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JEREMEY BURCHAM, LISA DAVEY, VIRGIE FLORES and JANELLY SANDOVAL
individually and on behalf of all others similarly situated

*Additional counsel listed on following pages**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DONNIE SANCHEZ BARRAGAN,
ARACELI BARRAGAN, JEREMEY
BURCHAM, LISA DAVEY, VIRGIE
FLORES and JANELLY SANDOVAL
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

HOME DEPOT USA, INC., a Delaware
Corporation, and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 37-2019-00056110-CU-MC-CTL

*Assigned for all purposes to the
Honorable Eddie C. Sturgeon, Dept. C-67*

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 8, 2023

Time: 9:00 a.m.

Place: Department C-67

Action Filed: October 22, 2019

Trial Date: None

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1. I am the owner and managing attorney of the law firm Jackson Law, APC, attorneys of record for Plaintiff Virgie Flores (“Plaintiff” or “Plaintiff Flores”) in this Action. I am admitted to practice before all courts of the State of California. I make this Declaration upon my personal knowledge and, if called as a witness, I could and would competently testify hereto.

3. Defendant Home Depot USA, Inc. (“Defendant”) is a national retailer.
4. On June 23, 2020, I filed a Class Action Complaint in the Los Angeles County Superior Court alleging violations of the California Labor Code and applicable wage orders for the following claims: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to pay upon termination; (4) failure to provide and maintain accurate itemized wage statements; (5) failure to provide meal periods; (6) failure to provide rest breaks; (7) unlawful discounts of wages; (8) claims for unlawful discounts and deductions; (9) claim for unlawful secret discount of entitled wages; (10) unlawful business practices under Business and Professions Code section 17200 et. seq.; and (11) claim for Private Attorney General Act claims in an amended complaint.

6. The parties participated in a full day of mediation with mediator Michael Dickstein, Esq., an experienced mediator of wage and hour class actions. Mediator Dickstein helped to manage the parties' expectations and provided a useful, neutral analysis of the issues and risks to both

sides. Ultimately, after several rounds of negotiations, the Parties later jointly drafted and executed the Stipulation.

**PLAINTIFF’S COUNSEL CONDUCTED A THOROUGH INVESTIGATION OF THE
FACTUAL AND LEGAL ISSUES AND WERE THUS ABLE TO OBJECTIVELY
ASSESS THE SETTLEMENT’S REASONABLENESS**

7. By engaging in a thorough investigation and evaluation of Plaintiff’s claims, I can opine that the Settlement, for the consideration and on the terms set forth in the Stipulation, is fair, reasonable, an adequate, and is in the best interests of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant.

8. Prior to the outset of the litigation, Plaintiff provided me with detailed accounts of her experience working for Defendant and the circumstances that gave rise to the alleged Labor Code violations. In addition to informing my initial evaluation of the lawsuit, the information that Plaintiff and other employees provided through my interviews with them also influenced my discovery efforts.

9. Plaintiff’s discovery requests led to the production of considerable information, including a statistically significant sampling of thousands of excel sheets of timekeeping and payroll records, and policies and practices directly pertaining to the alleged Labor Code violations at issue. From this analysis, I was able to analyze Labor Code issues, theories and alleged violations that would have provided direct evidence for use at trial in a class and PAGA action. I and the expert analyzed the timekeeping and payroll data.

10. I interviewed Plaintiff whom provided accounts of their own experience, which enabled me to understand the theories explaining the respective frequencies of the alleged violations borne out in the data and records produced and to learn more about the day-to-day circumstances giving rise to the alleged violations. Overall, I performed a searching investigation into the claims at issue, which included: (1) determining Plaintiff’s suitability as a class representative through interviews, background investigations, and analyses of her employment files and related

records; (2) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (3) analyzing employee time and wage records; (4) analyzing Defendant's labor policies and practices; (5) researching settlements in similar cases; (6) researching Plaintiff's novel theories of liability; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

THE PARTIES SETTLED AT THE CONCLUSION OF MEDIATION

11. The parties participated in a mediation with mediator Michael Dickstein, Esq., who helped manage the parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. At all times, the Parties' negotiations were adversarial and non-collusive. After a full day of mediation, the Parties ultimately reached a settlement in principal and executed a detailed Memorandum of Understanding, before entering in the long form Settlement Agreement and addendum thereto attached hereto as **Exhibit A**. A true and correct copy of Plaintiff's letter to the California Labor and Workforce Development Agency is attached hereto as Exhibit B.

QUALIFICATIONS AND EXPERIENCE

12. I have been a California licensed attorney since November 2011. I began my career in law while still in law school when I served as a law clerk for the Pedersen Law & Dispute and Resolution Corporation ("PLDRC") handling employment related litigation matters. While clerking for PLDRC I analyzed and organized discovery documents and researched employment litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I worked as an associate attorney at Pedersen McQueen between March 2013 through January 2017 almost exclusively engaging in employment matters representing employees. I have litigated several wage and hour case to trial and currently litigating or have litigated cases valued in the six and seven figure dollar range, including representative actions. I had primary responsibility for approximately 20 litigation matters on average throughout my employment at PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and sometimes federal court. As an associate, my responsibilities included carrying primary case responsibility which includes tasks like taking depositions, conducting damages analysis, analyzing discovery documents, conducting client intake, developing discovery and litigation

1 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
2 preparation and trial work, as well as other responsibilities that commonly coincide with
3 managing cases from start to finish. I have been a member of local bar associations, including
4 the Orange County Bar Association, as well as the State Bar of California and American Bar
5 Association and served in a number of leadership roles at all levels. Most notably, I served as a
6 Committee Member of the Orange County Bar Association Young Lawyers' Education
7 Committee and Social Committee.

8
9 13. In January 2017, I officially started my own practice, Jackson APC. Throughout my
10 career, I have currently litigated approximately 100 Private Attorney General Act cases and/or
11 class action cases to resolution byway of settlement or trial. Over the course of my career, I have
12 litigated above 150 employment cases, including wage and hour representative actions to
13 resolution byway of settlement, default or trial. Based upon my experience, I believe the benefit
14 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests
15 of the Class Members because (1) of the monetary benefits to the Class Members and (2)
16 avoiding the risk, delay, and uncertainty of continued litigation.

17 14. Below is a list of prior wage and hour representative actions on which I have served as
18 lead or co-counsel.

