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Attorneys for Plaintiff VERONICA RODRIGUEZ,
on behalf of herself and others similarly situated

[Additional Counsel on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

VERONICA RODRIGUEZ and JENYFER
FARIAS SANCHEZ, on behalf of themselves
and others similarly situated,

Plaintiffs,

vs.

W.W. GRAINGER, INC.; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: CV-23-000752

CLASS ACTION

*[Assigned for all purposes to the Hon. Sonny S.
Sandhu, Dept. 24]*

**JOINT STIPULATION REQUESTING AN
ORDER APPROVING SUPPLEMENTAL
ADDENDUM TO THE SETTLEMENT
AGREEMENT AND RELEASE;
~~PROPOSED~~ ORDER**

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6 Attorneys for Plaintiff JENYFER FARIAS SANCHEZ,
on behalf of herself and others similarly situated

7 **OGLETREE, DEAKINS, NASH, SOAK & STEWART, P.C.**

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13 Attorneys for Defendant W.W. GRAINGER, INC.
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1 Plaintiffs VERONICA RODRIGUEZ and JENYFER FARIAS SANCHEZ (“Plaintiffs”) and
2 Defendant W.W. GRAINGER, INC. (“Defendant”) (collectively hereinafter referred to as “the
3 Parties”), by and through their respective counsel of record, hereby submit the following Joint
4 Stipulation and mutually request the Court enter an order in accordance therewith;

5 **WHEREAS**, on November 21, 2024, the Court granted preliminary approval of a Class
6 Action Settlement by and between Plaintiff and Defendant (the “Settlement” or “Settlement
7 Agreement”);

8 **WHEREAS**, after the date of the Court’s preliminary approval of the Settlement, the
9 Settlement Administrator advised the Parties that, after fully reviewing the available Class Data
10 compiled from Defendant’s records provided by Defendant to the Settlement Administrator, (1) the
11 Escalator Clause has been triggered and is expected to result in an increase to the Gross Settlement
12 Amount of \$224,612.22 and (2) the number of Class Members exceeds the amount accounted for in
13 the Settlement Administrator’s bid by 790 additional Class Members;

14 **WHEREAS**, the Settlement Administrator provided the Parties a revised bid accounting for
15 the increased costs of administering the Settlement to account for the increased class size and the
16 costs of producing and mailing Spanish translation of the Notice.

17 **WHEREAS**, the Parties have agreed that in order to ensure the fair and just administration of
18 Class Settlement funds in light of the increase in the number of Class Members, an increase in the
19 Settlement Administrator Costs to be paid to the Settlement Administrator is warranted;

20 **WHEREAS**, to effectuate the foregoing, the Parties have executed a Supplemental
21 Addendum to the Settlement Agreement (the “Addendum”), attached hereto as **Exhibit “1”**;

22 **WHEREAS**, on January 29, 2025, Counsel for Plaintiffs provided this filing and the proposed
23 Addendum to the California Labor Workforce and Development Agency via upload to the LWDA
24 website; and

25 **WHEREAS**, the Parties respectfully request that the Court enter the [Proposed] Order (filed
26 concurrently herewith) approving the Addendum.

27 **NOW, THEREFORE**, the Parties hereby stipulate and respectfully request the following:

- 28 1. That the Court enter the [Proposed] Order, approving the Addendum attached to the

[Proposed] Order as **Exhibit “1”**.

Dated: January 29, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/Malcolm Clayton
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Malcolm E. Clayton, Esq.
Attorneys for Plaintiffs VERONICA RODRIGUEZ,
on behalf of herself and others similarly situated

Dated: January 29, 2025

Respectfully submitted,
**OTKUPMAN LAW FIRM, A LAW
CORPORATION**

/s/ Roman Otkupman
Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff JENYFER FARIAS SANCHEZ
on behalf of herself and others similarly situated

Dated: January 29, 2025

Respectfully submitted,
**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: /s/ Michael J. Nader
Michael J. Nader, Esq
Attorneys for Defendant W.W. GRAINGER,
INC.

~~PROPOSED~~ ORDER

The Court, having considered having considered the Joint Stipulation Requesting an Order Approving Supplemental Addendum to the Settlement Agreement and Release by Counsel for Plaintiffs Veronica Rodriguez and Jenyfer Farias Sanchez and Counsel for Defendant W.W. Grainger (collectively, “the Parties”) filed on January 29, 2025, the exhibits attached thereto, including Exhibit 1 attached thereto, the Supplemental Addendum to the Settlement Agreement and Release (the “Supplemental Addendum”) (hereafter collectively, the “Joint Stipulation”); having considered the Declaration of Malcolm Clayton filed concurrently herewith; having considered the Motion for Preliminary Approval of Class Action Settlement filed by Plaintiffs and the exhibits attached thereto (the “MPA”); having considered the respective points and authorities and declarations submitted by the Parties in support thereof; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court approves the Supplemental Addendum and grants preliminary approval of the settlement as set forth in the Settlement Agreement and Release, as amended by the Supplemental Addendum (the “Settlement”) and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at the Final Approval Hearing. The Court approves the Supplemental Addendum, attached as “**Exhibit 1**” to the Joint Stipulation, which amends the Settlement, and finds such amendments to be warranted, fair, and just under the circumstances.

2. The Final Approval Hearing on the question of whether the proposed Settlement, as amended, should be finally approved as fair, reasonable, and adequate as to the Class Members remains scheduled in Department 24 of this Court, located at 800 11th Street, Modesto, California 95354, on **July 31, 2025, at 8:30 a.m.** 801 10th

3. Using best efforts to perform as soon as possible, and in no event later than seven (7) calendar days after the entry of this Order, the Administrator shall send to all Class Members identified in the Class Information, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, which shall include and account for the increase in the Settlement Administration Costs.

4. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

5. The Court orders the following schedule for further proceedings:

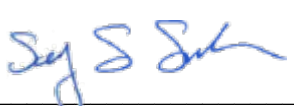
Event	Timing
Notice Date: Last day for Administrator to mail Class Notice to Class Members	Seven (7) calendar days after the entry of this Order
Response Deadline: (i) Last day for Class Members to submit Requests for Exclusion; (ii) Last day for Class Members to submit Objections	45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed)
Last day to file Motion for Final Approval	16 court days before the Final Approval Hearing
Last day to file Motion for Class Counsel Fees Payment, Class Litigation Expenses Payment, and Class Representative Service Payments	16 court days before the Final Approval Hearing
Final Approval Hearing and Hearing on Motion for Class Counsel Fees and Expenses:	July 31, 2025, 8:30 a.m.

6. The Final Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

7. _____

IT IS SO ORDERED.

Dated: 1/30/2025


HONORABLE SONNY S. SANDHU
JUDGE OF THE SUPERIOR COURT

“EXHIBIT 1”

SUPPLEMENTAL ADDENDUM TO
SETTLEMENT AGREEMENT AND RELEASE

This Supplemental Addendum to the Class and Representative Action Settlement Agreement and Release (the "Settlement Agreement") is made and entered into by and between: (a) VERONICA RODRIGUEZ and JENYFER FARIAS SANCHEZ ("Plaintiffs" or "Class Representatives"), on behalf of themselves and each member of the "Settlement Class" (as defined below); and (b) Defendant W.W. GRAINGER, INC. ("Defendant") (collectively with Plaintiff, the "Parties").

WHEREAS, after the date of the Court's preliminary approval of the Settlement, the Settlement Administrator advised the Parties that, after fully reviewing the available Class Data compiled from Defendant's records provided by Defendant to the Settlement Administrator, (1) the Escalator Clause has been triggered and is expected to result in an increase to the Gross Settlement Amount of \$224,612.22 and (2) the number of Class Members exceeds the amount accounted for in the Settlement Administrator's bid by 790 additional Class Members;

WHEREAS, the Settlement Administrator provided the Parties a revised bid accounting for the increased costs of administering the Settlement to account for the increased class size and the costs of producing and mailing Spanish translation of the Notice.

WHEREAS, in order to ensure the fair and just administration of the Settlement, in light of the foregoing, an increase in the Settlement Administrator Costs is warranted and reasonable;

WHEREAS, the Parties have agreed to an increase in the Settlement Administrator Costs in the amount of \$6,500 (for a total of \$24,500) to be paid to the Settlement Administrator from the Gross Settlement Amount for the costs of administering this Settlement;

WHEREAS, the Parties wish to confirm within the Settlement Agreement that the Notice the Settlement Administrator will mail to each Class Member must include a Spanish translation; and

WHEREAS, Paragraph 74 of the Settlement Agreement provides that the Settlement Agreement "may be amended or modified only by written instrument signed by counsel for all Parties or their successors-in-interest."

1 **NOW, THEREFORE**, the Parties hereby agree as follows:

2 **Amendment to the Settlement Agreement.** Attached hereto as “**Exhibit A**” is a redline of
3 the changes this Supplemental Addendum shall make to the Settlement Agreement, which shall
4 only be effective upon entry of an order by the Court approving this Supplemental Addendum.
5 The Supplemental Addendum amends the Settlement Agreement as follows:

6 A. Paragraph 21 of the Settlement Agreement is hereby deleted in its entirety and replaced
7 with the following:

8 **“21. Notice of Class Action Settlement**

9 “Notice of Class Action Settlement” or “Notice” means the notice approved by the
10 Parties and subject to Court approval, substantially in the form of Exhibit A
11 hereto, with a Spanish translation, explaining the terms of this Agreement and the
12 settlement process, which the Settlement Administrator will mail to each Settlement
 Class Member.”

13 B. The number “18,000” in Paragraph 63 of the Settlement Agreement, referring to the
14 Settlement Administration Costs, is hereby deleted and replaced with the number
15 “24,500”:

16 C. The chart in Paragraph 54 of the Settlement Agreement, illustrating the Net Settlement
17 Amount estimated before escalator clause becoming triggered, is hereby deleted in its
18 entirety and replaced with the following chart:

19

20 Gross Settlement Amount	\$2,450,000.00 (<i>before Escalator</i>)
21 Class Rep. Enhancement Awards	\$10,000.00 to each Class Representative
22 Requested Class Counsel Fees	Up to \$816,666.66
23 Requested Class Counsel Expenses	Up to \$15,000
24 Total PAGA Payment	\$200,000.00
24 Settlement Administrator Costs	\$24,500
25 Net Settlement Amount -- \$1,373,833.34	

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LAVI & EBRAHIMIAN, LLP

Dated: January 29, 2025

By:  _____
Joseph Lavi
Vincent Granberry
Malcolm Clayton
*Counsel for Plaintiff Veronica Rodriguez, on behalf
of herself and all others similarly situated*

OTKUPMAN LAW FIRM

Dated: January 29, 2025

By: *Roman Otkupman* _____
Roman Otkupman
Nidah Farishta
*Counsel for Plaintiff Jenyfer Farias Sanchez, on
behalf of herself and all others similarly situated*

OGLETREE, DEAKINS, NASH, SMOAK & STEWART,
P.C.

