

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.”

NOW, THEREFORE, the Parties hereby agree as follows:

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

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

“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.”

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

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

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
Net Settlement Amount -- \$1,373,833.34	

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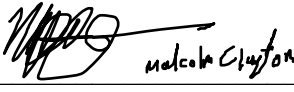
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LAVI & EBRAHIMIAN, LLP

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.