19 1. *Kim v. FNS, Inc.*, Los Angeles Superior Court, Case No. BC 578015

20 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,
21 Case No. 37-2017-00003415-CU-OE-CTL

22 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-
23 WT-CLT

24 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,
25 Case No. 30-2017-00899277-CU-OE-CXC

26 5. *Sanchez, et al v. Pueblo Restaurant, Inc. dba Casa Torres*, Los Angeles Superior
27 Court, Case No. BC697241
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- 1 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,
2 Case No. CIVDS1610431
- 3 7. *Mendoza v. McNeal, Duckworth and McNeal, Inc.*, Orange County Superior Court,
4 Case No. 30-2017-00899290-CU-OE-CXC
- 5 8. *Ortiz v. Bayside Insurance Associates, Inc. et al*, Orange County Superior Court, Case
6 No. 30-2016-00895669-CU-OE-CXC
- 7 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.
8 BC609306
- 9 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County
10 Superior Court, Case No. BC691018
- 11 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,
12 Case No. BC715217
- 13 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
14 30-2016-00854699-CU-OE-CXC
- 15 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
16 Case No. 30-2018-00989673-CU-OE-CXC
- 17 14. *Martinez v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
18 No. 30-2016-00840385-CU-OE-CJC
- 19 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
20 Case No. 30-2018-00978231-CU-WT-CJC
- 21 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
22 Case No. 30-2017-00900653-CU-OE-CJC
- 23 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
24 Case No. BC635918
- 25 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
26 Court, Case No. BC674131
27
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- 1 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
2 Case No. 30-2016-00840321-CU-OE-CJC
- 3 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
4 BC617880
- 5 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
6 No. 30-2016-00840386-CU-OE-CJC
- 7 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
8 2015-00795449-CU-OE-CJC
- 9 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
10 Case No. 30-2018-00979111-CU-OE-CXC
- 11 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
12 No. 30-2017-00900648-CU-OE-CXC
- 13 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
14 No. 8:19-cv-00564
- 15 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
16 Court, Case No. 30-2017-00926015-CU-OE-CXC
- 17 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
18 Case No. 30-2016-00877489-CU-OE-CXC
- 19 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
20 Case No. 30-2018-00978815-CU-OE-CXC
- 21 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
22 BC653817
- 23 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
24 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 25 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
26 Case No. 30-2017-00904202-CU-OE-CXC
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1 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
2 Case No. 30-2018-00966582-CU-WT-CXC

3 33. *Ajin v. Lymi, Inc.*, Los Angeles County Superior Court, Case No. BC696168

4 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
5 Case No. BC710735

6 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
7 Case No. 30-2015-00795457-CU-OE-CJC

8 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
9 Case No. BC710736

10 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
11 Case No. 30-2018-00981299-CU-OE-CXC

12 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
13 Case No. BC722778

14 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
15 No. 30-2018-00982745-CU-OE-CXC

16 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
17 Case No. 8:18-cv-02249-AG (ADSx)

18 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
19 Case No. 30-2018-00971152-CU-WT-CJC

20 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
21 Case No. SACV19-00303 ODW (MAAx)

22 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
23 OE-CJC

24 44. *Goldman v. Encore Energy, Inc.*, Los Angeles County Superior Court, BC606773

25 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
26 Case No. BC646999
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**THE SETTLEMENT IS REASONABLE IN LIGHT OF THE RISKS, EXPENSE, AND
DELAY OF CONTINUED LITIGATION AND DEFENDANT’S DEFENSES**

15. An employer’s only obligation is to provide meal periods and authorize and permit rest periods, not to police its employees to ensure that they take their lunches and breaks. (See Brinker, supra, 53 Cal.4th at 1028, 1034.) Plaintiff Flores alleged that Defendants understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff Flores alleged employees were not authorized to take rest periods due to understaffing. Analysis of the sample time records Defendants produced 7.5% sampling. Although Defendants’ time records may create a rebuttable presumption that it did not provide meal periods on those occasions, in compliance with California law, see, e.g., Donahue v. AMN Services, LLC (2021) 11 Cal.5th 58, other evidence could potentially rebut the presumption or minimizes the potential value of the claims. First, Defendant alleged it provided the employees with its Employee Handbook, which sets forth meal and rest period policies. To the extent Plaintiff Flores alleged she felt pressured by their duties or schedule, this evidence is rebuttable. The other alternative interpretation anticipated by Defendant is that it demonstrates that Defendant, in fact, does provide employees with complete meal periods which could potentially undermine any claim of a systemic pattern or practice of failing to provide meal periods since employees choose to take them a few minutes late or short on their own volition at other times. Furthermore, since employees are not required in California to record their rest periods times, this claim may present difficulties when proving the extent of any rest break violations. Third, after reviewing 649,330 shifts, the analysis evidenced an approximate 2.3% violation rate regarding short meal periods (i.e., less than 30 minutes), missed meal periods and potentially “late” meal periods (i.e., started after the fifth hour). While there may be a limited “de minimis” defense in California for meal period claims, see Troester v. Starbucks Corp. (2018) 5 Cal.5th 829, such evidence cuts both ways as it underscores the likelihood of personal

1 choice by employees electing to delay their breaks for a few minutes or knock off a minute or
2 two early and get back to work on their own, as opposed to an express policy that schedules
3 breaks late or the presence of express work deadlines that effectively forces employees to cut
4 breaks short. Therefore, based on the foregoing, these claims should be discounted. After taking
5 into account the foregoing considerations and the Discount Factors, Plaintiff assessed the meal
6 break claims as follows: \$19,112,911.70 in damages (\$13.92 average wage rate) and
7 \$11,821,500 (118,215 pay periods with violations *\$100 per pay period) in civil penalties
8 amounting to \$30,934,411. However, given the risk of meal break class certification with a 97%
9 compliance rate, and this Court's discretion concerning PAGA penalties, an 80% discount was
10 applied resulting in an evaluation of \$6,186,882 for the meal break claims. For the rest periods,
11 the same 2.3% violation rate was applied to this rest break analysis given the similarities of the
12 employer's legal obligations to provide meal breaks and rest breaks. However, the risk to
13 Plaintiff Flores is greater due to the additional consideration of a lack of rest period
14 recordkeeping requirement. Therefore, Plaintiff Flores estimated the best-case scenario at a 90%
15 discount based upon applying the 2.3% violation rate resulting in an exposure amount of
16 \$3,093,441.10 (\$19,112,911.70 in damages (\$13.92 average wage rate) and \$11,821,500
17 (118,215 pay periods with violations *\$100 per pay period) in civil penalties amounting to
18 \$30,934,411 *.10).