Dated: January 29, 2025

By: *Michael Nader* _____
Michael J. Nader
Counsel for Defendant W.W. Grainger, Inc.

“EXHIBIT A”

CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Agreement and Release (“Agreement”) encompasses the action, *Jenyfer Farias Sanchez and Veronica Rodriguez v. W.W. Grainger, Inc.*, Stanislaus County Superior Court, Case No. CV-23-000752, which is the consolidated First Amended Complaint filed on April 10, 2024.

This Agreement is entered into between Plaintiffs Veronica Rodriguez and Jenyfer Farias Sanchez (“Plaintiffs”) individually and on behalf of all others similarly situated, as well as on behalf of the State of California with respect to the PAGA Members, and Defendant W.W. Grainger, Inc. (“Defendant”). The Plaintiffs and Defendant are the “Parties.”

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the “Released Class Claims” and “Released PAGA Claims” on a class and representative action basis pertaining to the “Released Parties” upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

DEFINITIONS

1. Action

“Action” means both (a) the civil action filed by Plaintiffs entitled *Jenyfer Farias Sanchez and Veronica Rodriguez v. W.W. Grainger, Inc.*, Stanislaus County Superior Court, Case No. CV-23-000752, which is the First Amended Complaint filed on April 10, 2024, and (b) the related PAGA Notice Letter filed by Plaintiff Rodriguez on February 10, 2023. The Parties agree that the Action includes all claims and causes of action alleged in the First Amended Complaint and in the related PAGA Notice Letter.

2. Class Counsel

“Class Counsel” means Lavi & Ebrahimian, LLP and the Otkupman Law Firm Corporation.

3. Class Counsel Award

“Class Counsel Award” means the attorney fees for Class Counsel’s litigation and resolution of the Action, and Class Counsel’s actual expenses and costs incurred and to be incurred in connection with the Action.

4. Class Information

“Class Information” or “Class Data” means information on the Class Members compiled from Defendant’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member’s full name; last known address; social security number; dates of employment; and any additional information sufficient for the Settlement Administrator to determine the Workweeks and Pay Periods for each Class Member and each PAGA Member.

5. Class Members

“Class” or “Class Members” means “All current and former hourly, non-exempt employees employed by Defendant as direct and indirect employees in California at any time from March 28, 2020 until November 22, 2023.

6. Class Settlement

“Class Settlement” means the settlement and resolution of the Released Class Claims.

7. Class Settlement Period

“Class Settlement Period” is from March 28, 2020, until November 22, 2023.

The Parties acknowledge and agree that Defendant entered into a prior settlement agreement, *Rangel v. W.W. Grainger*, Stanislaus County Superior Court, Case No. CV-18-003041, that resolved the same claims alleged in the instant Action (the “*Rangel Settlement*”). The Parties acknowledge that the covered period of the *Rangel Settlement* was from September 24, 2014, to March 27, 2020.

8. Class Representatives

The “Class Representatives” are Plaintiffs Jenyfer Farias Sanchez and Veronica Rodriguez.

8. Class Representative Enhancement Awards

“Class Representative Enhancement Awards” means the amount that the Court authorizes to be paid to the Class Representatives, in addition to their Individual Settlement Payments and/or Individual PAGA Payments, in recognition of their efforts and the risks attendant to assisting with the prosecution of the Action and for executing a general release of claims with Defendant.

9. Class Representatives Released Claims

For the avoidance of doubt, notwithstanding anything to the contrary herein, Class Representative Jenyfer Sanchez does not release her claims raised in her single Plaintiff action, *Sanchez v. W.W. Grainger, Inc., et al.*, Stanislaus County Superior Court case No. CV-23-004082 (the “Single Plaintiff Sanchez Action”). This case is expressly excluded from Ms. Sanchez’s released claims herein.

“Class Representatives’ Released Claims” means, with the exception of the claims in the Single Plaintiff Sanchez Action, that both Class Representatives (Jenyfer Sanchez and Veronica Rodriguez) release all known and unknown claims against the Released Parties, including the Released Class Claims, as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum and overtime wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as in common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to each of the Class Representatives’ relationships, or the terminations of the relationships, with any Released Party through the date of Final Approval for any type of relief. Class Representatives further covenant that, other than the pending Single Plaintiff Sanchez Action, they will not become a member of any other legal action against the Released Parties asserting any of Class Representatives’ Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release of all

claims to the maximum extent permitted by law.

The scope of this release does not include the claims raised in the Single Plaintiff Sanchez Action, or claims for unemployment insurance, disability, social security, and workers' compensation, except for claims pursuant to Labor Code Sections 132a and 4553.

With the exception of the claims alleged in the Single Plaintiff Sanchez Action, as of the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs release the Released Parties from all the Class Representatives' Released Class and PAGA Claims. Plaintiffs' release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

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, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Defendant at the time prior to the execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant. However, Plaintiff Rodriguez's release under section 1542 applies up to and includes the date of August 23, 2023.

10. Court

"Court" means the Superior Court of the State of California for the County of Stanislaus.

11. Defendant

"Defendant" means W.W. Grainger, Inc.

12. Effective Date

“Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement and no appeal was filed, the day after the deadline for filing a notice of appeal from the Judgment has expired; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

13. Final Approval Hearing

“Final Approval Hearing” means the final hearing at which the Court reviews the fairness, reasonableness, and adequacy of the Settlement, and decides whether the Settlement meets all requirements for final approval.

14. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties following the Final Approval Hearing.

