 any right to object, appeal, or comment thereon. Class Members who have not requested
22 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
23 request for exclusion may only opt out that particular individual, and any attempt to effect an opt-
24 out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

25 13. Any Class Member who has not opted out may appear at the Final Approval
26 Hearing and may object or express the Class Member's views regarding the Settlement and may
27 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
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1 heard and determined by the Court as provided in the Class Notice. Class Members will have
2 until the Response Deadline to submit their written objections to the Administrator. Written
3 objections may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a
4 Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
5 additional fourteen (14) calendar days. Alternatively, Class Members may appear at the Final
6 Approval Hearing to make an oral objection.

7 14. A Final Approval Hearing shall be held before this Court on _____
8 _____ at _____ in Department 17 at the Spring Street Courthouse of the Los
9 Angeles County Superior Court to hear the motion for Final Approval and for attorneys' fees and
10 costs, and to determine all necessary matters concerning the Settlement, including: whether the
11 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
12 fair, adequate, and reasonable and should be finally approved by the Court; whether the Final
13 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
14 in the Agreement should be approved as fair, adequate, and reasonable to the Class Members; and
15 to finally approve attorneys' fees and costs, any service award, and the fees and expenses of the
16 Administrator. All papers in support of the motion for Final Approval shall be filed with the
17 Court and served on all counsel no later than sixteen (16) court days before the hearing and the
18 motion shall be heard at this Final Approval Hearing.

19 15. Neither the Settlement nor any exhibit, document, or instrument delivered
20 thereunder shall be construed as a concession or admission by Defendant in any way that the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
24 omission by Defendant or with respect to the truth of any allegation asserted by any person.
25 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
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1 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication, or admission by Defendant of any liability,
3 fault, wrongdoing, omission, concession or damage.

4 16. In the event the Settlement does not become effective in accordance with the terms
5 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to
6 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
7 and the Parties shall revert to their respective positions as of before entering into the Agreement,
8 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
9 including all available defenses and affirmative defenses, and arguments that any claim in the
10 Action cannot be certified as a class action and/or managed as a representative action. In such an
11 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
12 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
13 the Agreement with respect to the effect of the Agreement if it is not approved.

14 17. The Court reserves the right to adjourn or continue the date of the Final Approval
15 Hearing and all dates provided for in the Agreement without further notice to Class Members and
16 retains jurisdiction to consider all further applications arising out of or connected with the
17 proposed Settlement.

18 **IT IS SO ORDERED.**

19 Dated: _____

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21 HON. LAURA A. SEIGLE
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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