20 **Minimum Wage and Overtime Claim**

21 16. Employees are entitled to be paid for all "hours worked." [See *Morillion v.*
22 *Royal Packing Co.* (2000) 22 Cal.4th 575, 582 ("hours worked" means the time during which an
23 employee is subject to the control of an employer, and includes all the time the employee is
24 suffered or permitted to work, whether or not required to do so.)) California Labor Code
25 sections 1194, 1197, 1197.1, and 510 and the applicable Wage Orders mandate that employees
26 must be compensated for all hours worked at minimum wage or greater, or at an overtime rate of
27 1.5 times the regular rate of pay for hours worked in excess of 8 in a workday or 40 in a
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workweek. Plaintiff Flores alleged that usage of the ATM paycards decreased the amount of entitled wages. Upon investigation, class members were paid their fully entitled wages on the payroll cards which would defeat the minimum wage and/or overtime violations related to this claim assigning this particular claims at zero.

17. On November 14, 2023, I extrapolated the cost and time sheet entries for this matter maintained through my firm's Legal Practice Management Software. Attached hereto as **Exhibit C** is a true and correct copy of the record maintained on my practice management software for cost incurred. Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice management software for time entries regarding this case. My firm advanced 100% of the costs incurred by my office on this case.

18. The other attorneys and staff whom worked on this matter are comprised of Andrea M. Fernandez-Jackson whom is an 8-year California licensed attorney with a billable rate of \$515 per hour which should be considered reasonable. Another attorney at my office Anthony S. Filer, Jr. also worked on this matter whom is a 2-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable. No fee-splitting arrangement exists with other counsel.

19. Attached hereto as **Exhibit E** is a true and correct copy of the Laffey Fee Matrix.

20. Attached hereto as **Exhibit F** is a true and correct copy of Plaintiff Virgie Flores' declaration as a class representative.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 14th day of November 2023 in Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson, Declarant

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DONNIE SANCHEZ BARRAGAN, ARACELI
 BARRAGAN, individually and on behalf of
 others similarly situated,

Plaintiffs,

vs.

HOME DEPOT U.S.A., INC., a Delaware
 Corporation,

Defendant.

Case No. 37-2019-00056110-CU-MC-CTL

Hon. Eddie C. Sturgeon

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT
 AND RELEASE**

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1 **I. INTRODUCTION**

2 1. This joint stipulation is made and entered into by and between the following
3 parties: Plaintiffs Araceli Barragan, Donnie Barragan, Jeremey Burcham, Lisa Davey, Janelly
4 Sandoval, and Virgie Flores, individually and as class representatives, and Defendant Home
5 Depot U.S.A., Inc. The Parties agree to fully and completely settle all litigation by or among
6 them subject to the terms and conditions set forth below and to the approval of the Court. This
7 joint stipulation supersedes any and all prior memoranda of understanding and accurately sets
8 forth the Parties' class action and PAGA settlement to resolve all claims as detailed below.

9 **II. RECITALS**

10 2. **The *Barragan* Class Action.** On August 12, 2019, Plaintiffs Donnie Sanchez
11 Barragan and Araceli Barragan filed a putative class action against Home Depot in San Diego
12 Superior Court alleging failure to provide accurate wage statements pursuant to Labor Code
13 § 226. Home Depot removed the case to federal court on September 13, 2019. On December 20,
14 2019, the *Barragan* Plaintiffs filed a First Amended Complaint alleging: (1) failure to provide
15 accurate itemized wage statements reflecting all wages, hours worked, and pay rates; (2) failure to
16 pay overtime; (3) failure to pay all wages upon termination; and (4) violation of California's
17 unfair competition law. On July 21, 2020, the *Barragan* Plaintiffs filed a Second Amended
18 Complaint adding a new named plaintiff, Jeremey Burcham, and alleging claims for: (1) alleged
19 failure to provide accurate itemized wage statements in violation of Labor Code § 226; (2) alleged
20 failure to pay overtime in violation of Labor Code §§ 510, 1198, and 1199; (3) alleged failure to
21 timely pay wages during employment in violation of Labor Code § 204; (4) alleged failure to
22 timely pay wages upon termination in violation of Labor Code §§ 201, 202 and 203; and (5)
23 alleged violations of Business and Professions Code §§ 17200 *et seq.* The *Barragan* Plaintiffs
24 filed a Third Amended Complaint on September 16, 2021, alleging claims on behalf of: (1) non-
25 exempt Home Depot employees in California who received a minimum "Success Sharing" bonus
26 and worked overtime in alleged violation of California Labor Code §§ 510 and 1194, and (2) all
27 non-exempt Home Depot employees in California who received a meal and/or rest period
28 premium or reporting time pay but were allegedly not paid all wages due in alleged violation of

1 California Labor Code §§ 226.7, 510 and 512. On January 17, 2022, the Court granted
2 Burcham's motion for class certification of a class of employees who both received a minimum
3 Success Sharing bonus and worked overtime during the same period. The Court dismissed
4 Plaintiffs' claims for unfair competition and Labor Code Section 203 claims for waiting time
5 penalties. The Court granted Plaintiffs' motion for partial summary judgment relating to
6 improper overtime pay for employees who received a minimum Success Sharing bonus and
7 worked overtime during the same period because Home Depot did not include the minimum
8 Success Sharing bonus when calculating the regular rate.

9 3. **The *Barragan* PAGA Action.** On August 14, 2019, Plaintiffs Donnie Sanchez
10 Barragan and Araceli Barragan gave notice to the LWDA of their pending Labor Code claims
11 and, on October 22, 2019, filed a separate PAGA Action against Home Depot in San Diego
12 Superior Court. Plaintiffs submitted supplemental PAGA notices to the LWDA on November 12,
13 2019 and January 6, 2020.