15. Gross Settlement Amount

“Gross Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of \$2,450,000.00 (Two-Million Four-Hundred Fifty Thousand Dollars and Zero Cents), subject to the “Modification Provision” below, which includes: the Individual Settlement Payments to Participating Class Members; payment of the Settlement Administration Costs as approved by the Court; the Class Representative Enhancement Awards to Plaintiffs as approved by the Court; a payment to Class Counsel of attorney fees and reasonable litigation costs which shall be determined by motion with the Court; and the PAGA Payment.

Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by Defendant, separate and apart from the Gross Settlement Amount.

The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

a. **Modification Provision:**

At the mediation on August 24, 2023, Defendant represented that an extrapolation of the workweeks is 135,678 (92,206 attributable to distribution center employees and 43,472 attributable to non-distribution center employees) from March 28, 2020, to August 24, 2023 (the “Mediation Period”). The Parties agree that if, once the data covering the Mediation Period is reviewed by the Settlement Administrator, and the actual number of workweeks during the Mediation Period is more than seven percent (7%) greater than 135,678 (or greater than 145,175 workweeks), then the Gross Settlement Amount shall increase by \$18.06 for each additional workweek. For example, if the actual number of workweeks during the Mediation Period is 145,185, then the Gross Settlement Amount will increase in the amount of \$180.60.

16. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, in the amount of Fifty-Thousand Dollars and Zero Cents (\$50,000.00) as consideration for Settlement of claims for civil penalties under the PAGA.

17. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a valid Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

18. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

19. LWDA PAGA Payment

“LWDA PAGA Payment” means the amount of One-Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to be paid to the LWDA as its 75% share of the PAGA Payment, as consideration for Settlement of claims for civil penalties under PAGA.

20. Net Settlement Amount

“Net Settlement Amount” means the Gross Settlement Amount less the Court-approved Class Counsel Award, the Class Representative Enhancement Awards, the PAGA Payment, and the Settlement Administration Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members in the form of Individual Settlement Payments.

21. Notice of Class Action Settlement

“Notice of Class Action Settlement” or “Notice” means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit A** hereto, with a Spanish translation, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Settlement Class Member.

22. PAGA

“PAGA” refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.

23. PAGA Members

“PAGA Members” means “All current and former hourly, non-exempt employees employed by Defendant as direct and indirect employees in California at any time from February 10, 2022, until November 22, 2023.

24. PAGA Notice Letter

“PAGA Notice Letter” is the PAGA Notice Letter filed by Plaintiff Rodriguez with the LWDA and February 10, 2023.

25. PAGA Payment

“PAGA Payment” means the portion of the Gross Settlement Amount that shall be allocated to claims under the PAGA. The Parties have agreed to allocate Two-Hundred Thousand Dollars and Zero Cents (\$200,000.00). Seventy-five percent (75%) of which shall be payable to the LWDA (i.e., the LWDA PAGA Payment) and the remaining twenty-five percent (25%) shall be used to pay the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

26. PAGA Settlement Period

“PAGA Settlement Period” means the period from February 10, 2022 until November 22, 2023.

27. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

28. Parties

“Parties” means Plaintiffs and Defendant, collectively.

29. Pay Period

“Pay Period” means any pay period in which a PAGA Member worked for any amount of time for Defendant during the PAGA Settlement Period according to Defendant’s records.

30. Pay Periods Dispute

“Pay Periods Dispute” means a Class Member’s written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the amount of one’s Pay Periods during the PAGA Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state the dispute about the Pay Periods credited and what the PAGA Member contends is the correct number; (d) attach any documentation that

supports PAGA Member's position; and (e) be timely submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

31. Plaintiffs

"Plaintiffs" means Plaintiffs Veronica Rodriguez and Jenyfer Farias Sanchez

32. Preliminary Approval Date

"Preliminary Approval Date" means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

33. Qualified Settlement Fund

"Qualified Settlement Fund" or "QSF" means the account established by the Settlement Administrator which the Parties agree shall at all times be treated as a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, *et seq.*

34. Released Class Claims

"Released Class Claims" shall mean all claims and/or causes of action under any state, local, or federal law or administrative regulation brought by Participating Class Members against the Released Parties, and that were or could have been alleged based on the allegations in the Action, including all class claims stated in the Action alleging violations of Labor Code sections 201, 202, 203, 204(a) – (b), 210, 218, 226 *et seq.*, 226(a) – (e); 226.3, 226.7, 510, 512, 558, 1174, 1174(d), 1174.5, 1194, 1194.2, 1197, 1198, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 6409, and the applicable IWC Wage Orders, and section 17200 *et seq.* of the California Business and Professions Code, and the California Code of Regulations, and:

- (a) All claims for unpaid wages, including claims for minimum, regular, overtime, and double-time wages, and the alleged failure to pay for all time worked, including for COVID-related temperature checks, health screenings, and security screening;
- (b) All claims for unpaid wages due to alleged rounding or shaving of records of time worked and meal periods.

- (c) All claims for unpaid regular rates, including regular rates for overtime and double-time wages, and meal and rest break premium wages.
- (d) All claims for meal period violations, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, and otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;
- (e) All claims for rest break violations, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, and otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (f) All claims for the untimely payment of wages and associated penalties under sections 204 and 210 the Labor Code;
- (g) All claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code;
- (h) All claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phones, face masks, and other equipment needed for work;
- (i) All claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the allegations in the Action, including the allegations that wage statements lacked the total number of hours worked and corresponding rates, including regular rates, and including claims for injuries suffered therefrom;
- (j) All claims for the alleged failure to keep accurate records in violation of Section 1174, 1174(d), and 1174.5 of the Labor Code;
- (k) All claims for the alleged failure to provide a safe and healthy workplace in violation of Sections 6400, 6401, 6402, 6403, 6404, 6407, 6409 of the Labor Code, and 8 CCR 3202;

- (l) All claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claims, and causes of action alleged in the Action; and
- (m) All claims for statutory penalties, liquidated damages, punitive damages, interest, attorney fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the allegations in the Action.