14 4. **The *Sandoval* Class Action.** On January 31, 2020, Plaintiff Janelly Sandoval
15 filed a putative class action alleging claims for: (1) alleged failure to pay all wages in connection
16 with its issuance of pay cards for final wages (Lab. Code §§ 201-203), and (2) alleged failure to
17 provide accurate itemized wage statements (Lab. Code § 226). Home Depot removed the case to
18 federal court. Sandoval filed her operative FAC on April 30, 2020.

19 5. **The *Sandoval* PAGA Action.** On June 1, 2020, Sandoval filed a separate PAGA
20 action in state court, alleging the same claims alleged in the *Sandoval* Class Action, but under
21 PAGA.

22 6. **The *Davey* Class and PAGA Action.** On May 26, 2020, Lisa Davey filed a
23 PAGA Notice with the LWDA, which attached a draft complaint asserting claims under PAGA
24 for: (1) alleged failure to provide meal periods in violation of Labor Code §§ 226.7 and 512;
25 (2) alleged failure to provide rest breaks in violation of Labor Code §§ 226.7 and 512; (3) alleged
26 failure to timely pay wages upon termination in violation of Labor Code § 203; and (4) alleged
27 failure to provide accurate itemized wage statements in violation of Labor Code § 226. On June
28 9, 2020, Davey filed the *Davey* Class and PAGA Action in state court alleging class action claims

for: (1) alleged failure to provide meal periods and rest breaks and/or fully pay break premium in violation of Labor Code §§ 226.7 and 512; (2) alleged failure to timely pay wages upon termination in violation of Labor Code § 203; (3) alleged failure to provide accurate itemized wage statements in violation of Labor Code § 226; and (4) alleged violations of Business and Professions Code §§ 17200 *et seq.* On August 4, 2020, Davey filed her operative FAC, which added allegations of the same Labor Code violations under PAGA. Home Depot removed the case to federal court on October 16, 2020.

7. **The Flores Class and PAGA Action.** On May 5, 2020, Plaintiff Virgie Flores filed a PAGA Notice with the LWDA alleging violations of Labor Code sections 201, 202, 203, 204, 208, 212, 213, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174 1182.12, 1194, 1197, 1197.1, 1198, and 2802, and sections 3, 5, 7, and 14 of the applicable IWC Wage Orders. On June 23, 2020, Flores filed the *Flores* Class and PAGA Action in state court, alleging claims for: (1) alleged failure to pay overtime in violation of Labor Code §§ 510, 1198, and 1199; (2) alleged failure to pay minimum wages in violation of Labor Code § 1194; (3) alleged failure to timely pay wages upon termination in violation of Labor Code § 203; (4) alleged failure to provide accurate itemized wage statements in violation of Labor Code § 226; (5) alleged failure to provide meal periods or fully pay break premiums in violation of Labor Code §§ 226.7 and 512; (6) alleged failure to provide rest breaks in violation of Labor Code § 226.7; (7) alleged unlawful discounts and deductions in violation of Labor Code §§ 212-213, 221, 223, and 224; and (8) alleged violations of Business and Professions Code §§ 17200 *et seq.* Home Depot removed the case to federal court. On June 23, 2020, Flores filed her operative FAC, which alleges the same Labor Code violations under PAGA.

8. **Case Consolidation.** On November 3, 2021, Judge Anthony Battaglia of the U.S. District Court for the Southern District of California ordered the *Barragan* Class Action, *Sandoval* Class Action, *Davey* Class and PAGA Action, and *Flores* Class and PAGA Action consolidated for purposes of discovery and motion practice.

9. **Defendant Denies Liability and Asserts Strong Defenses.** Defendant denies Plaintiffs' claims, and asserts that, during all relevant times, Class Members were properly paid

for all hours worked and for all accrued paid time off, received all overtime wages to which they were entitled, and were provided with compliant meal and rest breaks in accordance with then-existing California law. Defendant also asserts that, at all times, Class Members received wage statements that were compliant with the Labor Code, were timely paid all wages as required under the Labor Code, and that Class Members who ended their employment with Defendant during the Class Period were properly compensated for all wages due as required by California law. Consequently, Defendant does not believe that any liability to Named Plaintiffs or Class Members exists, or that Named Plaintiffs or Class Members are entitled to any recovery. In addition, Defendant contends that Named Plaintiffs' claims are not suitable for class or representative treatment.

10. **Claims Aggressively and Completely Litigated.** After engaging in extensive discovery and motion practice, the Parties participated in a mediation with Michael Dickstein in May 2022. After months of negotiations involving Mr. Dickstein, the Parties reached a global settlement and fully executed a Memorandum of Understanding reflecting the material terms of the settlement in September 2022.

11. **The Parties Desire Resolution.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims against the Releasees arising from or related to the Action.

12. **Settlement Value.** The parties agree that the Gross Settlement Value, which consists of Back Payments and the Maximum Settlement Payment, reflects the true value to Class Members achieved by the litigation.

III. SETTLEMENT DEFINITIONS

13. **"Action"** means and refers to the lawsuit titled *Barragan v. Home Depot U.S.A., Inc.*, San Diego County Superior Court Case No. 37-2019-00056110-CU-MC-CTL.

14. **"Affiliates"** of Defendant means and refers to each individual or entity that:

- (1) during any portion of the Released Period, was Defendant's subsidiary, related company or entity, division, parent company, sister company, affiliate, predecessor or successor; and/or
- (2) during any portion of the Released Period, directly or indirectly controlled or owned

1 Defendant, was directly or indirectly controlled or owned by Defendant, or was directly or
2 indirectly under common control or ownership with Defendant

3 15. **“Agreement”** or **“Settlement Agreement”** means and refers to this Settlement
4 Agreement.

5 16. **“Back Payments”** means amounts paid by Home Depot between December 1,
6 2021 and March 1, 2022 as true-up payments for break premiums, overtime, and reporting pay
7 relating to regular rate violations alleged in the *Barragan* Class Action with interest. Back
8 Payments totaled about Four Million Five Hundred Thousand Dollars (\$4,500,000). The parties
9 agree that Back Payments are part of the value that Class Members realized as a result of
10 litigation by Plaintiffs, including the *Barragan* Plaintiffs’ successful summary judgment motion
11 relating to minimum Success Sharing bonuses and the regular rate of pay.

12 17. **“Claims Administrator”** or **“Settlement Administrator”** means and refers to the
13 entity that will provide the Class Notice to the Settlement Class Members, distribute Settlement Class
14 Awards as described in this Agreement, and administer the Settlement. The parties will mutually
15 agree to a Claims Administrator. The Claims Administrator will certify and agree to the data security
16 protocols required by Home Depot.

17 18. **“Claims Period”** shall mean the period of sixty (60) days following the mailing of
18 the Settlement Documents by the Claims Administrator. If the 60th day falls on a Sunday or
19 holiday, the Claims Period shall end on the next business day that is not a Sunday or holiday.

20 19. **“Class Counsel”** or **“Plaintiffs’ Counsel”** means, for settlement purposes only,
21 Craig M. Nicholas and Shaun Markley of Nicholas & Tomasevic, LLP; Noam Glick of Glick
22 Law Group, P.C.; James R. Hawkins, Gregory Mauro, and Michael Calvo of James Hawkins
23 APLC; Armond M. Jackson of Jackson Law, APC; Larry W. Lee of Diversity Law Group;
24 William L. Marder of Polaris Law Group LLP; and Dennis S. Hyun of Hyun Legal APC.

25 20. **“Class”** means all Class Members.

26 21. **“Class Member(s)”** means any non-exempt, hourly employee employed by Home
27 Depot in the State of California at any point between June 9, 2016, through the Date of
28

1 Preliminary Approval of this settlement.

2 22. **“Class Member Allocation”** means the estimated amount a Class Member may
3 receive from this Settlement calculated by multiplying the Class Member Share by an estimated
4 Net Settlement Amount.

5 23. **“Class Member Share”** means the Pay Periods worked by the Class Member
6 during the Class Period divided by the aggregate Pay Periods worked by the Class during the
7 Class Period.

8 24. **“Class Notice”** or **“Notice of Settlement”** shall mean the document attached
9 hereto as Exhibit A.

10 25. **“Class Period”** means the period between June 9, 2016, through the Date of
11 Preliminary Approval of this settlement.

12 26. **“Class Representatives”** and/or **“Named Plaintiffs”** means, for settlement
13 purposes only, Araceli Barragan, Donnie Barragan, Jeremy Burcham, Lisa Davey, Virgie Flores,
14 and Janelly Sandoval, who have been designated by Plaintiffs’ Counsel as the Class
15 Representatives for settlement purposes.

16 27. **“Complaint(s)”** means any complaint filed in any of the actions defined as
17 follows:

- 18 a. **“Barragan Class Action”** means *Barragan v. Home Depot U.S.A., Inc.*,
19 S.D. Cal. Case No. 19-cv-01766-AJB-AGS
- 20 b. The Action
- 21 c. **“Davey Class and PAGA Action”** means *Davey v. Home Depot U.S.A.,*
22 *Inc.*, S.D. Cal. Case No. 20-cv-02541-AJB-AGS
- 23 d. **“Flores Class and PAGA Action”** means *Flores v. Home Depot U.S.A.,*
24 *Inc.*, S.D. Cal. Case No. 21-cv-00462-AJB-AGS
- 25 e. **“Sandoval Class Action”** means *Sandoval v. Home Depot U.S.A., Inc.*, S.D.
26 Cal. Case No. 21-cv-00461-AJB-AGS
- 27 f. **“Sandoval PAGA Action”** means *Sandoval v. Home Depot U.S.A., Inc.*,

Riverside County Superior Court Case No. RIC2001886

28. **“Consolidated Actions”** means the *Barragan* Class Action, *Sandoval* Class Action, *Davey* Class and PAGA Action, and *Flores* Class and PAGA Action.

29. **“Cy Pres Recipients”** means the Homer Fund and RefugeeNet.

30. **“Court”** means the San Diego County Superior Court presiding over the Action.

31. **“Date of Preliminary Approval”** means the date the Court approves this Settlement Agreement, and exhibits thereto, and enters an Order providing for notice to the Class Members, an opportunity to opt-out of the Settlement Class, an opportunity to submit timely objections to the settlement, a procedure for submitting claims, and setting a hearing for Final Approval of the settlement, including approval of attorneys’ fees and costs. The amount of fees and costs awarded by the Court will not affect approval of the Settlement Agreement.

32. **“Deficient Request for Exclusion”** means a Request for Exclusion that fails to include one or more of the following: (a) a signature; (b) the Class Member’s name; (c) a statement that the Class Member desires to exclude himself or herself from the case; or (d) the last four digits of the Class Member’s social security number or Home Depot employee ID.

33. **“Deficient Opt-Out”** means an untimely Request for Exclusion or a Deficient Request for Exclusion that has not been cured of its deficiencies by the submitting Class Member within the time required by this Settlement Agreement.

34. **“Defendant”** means Home Depot (as defined).

35. **“Defendant’s Counsel”** means Morgan, Lewis & Bockius LLP and Akin Gump Strauss Hauer & Feld LLP.

36. **“Depository Bank”** means the financial institution where Defendant will deposit the Maximum Settlement Payment.

37. **“Excluded Claims”** mean (1) claims for unpaid overtime based on alleged off-the-clock pre-shift and post-shift work; (2) claims at issue as of November 1, 2022 in the cases *Utne v. Home Depot U.S.A., Inc.*, Northern District of California case number 16-CV-01854-RS and *Utne v. Home Depot U.S.A., Inc.*, Alameda County Superior Court case number 22CV011360; (3) claims based on the factual predicate for time spent on COVID-19 health screens, and (4)

claims for waiting time penalties pursuant to California Labor Code Section 203 for Class Members whose employment with Home Depot ended before March 31, 2018 (this Agreement releases all claims for waiting time penalties pursuant to California Labor Code Section 203 for Class Members whose employment terminated on or after March 31, 2018 for all 203 claims other than based on the factual predicate for time spent on COVID-19 health screens).

38. **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing to be scheduled by the Court after granting preliminary approval of the Settlement Agreement.

39. **“Final Approval”** means the date on which the Court enters the Final Approval Order.

40. **“Final Approval Order”** means the Court’s order approving the Settlement Agreement after the Fairness Hearing.

41. **“Gross Settlement Value”** means the \$4,000,000 in Maximum Settlement Payment plus the roughly \$4,500,000 in Back Pay already paid by Home Depot for a total of \$8,500,000.

42. **“Home Depot”** means Home Depot U.S.A., Inc., doing business as “The Home Depot,” and its direct and indirect subsidiaries that employ non-exempt employees in California.