This release of the Released Class Claims by the Settlement Class Members also includes a release of claims under California Civil Code §1542 with respect to the Released Class Claims only. This waiver is not intended to expand the nature of the claims released by Class Members beyond the Released Class Claims, but rather is intended to ensure that the release of the Released Class Claims is fully enforceable and is not impeded by Section 1542. The period of the Released Class Claims will extend for the Settlement Class Period.

35. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of action for PAGA penalties against the Released Parties that were or could have been alleged based on the allegations in the Action, including all claims for PAGA penalties based on alleged violations of Labor Code sections 201, 202, 203, 204(a)-(d), 210, 226 et seq, 226(a)-(e), 226.3, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 6409. and the applicable IWC Wage Order, and:

- (a) All claims for PAGA penalties based on the alleged failure to pay all wages, including claims for minimum, regular, overtime, and double-time wages, and the alleged failure to pay for all time worked, including for COVID-related temperature checks, health screenings, and security screening;
- (b) All claims for PAGA penalties based on the alleged failure to pay for all time worked due to rounding and shaving of records of time worked and meal periods;
- (c) All claims for PAGA penalties based on the alleged failure to pay regular rates, including regular rates for overtime and double-time wages, and meal and rest break premium wages;

- (d) All claims for PAGA penalties based on the alleged failure to provide compliant meal periods, including claims for (1) first and second meal periods, (2) short, late, missed, interrupted, and otherwise improperly controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium wages at the correct regular rates, and (5) the failure to properly record meal periods;
- (e) All claims for PAGA penalties based on the alleged failure to provide compliant rest breaks, including claims for (1) first, second, third, and fourth rest breaks, (2) short, late, missed, interrupted, and otherwise improperly controlled rest breaks, (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the correct regular rates;
- (f) All claims for PAGA penalties for the untimely payment of final wages under sections 201 to 203 of the Labor Code Section;
- (g) All claims for the untimely payment of wages and associated penalties under sections 204 and 210 the Labor Code;
- (h) All claims for PAGA penalties for the alleged failure to provide a safe and healthy workplace in violation of Sections 6400, 6401, 6402, 6403, 6404, 6407, 6409 of the Labor Code, and 8 CCR 3202;
- (i) All claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phones, face masks, and other equipment needed for work;
- (j) All claims for PAGA penalties for allegedly improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the allegations in the Action, including the allegations that wage statements lacked the total number of hours worked and corresponding rates, including regular rates, and including claims for injuries suffered therefrom;
- (k) And all other claims for PAGA penalties alleged in the Action.

The period of the Released PAGA Claims will be the PAGA Settlement Period.

36. Released Parties

“Released Parties” means Defendant W.W. Grainger, Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, benefit plans, subsidiaries, affiliates, successors, and assigns.

37. Request for Exclusion

“Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement.

38. Response Deadline

“Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, plus an additional fourteen (14) calendar days for Class Members whose notice is remailed, which is the last date on which Class Members may timely: (a) submit a Request for Exclusion; (b) submit objections to the settlement; or (c) dispute the information contained in the Notice of Class Action Settlement. If the Response Deadline falls on a Sunday or State or Federal holiday, then the deadline is extended to the next business day.

39. Settlement

“Settlement” or “Agreement” means this Class and Representative Agreement and Release.

40. Settlement Administrator

“Settlement Administrator” means CPT Group, Inc., the third-party company that is responsible for administering the settlement, mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

41. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

42. Workweeks

“Workweeks” means any workweek in which a Class Member worked for any amount of time for Defendant during the Class Period according to Defendant’s records.

43. Workweeks Dispute

“Workweeks Dispute” means a Class Member’s written letter disputing the pre-printed information on the Notice of Class Action Settlement as to the amount of one’s Workweeks during the Class Period, and the dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state the dispute about the Workweeks credited and what the Class Member contends is the correct number; (d) attach any documentation that supports Class Member’s position; and (e) be timely submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

43. Procedural History

On February 10, 2023, Plaintiff Rodriguez filed a complaint, *Veronica Rodriguez v. W.W. Grainger, Inc.*, Stanislaus County Superior Court, Case No. CV-23-000752, which alleged that Defendant violated the wage and hour laws, including that Defendant had failed to pay for all time worked, failed to provide compliant meal and rest breaks, failed to provide the timely payment of wages, failed to provide compliant wage statements, and engaged in unfair competition (the “*Rodriguez Complaint*”). The *Rodriguez Complaint* was later removed to the Eastern District of California, *Veronica Rodriguez v. W.W. Grainger, Inc.* U.S.D.C. Eastern District of CA, Case No. 1:23-cv-00422

On February 10, 2023, Plaintiff Rodriguez filed a PAGA Letter with the LWDA (the “*Rodriguez PAGA Letter*”). On April 17, 2023, Plaintiff Rodriguez filed a PAGA action (the “*Rodriguez PAGA Action*”).

On June 8, 2023, Plaintiff Sanchez filed a class action Complaint (“*Sanchez Class Action*”) that alleged similar claims as the *Rodriguez Complaint*.