43. **“Late Request for Exclusion”** means a Request for Exclusion that is submitted to the Claims Administrator after the end of the Claims Period.

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

45. **“LWDA Penalty Amount”** is 75% of the PAGA Penalty Allocation.

46. **“Maximum Settlement Payment”** is the sum of Four Million U.S. Dollars (\$4,000,000), which represents the maximum amount of new money payable under this Settlement Agreement, including but not limited to attorneys’ fees and litigation costs as specified herein, the Service Enhancement payment to the Class Representative, all settlement administration and distribution fees and costs, the Reserve Fund, the PAGA Penalty Allocation, and all required payments to Settlement Member Payments.

47. **“Net Settlement Amount”** is the portion of the Maximum Settlement Payment eligible for distribution to Settlement Class Members. It equals the Maximum Settlement

1 Payment less Class Counsel's attorneys' fees and actual litigation costs as approved by the Court,
 2 Settlement Administration Expenses as approved by the Court, the Reserve Fund, the LWDA
 3 Penalty Amount as approved by the Court, the PAGA Group Payment, Service Enhancement to
 4 the Class Representatives as approved by the Court, and all taxes except Defendant's share of
 5 payroll taxes.

6 48. **"PAGA"** means the California Labor Code Private Attorneys General Act,
 7 California Labor Code §§ 2698 *et seq.*

8 49. **"PAGA Group Notice"** means the Notice to be sent by the Claims Administrator
 9 to PAGA Group Members in the form attached as Exhibit B.

10 50. **"PAGA Group"** means all PAGA Group Members.

11 51. **"PAGA Group Member"** means each non-exempt employee employed by Home
 12 Depot in California during the PAGA Period.

13 52. **"PAGA Group Member Amount"** means the PAGA Group Member Share
 14 multiplied by the PAGA Group Payment.

15 53. **"PAGA Group Member Share"** means the Pay Periods worked by the PAGA
 16 Group Member during the PAGA Period divided by the aggregate number of Pay Periods worked
 17 by the PAGA Group during the PAGA Period.

18 54. **"PAGA Group Payment"** is 25% of the PAGA Penalty Allocation.

19 55. **"PAGA Penalty Allocation"** means the gross amount of One Hundred Thousand
 20 U.S. Dollars (\$100,000) which the Parties have allocated to settle claims for civil penalties under
 21 PAGA or such other amount as ordered and approved by the Court.

22 56. **"PAGA Period"** means August 14, 2018, through the date of Preliminary
 23 Approval.

24 57. **"PAGA Released Claims"** means claims made on behalf of the LWDA and/or
 25 State of California included in any notice provided to the LWDA by any Named Plaintiff or as
 26 pleaded in any Complaint including but not limited to claims for or predicated on (1) alleged
 27 underpayment or miscalculation of overtime and/or reporting time pay (including alleged
 28 violations of Labor Code Sections 201, 202, 510, 1194, 1198, and 1199 and similar provisions of

the California Wage Orders), (2) failure to properly pay reporting pay (alleged violations of the reporting and call-back pay provisions of the California Wage Orders), (3) failure to provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the applicable California Wage Order), (4) failure to properly calculate and/or pay break premiums as required by Labor Code Section 226.7 (and/or the applicable California Wage Order), (5) the form of final payment of wages (including alleged violations of Labor Code Sections 212 and 213 and/or the similar provisions of the California Wage Orders), (6) failure to provide accurate wage statements or otherwise keep accurate payroll records (alleged violations of Labor Code Section 226, 1174 and similar provisions of the California Wage Orders); and (7) failure to pay all wages owed upon employment termination. PAGA Released Claims, however, do not include the Excluded Claims.

58. **"Parties"** means collectively Named Plaintiffs and Defendant.

59. **"Preliminary Approval"** means the Court's preliminary approval of the terms of this Agreement.

60. **"Pay Period"** means the nearest whole number calculated by determining the number of days worked in the relevant time period based on Defendant's records, dividing by 14, and rounding to the nearest whole number.

61. **"Qualified Settlement Fund"** means the Qualified Settlement Fund ("QSF") created under Internal Revenue Code Section 468B, to be overseen by the Claims Administrator.

62. **"Released Claims"** means any claim for restitution, penalties, civil penalties, damages, or any other form of relief asserted or pleaded in any Complaint and/or notice provided to the LWDA by any Named Plaintiff that accrued or accrue prior to the date of Preliminary Approval, including but not limited to claims for or predicated on (1) alleged underpayment or miscalculation of overtime and/or reporting time pay (including alleged violations of Labor Code Sections 201, 202, 510, and applicable provisions of the California Wage Orders), (2) failure to properly pay reporting time pay, (3) failure to provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the applicable California Wage Order), (4) failure to properly calculate and/or pay break premiums as required by Labor Code Section 226.7 (and/or the applicable California Wage Order), (5) the form of final payment of wages (including alleged

1 violations of Labor Code Sections 212 and 213), (6) failure to provide accurate wage statements
2 (alleged violations of Labor Code Section 226), and (7) as to Class Members whose employment
3 with Home Depot ended on or after March 31, 2018, claims for waiting time penalties pursuant to
4 Labor Code Section 203. Released Claims, however, do not include Excluded Claims.

5 63. **"Releasees"** means Home Depot, its predecessors, successors, assigns, current and
6 former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities,
7 and their current and former officers, directors, shareholders, employees, agents, representatives,
8 and employee benefit programs (including the trustees, administrators, fiduciaries, and insurers of
9 such programs).

10 64. **"Request for Exclusion"** means a signed request from a Class Member to be
11 excluded from the non-PAGA portion of this Settlement Agreement. A valid Request for
12 Exclusion must contain: (a) the Class Member's name; (b) a statement that the Class Member
13 desires to exclude himself or herself from the case; and (c) the last four digits of the Class
14 Member's social security number or Home Depot employee ID.

15 65. **"Reserve Fund"** means the portion of the Maximum Settlement Payment reserved
16 for payment of disputed, untimely, and self-identified claims, after the end of the Claims Period,
17 in the amount of Ten Thousand U.S. Dollars (\$10,000). Any unused funds remaining in the
18 Reserve Fund one year after Final Approval shall be distributed to the Cy Pres Recipients.