The *Rodriguez Class Action*, the *Rodriguez PAGA Letter*, the *Rodriguez PAGA Action*, and the *Sanchez Class Action* are collectively referred to herein as the “Actions.”

Defendant Grainger entered into a prior settlement agreement, *Rangel v. W.W. Grainger*, Stanislaus County Superior Court, Case No. CV-18-003041, that resolved the same claims alleged in the Actions (the “*Rangel Settlement*”). The Parties acknowledge that the covered period of the *Rangel Settlement* was from September 24, 2014 to March 27, 2020.

On August 24, 2023, the Parties participated in a mediation session with Louis Marlin, Esq., a prominent mediator experienced in resolving wage and hour class and representative actions. As a result of the mediator’s efforts, the Parties reached an agreement to settle all claims and causes of action alleged in the Action by the Plaintiffs under the California Labor Code, the California Business and Professions Code, the applicable California Wage Order, the PAGA, and the California Code of Regulations.

Before the mediation, Defendant produced extensive documentation including time and pay data, policy documents, class size information, pay period and workweek information, and information regarding the hourly rates of the settlement class members. Defendant provided discovery sufficient to enable Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

44. No Admission

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action. Defendant also disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs’ claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits of the claims asserted in the Actions or in any other proceeding.

Defendant contends that at all times it has complied with all applicable state, federal, and local laws related to the Class Members' employment. Defendant has entered into this Settlement to avoid the cost, risk, and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of the Defendant collectively or individually, or as an admission that class or representative action treatment would be allowed outside the settlement context. The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent PAGA litigation.

Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible as evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

45. Benefits of Settlement to Class and PAGA Members

Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiffs in the Action. Defendant has also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though Defendant

continues to contend that it is not liable for any of the claims set forth by Plaintiffs in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action.

46. Settlement of Disputed Claims

This Agreement is a compromise of disputed claims. Defendant has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Plaintiffs and Participating Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or against the Participating Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this Action.

TERMS OF AGREEMENT

47. Release for All Participating Class Members

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Participating Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any Individual Settlement Payment check.

48. Releases of the Class Representatives

Upon the Effective Date and full funding of the Gross Settlement Amount, the Class Representatives fully and finally release the Released Parties from the Class Representatives Released Claims.

49. Release for All PAGA Members

Upon the Effective Date and full funding of the Gross Settlement Amount, as Representatives of the State of California and on behalf of the LWDA, Plaintiffs

and all PAGA Members fully and finally release the Released Parties from the Released PAGA Claims for the PAGA Settlement Period. These releases will take effect whether or not a PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any Individual PAGA Payment check.

50. The Motion for Preliminary Approval

Plaintiffs shall be responsible for preparing the Motion for Preliminary Approval. Plaintiffs will provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. Plaintiffs further agree to reasonably incorporate the comments from Counsel for Defendant.

51. Settlement Administrator

Within twenty-one (21) calendar days following the date that the Court grants Preliminary Approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that relevant information can be provided to Class Counsel, on an individual basis only, and only when necessary for Class Counsel to respond to specific inquiries or requests from individual Class Members.

The Class Information is being supplied solely for the purposes of administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever against Defendant and will only be used to administer the Settlement under the terms provided herein.

a. Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within thirty (30) calendar days of receipt of the Class Information, the Settlement Administrator will mail copies of

the Notice of Class Action Settlement to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the case.

b. Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security Number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten (10) calendar days of receiving notice that a Notice of Class Action Settlement was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended fourteen (14) calendar days from the date of re-mailing or original Response Deadline.

c. Disputes Regarding Individual Settlement Payments and Individual PAGA Payments.

Class Members and PAGA Members will have the opportunity, should they disagree with the number of Workweeks or Pay Periods stated on their Notice of Class Action Settlement by submitting a Workweeks Dispute, postmarked on or before the Response Deadline. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility of each Class and PAGA Member's eligibility for, and the amounts of, their Individual Settlement Payment and Individual PAGA Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation, or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address.

The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action.

Any Class Member who requests to be excluded from the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the Class Settlement.

Any Request for Exclusion has no effect on the PAGA Settlement; Any Class Member who is also considered a PAGA Member will still be issued their Individual PAGA Payment and be bound by the PAGA Settlement, regardless of whether they submit a Request for Exclusion.

No later than seven (7) calendar days after the Response Deadline (plus an additional 14 days in the event of any remailings), the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Class

who have timely submitted a Request for Exclusion.

f. Objections.

The Notice of Class Action Settlement shall state that Participating Class Members who wish to object to the Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., remote appearance) at the Final Approval Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received.

The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name and address of the objecting Settlement Class Member; (2) the factual and/or legal basis for the objection; and (3) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval.

Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who represents an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Period Deadline. Any Settlement Class Member who fails to submit a timely written objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

52. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or file Requests for Exclusion, or to appeal from the Court’s Final Judgment.

53. Funding of the Qualified Settlement Fund

No later than ten (10) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Gross Settlement Amount into the QSF. The Settlement Administrator will also inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than thirty (30) calendar days after the Effective Date, Defendant shall fund the QSF.

54. Net Settlement Amount

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative Enhancement Awards, PAGA Payment, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated Net Settlement Amount is \$1,380,333.34. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Gross Settlement Amount	\$2,450,000.00 <i>(before Escalator)</i>
Class Rep. Enhancement Awards	\$10,000.00 to each Class Representative
Requested Class Counsel Fees	Up to \$816,666.66
Requested Class Counsel Expenses	Up to \$15,000
Total PAGA Payment	\$200,000.00
Settlement Administrator Costs	\$24,500 18,000
Net Settlement Amount -- \$1,380,333.341,373,833.34	

This is a non-reversionary Settlement in which Defendant will pay the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Gross Settlement Amount. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorney fees will be returned to the Net Settlement Amount and distributed to the Participating Class Members.

55. Settlement Dates

Class Counsel shall provide Defendant's Counsel a draft Motion for Preliminary Approval for Defendant's review and input.	5 calendar days in advance of filing.
Defendant provides the Class Information to the Administrator	21 calendar days after the Court grants Preliminary Approval
Settlement Administrator to mail Notice of Class Action Settlement	30 calendar days after receipt of the Class Information
Settlement Administrator to re-mail Notice of Class Action Settlement	10 calendar days after receipt of notice that the Notice of Class Action Settlement was undeliverable.
Response Deadline to the Notice of Class Action Settlement	45 calendar days after mailing
New Response Deadline to the Notice of Class Action Settlement for those receiving re-mailed Notices of the Class Action Settlement	14 calendar days from the date of remailing or original Response Deadline
Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	7 calendar days after the Response Deadline
Defendant has the option to nullify the Settlement.	10 calendar days after notification by the Settlement Administrator that more than 10% of the Class Members submitted valid Requests for Exclusion.
Plaintiffs shall provide Defendant's Counsel a draft Motion for Final Approval for Defendant's review and input.	5 calendar days in advance of filing.
Settlement Administrator shall send to Defendant's Counsel the electronic wiring instructions for the Settlement Amount.	10 calendar days after the Effective Date.
Defendant shall fund the QSF.	30 calendar days after the Effective Date.

Settlement Administrator shall mail Individual Settlement Payments	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail Individual PAGA Payments	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the Class Representative Enhancement Awards	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the Class Counsel Award	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall be paid the Settlement Administrator Costs.	15 calendar days after the Defendant funds the QSF
Settlement Administrator shall mail reminder postcards to the Participating Class Members and PAGA Members whose settlement checks were not returned or cashed.	100 calendar days <u>before</u> the Individual Settlement Payments and Individual PAGA Payments expire.
Settlement Administrator shall deposit any remaining funds with the State of California Unclaimed Property Fund	180 calendar days after the mailing of the Individual Settlement Payments and Individual PAGA Payments

56. Individual Settlement Payments

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows:

- (i) After preliminary approval of the Settlement, using the Class Information, the Settlement Administrator will compute the total number of Workweeks of all Participating Class Members collectively during the Class Period, and this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Workweek (the “Workweek Value”); and (iii) the Settlement Administrator will multiply the number of Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member’s estimated Individual Settlement Payment.
- (ii) After final approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Workweek (the “Workweek

Value”) and multiply the number of Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member’s final Individual Settlement Payment.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member’s last known mailing address within fifteen (15) calendar days after Defendant fully funds the settlement.

57. PAGA Payments

A total amount of \$200,000.00 from the Gross Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount will be the LWDA PAGA Payment to be paid to the LWDA and the remaining twenty-five (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Gross Settlement Amount. In no event shall Defendant be required to pay in excess of the Gross Settlement Amount in such circumstances.

The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) calendar days after Defendant fully funds the settlement.

The remaining 25% of the PAGA Payment is to be distributed to the PAGA Members as Individual PAGA Payments and shall be distributed based on a pro rata share based on the number of Pay Periods during the PAGA Settlement Period. To establish the pay period value, the Settlement Administrator will first determine the total number of Pay Periods during the PAGA Settlement Period. The pay period value will be equal to 25% of the PAGA Payment divided by the total number of Pay Periods worked by PAGA Members during the PAGA Settlement Period. The pay period value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the pay period value by the total number of Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member’s last known mailing address within fifteen (15) calendar days after Defendant fully funds the settlement.

58. Class Representative Enhancement Awards

Plaintiffs will make an application to the Court for Class Representative Enhancement Awards of up to \$10,000.00 for each of the two Class Representatives. The Class Representative Enhancement Awards shall be paid to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after Defendant fully funds the Settlement. The Class Representative Enhancement Awards shall be in addition to each of the Plaintiff's Individual Settlement Payments as Participating Class Members and Individual PAGA Payments as PAGA Members. Any amount requested by Plaintiffs for the Class Representative Enhancement Awards that is not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representative Enhancement Awards, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.

59. Class Counsel Award

Class Counsel will file a motion for attorney fees in the amount of up to one-third of the Gross Settlement Amount, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel's prosecution of this matter, not to exceed \$15,000, to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorney fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs seek, request, or demand an increase to the Gross Settlement Amount on that basis.

60. Tax Treatment

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual Settlement Payments shall be allocated as follows: 20% as wages and 80% as penalties and interest. The 20% portion of Settlement Payments subject to required withholdings and deductions by the Settlement Administrator shall be reported on a Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which a Form 1099 will be issued if required. The Settlement Administrator shall issue an I.R.S. Form 1099 if required for the remaining payments under this Agreement. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Gross Settlement Amount. Plaintiffs, any Participating Class Member, and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Participating Class Members, PAGA Members and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement. The Notice will advise each Class and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice.

61. No Tax Advice

Defendant has not made any representations as to the taxability to any Participating Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorney fees and expenses to Class Counsel, or the payment of the Class Representative Enhancement Awards to the Class Representatives. Neither Plaintiffs, Class Counsel, nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

62. Unclaimed Settlement Payment(s)

After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement Payments and Individual PAGA Payment checks, any remaining funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment checks and/or Individual PAGA Payment checks shall be deposited to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or PAGA Member who did not cash their Individual Settlement Payment check or Individual PAGA Payment check. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash their Individual Settlement Payments, and Defendant will not be required to pay any interest on said amount.