19 66. **"Service Enhancement(s)"** means the incentive payments to each Class
20 Representative in an amount not to exceed \$10,000 as approved by the Court.

21 67. **"Settlement Administration Expenses"** are those reasonable expenses incurred
22 by the Claims Administrator in effectuating the Settlement, not to exceed \$75,000

23 68. **"Settlement Class"** means all Settlement Class Members

24 69. **"Settlement Class Member"** means any Class Member who does not submit a
25 valid Request for Exclusion or who rescinds their Request for Exclusion in a timely manner.

26 70. **"Settlement Class Member Share"** means the Pay Periods worked by the
27 Settlement Class Member during the Class Period divided by the aggregate number of Pay
28

Periods worked by the Settlement Class during the Class Period.

71. **“Settlement Documents”** means the Class Notice (Exhibit A) and the PAGA Group Notice (Exhibit B).

72. **“Settlement Effective Date”** means thirty (30) calendar days after entry of the Court’s Final Approval Order. If an appeal or motion to intervene is filed, then “Settlement Effective Date” means the date of final resolution of any appeal from the Final Approval Order where the resolution affirms the Final Approval Order. The Settlement Effective Date cannot occur until there is no possibility of an appeal or further appeal that could prevent this Settlement Agreement from becoming final and binding. The Parties intend that the Final Approval Order will effectuate the releases and extinguish all released claims, including but not limited to PAGA claims, for the periods covered by this Settlement Agreement on the Settlement Effective Date. The Court will retain jurisdiction to enforce the Settlement Agreement after the Settlement Effective Date.

73. **“Settlement Payment”** means the Settlement Class Member Share multiplied by the Net Settlement Amount less applicable taxes.

IV. REQUIRED AMENDED COMPLAINT

74. **Preparation and Filing of Amended Complaint.** Class Representatives will file one amended complaint in the Action that embraces all claims made in the Consolidated Actions. This Agreement is contingent on the filing and acceptance by the Court of such an amended complaint in a form approved by Defendant.

75. **Stav of Consolidated Actions.** The Parties moved the Southern District Court to stay the Consolidated Actions.

76. **Dismissal of Other Lawsuits.** Within fourteen (14) court days after Preliminary Approval of this Settlement by the Court, the Parties will stipulate to dismiss the Consolidated Actions and the Sandoval PAGA Action without prejudice. If any such action is not dismissed, this Agreement is null and void.

77. **Jurisdiction Over Settlement.** This Court has jurisdiction over the Parties and the subject matter of this Action. This Court will have continuing jurisdiction over the terms and

1 conditions of this Settlement Agreement, until all payments and obligations provided for herein
2 have been fully executed.

3 **V. SETTLEMENT TERMS**

4 78. **No Admission of Liability.** Nothing in this Settlement shall be construed to be or
5 deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing
6 toward the Class Representatives, the Class Members, or any other person, and Defendant
7 specifically disclaims any liability, culpability, negligence, or wrongdoing toward the Class
8 Representatives, the Class Members, or any other person, or that class or collective certification is
9 appropriate. Each of the Parties have entered into this Settlement Agreement with the intention to
10 avoid further disputes and litigation with the attendant inconvenience, expenses, and
11 contingencies. This Settlement Agreement and any related court documents or orders between
12 the Parties may not be cited or otherwise admitted as evidence of liability or that class
13 certification is appropriate or that a representative action could ever be manageably tried before a
14 court. This provision will survive regardless of whether the other terms of this Settlement
15 Agreement are otherwise voided

16 79. **Full and Complete Settlement.** This Settlement shall resolve the entirety of the
17 Action, *Barragan* Class Action, *Barragan* PAGA Action, *Davey* Class and PAGA Action,
18 *Sandoval* Class Action, *Sandoval* PAGA Action, and *Flores* Class and PAGA Action.

19 80. **Class Certification.** For settlement purposes only, the Parties will stipulate to the
20 certification of the Class as to all Released Claims. If for any reason the Court does not approve
21 this Settlement Agreement, fails to enter the Final Approval Order, or fails to enter the Judgment
22 or Final Judgment, or if this Settlement Agreement is lawfully terminated for any other reason,
23 the Parties shall return to their pre-Agreement positions relating to certification of the various
24 claims in dispute, including the certification of the overtime claims in the *Barragan* Class Action.
25 Defendant shall retain the absolute right to dispute the propriety of class certification and/or the
26 ability of this action to proceed as a representative action on all applicable grounds that exist in
27 law or fact.

28 81. **Class Counsel and Representatives.** For settlement purposes only, the Parties

1 agree to appointment of Class Counsel as class counsel and to appointment of the Class
 2 Representatives as representatives of the Class. Defendant's stipulation to the Class, Class
 3 Counsel, and Class Representatives shall not be construed as an admission or acknowledgment of
 4 any kind that (1) Class Representatives are adequate or typical; (2) Class Counsel is adequate; (3)
 5 any class should be certified; or (4) any Released Claim is amenable to class resolution.

6 82. **Court's Failure to Approve.** In the event that this Settlement Agreement is not
 7 fully approved by the Court, fails to become effective, or is reversed, withdrawn, or modified by
 8 the Court:

- 9 a. The Settlement Agreement shall have no force or effect, other than the
 10 confidentiality and no publicity provisions of Paragraphs 90 and 130 and
 11 the non-admission provisions in Paragraph 76;
- 12 b. The Settlement Agreement shall not be admissible in any judicial,
 13 administrative, or arbitral proceeding for any purpose or with respect to
 14 any issue, substantive or procedural.
- 15 c. The conditional certification of the Class shall become null and void, and
 16 the fact of certification shall not be cited to or admissible in any judicial,
 17 administrative, or arbitral proceeding for any purpose or with respect to
 18 any issue, substantive or procedural; and
- 19 d. The Parties to this Settlement Agreement will not be deemed to have
 20 waived any claim, objection, defense, or argument with respect to the issue
 21 of class certification or the merits of Plaintiffs' claims.