As part of the administration, one hundred (100) calendar days before the Individual Settlement Payment and Individual PAGA Payment checks expire, the Settlement Administrator shall mail reminder postcards to those Participating Class Members and PAGA Members whose settlement checks were not returned undeliverable and who have not cashed their checks.

63. Settlement Administrator Costs

The Settlement Administrator has provided a settlement administration quote for ~~\$24,500~~~~18,000~~. Upon filing the motion for Final Approval, Plaintiffs will request the Court to award an amount equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Participating Class Members and PAGA Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested for the Settlement Administrator Costs and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

64. Settlement Administrator Duties

In addition to establishing the Qualified Settlement Fund, the Settlement

Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members as directed by the Court (including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-3s); receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, Participating Class Members, the LWDA and PAGA Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Participating Class Members' Individual Settlement Payments or PAGA Members' Individual PAGA Payments; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

65. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (a) the Class Counsel Award; (b) the Class Representative Enhancement Awards; (c) Individual Settlement Payments; (d) the PAGA Payments to the LWDA and to PAGA Members and (e) Settlement Administrator Costs.

66. Final Approval Order

Plaintiffs will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment. Plaintiffs will request that the Final Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order.

Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any Motion Requesting Attorney fees, Costs, and Class Representative Enhancement Awards, supporting declarations, and exhibits thereto, for final approval by the Court. Plaintiffs agree to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Final Approval and application for attorney fees and costs at least five (5) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. Plaintiffs further agree to reasonably incorporate the comments from Counsel for Defendant. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order.

67. Nullification of Agreement

In the event: (a) the Court denies preliminary approval of the Settlement; (b) the Court denies final approval of the Settlement; (c) the Court refuses to enter a Final Judgment as provided herein; or (d) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

To the extent that more than 10% of Class Members submit valid Requests for Exclusion, Defendant shall have the option to nullify this Settlement within ten (10) calendar days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Defendant for terminating the Settlement.

68. Conditional Class Certification

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or in any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in these Actions.

If, for any reason, the Settlement is not approved, the Parties agree to attend mediation again, either before the same mediator or another mutually agreed upon mediator experienced in California wage and hour class actions, in an effort to reach a settlement that will be approved by the Court.

If, even after a second mediation, the Agreement is ultimately not approved by the Court, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or in any other proceeding as evidence that either (a) a class action should be certified or not decertified, or that this matter may proceed as a representative action; or (b) Defendant is liable to Plaintiffs or any Settlement Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiffs' ability to maintain a representative action, for all purposes.

69. No Publicity

Prior to preliminary approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval or to make other disclosures jointly agreed to by the Parties in advance as necessary to effectuate the Settlement.

Before and after approval of this Settlement, Plaintiffs and Class Counsel shall not respond to any media inquiries, issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the Settlement except to refer reporters to the papers filed with the court.

Nothing herein restricts Class counsel from fulfilling its duties to Class and PAGA Members. However, Class Counsel may (in future declarations submitted in Court)

refer to the fact that this matter settled on a class and representative action basis, but only for the reason of detailing the experience of counsel.

70. No Effect on Employee Benefits

The Class Representative Enhancement Awards, Individual Settlement Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiffs, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Enhancement Awards, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant. Further, any Class Representative Enhancement Awards, Individual Settlement Payments, and Individual PAGA Payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant.

71. Representation

All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

72. Exhibits and Headings

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

73. Interim Stay of Proceedings

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

74. Amendment or Modification

This Agreement may be amended or modified only by written instrument signed by counsel for all Parties or their successors-in-interest.

75. Entire Agreement

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

76. Authorization to Enter into Agreement

Counsel for all Parties are expressly authorized by the Parties whom they represent to negotiate this Agreement and may take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and execute any other documents required to effectuate the terms of this Agreement.

The Parties will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of the Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of the Defendant. Plaintiffs represents and warrants that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

77. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

78. California Law Governs

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

79. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

80. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, and section 41(a) of the Federal Rules of Civil Procedure, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all connected orders and judgments.

81. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of himself and the Participating Class Members and the PAGA Members, and Defendant have executed this Agreement as of the dates set forth below.

Date: _____

By: _____
Veronica Rodriguez, Plaintiff

Date: _____

By: _____
Jenyfer Farias Sanchez, Plaintiff

Date: _____

By: _____
Authorized Agent for Defendant
W.W. Grainger, Inc.

APPROVED AS TO FORM ONLY:

Date: _____

By: _____
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian
Counsel for Plaintiff
Veronica Rodriguez

Date: _____

By: _____
Roman Otkupman
Otkupman Law Firm
Counsel for Plaintiff
Jenyfer Farias Sanchez

Date: _____

By: _____
Michael J. Nader
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
Counsel for Defendant
W.W. Grainger, Inc.

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF STANISLAUS**

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On January 29, 2025, I served the foregoing documents, described as:

**“JOINT STIPULATION REQUESTING AN ORDER APPROVING SUPPLEMENTAL
ADDENDUM TO THE SETTLEMENT AGREEMENT AND RELEASE; [PROPOSED]
ORDER”**

on all interested parties in this action, addressed as follows:

Attorneys for Defendant
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Nidah@OLFLA.com

☒ **(BY ELECTRONIC MAIL)** As follows: I caused such documents to be emailed to the attorneys listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed January 29, 2025, at Beverly Hills, California.

/s/ Jasmine Estrada
Jasmine Estrada