22 83. **Settlement Allocations.** Defendant agrees to pay the Maximum Settlement
 23 Payment plus Defendant's share of employment taxes and no more to the Depository Bank.
 24 Defendant will cooperate to provide information regarding Back Payments in connection with
 25 approval of this settlement. . Under no circumstance will this Settlement Agreement be construed
 26 or interpreted to require payment of more than the Maximum Settlement Payment. Payment of
 27 the Maximum Settlement Payment to the Depository Bank fully and completely satisfies
 28 Defendant's obligations under this Agreement. Failure of the Claims Administrator to perform its

obligations will not impact the enforceability of this Agreement or its releases. The Claims Administrator shall distribute the Maximum Settlement Payment pursuant to the order of the Court. The Parties agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Payment:

- a. Class Counsel shall be allocated Class Counsel attorney fees and costs as approved by the Court. Defendant will not oppose a request for a maximum of one-third (33.3%) of the Gross Settlement Value, or \$2,805,000 in attorneys' fees and up to \$100,000 for litigation costs.
- b. The Claims Administrator shall be allocated Settlement Administration Expenses as approved by the Court.
- c. Named Plaintiffs shall be allocated Service Enhancements as approved by the Court.
- d. The LWDA shall be allocated the LWDA Penalty Amount. In connection with settlement approval, the LWDA shall be notified of the existence of the settlement by Class Counsel. Should the LWDA object to the amount of this payment, the Parties agree to work in good faith to negotiate another agreeable amount.
- e. The PAGA Group shall be allocated the PAGA Group Payment. Each PAGA Group Member shall be entitled to receive their PAGA Group Member Amount.
- f. The Reserve Fund will be established to reserve for disputed, untimely, and self-identified claims. Any unused amounts of the Reserve Fund that remain one year after Final Approval will be distributed to the Cy Pres Recipients in equal amounts.
- g. The Settlement Class Members shall be allocated the Net Settlement Amount (the portion of the Maximum Settlement Payment remaining after allocations (a) through (f) above) by payment of the Settlement Payments.
- h. If the Court approves a lesser amount of attorneys' fees, litigation costs,

1 Settlement Administration Expense, or Service Enhancements than those
2 sought by Named Plaintiffs or Class Counsel, any amounts not approved
3 will be reallocated to Settlement Class Members, and the amounts awarded
4 will not affect approval of the Settlement.

5 84. **Pay Period Calculation.** The Claims Administrator shall determine the number
6 of Pay Periods worked by each Class Member during the Class Period and the number of Pay
7 Periods worked by each PAGA Group Member during the PAGA Period based on employment
8 records to be provided by Defendant.

9 85. **Exclusions (Opt-Outs).** PAGA Group Members cannot opt-out of (exclude
10 themselves from) this Settlement. All PAGA Group Members shall be bound by this Settlement
11 Agreement and will release the PAGA Released Claims. Class Members who wish to “opt-out”
12 of and be excluded from the non-PAGA portion of this settlement must submit a written Request
13 for Exclusion from the settlement bearing a post-mark during the Claims Period. Requests for
14 Exclusion that are not post-marked within the Claims Period are Deficient Opt-Outs unless
15 Defendant agrees in writing to accept the untimely Request for Exclusion. Class Members who
16 opt-out of this Settlement release the PAGA Released Claims even if they submit a valid Request
17 for Exclusion and will receive a check for their PAGA Group Member Amount if they are a
18 PAGA Group Member. If a Class Member submits a Deficient Request for Exclusion, the Claims
19 Administrator shall notify the Class Member of the deficiency within five (5) business days of
20 receipt. The Class Member shall have until the end of the Claims Period or five (5) business days
21 after the close of the Claims Period if the notice of deficiency is sent by the Claims Administrator
22 within five (5) business days of the end of the Claims Period to cure the deficiency or
23 deficiencies. Uncured deficiencies result in a Deficient Opt-Out. Class Members submitting
24 Deficient Opt-Outs shall be bound by the Settlement and its releases and will be considered
25 Settlement Class Members for settlement distribution purposes. Class Members shall be
26 permitted to rescind their Request for Exclusion in writing by submitting a rescission statement to
27 the Claims Administrator not later than one (1) business day prior to the Fairness Hearing, or as
28 otherwise ordered by the Court. The Claims Administrator shall not accept untimely Requests for

1 Exclusion without the written authorization of Defendant.

2 86. **Objections.** Only Settlement Class Members (*i.e.*, Class Members who do not
3 submit a valid Request for Exclusion) may object to the settlement. Class Members who submit
4 valid Requests for Exclusion are not eligible to object. All written objections must be sent no
5 later than sixty (60) days after the Claims Administrator's mailing of the Class Notice, and such
6 deadline applies notwithstanding any argument regarding non-receipt of the Class Notice.
7 Settlement Class Members may also appear at the final approval hearing to object, even if they do
8 not send a written objection. Settlement Class Members who either fail to send timely written
9 objections or appear at the final approval hearing to object waive any objections to this Settlement
10 are foreclosed from filing any appeal from any Final Approval Order issued by the Court. The
11 Parties may file a response to any objections submitted by objecting Settlement Class Members at
12 or prior to the Fairness Hearing. Settlement Class Members shall be permitted to withdraw their
13 objections in writing by submitting a withdrawal statement to the Claims Administrator not later
14 than one (1) business day prior to the Fairness Hearing, or as otherwise ordered by the Court

15 87. **Settlement Class Member Released Claims.** Upon the Settlement Effective
16 Date, each Settlement Class Member and the Class Representatives shall be deemed to have fully,
17 finally, and forever released Releasees from Released Claims as more fully set forth in Paragraph
18 113 below.

19 88. **PAGA Released Claims.** Upon the Settlement Effective Date, all PAGA Group
20 Members, the Named Plaintiffs, and the LWDA (including the State of California) shall be
21 deemed to have fully, finally, and forever released Releasees from the PAGA Released Claims as
22 more fully set forth in Paragraph 114 below.

23 89. **Class Representative Released Claims.** Upon the Settlement Effective Date the
24 Class Representatives shall be deemed to have generally released all known and unknown claim
25 against the Releasees as more fully set forth in Paragraph 116 below.

26 90. **Entry of Judgment.** At the Fairness Hearing, the Parties will request that the
27 Court, among other things: (a) enter a Final Approval Order in accordance with the terms of this
28 Settlement Agreement; (b) approve the settlement as fair, adequate, reasonable, and binding on all

1 Settlement Class Members; and (c) enter judgment as required pursuant to the terms of this
2 Agreement.

3 **VI. DATA AND NOTICES TO CLASS MEMBERS AND PAGA GROUP MEMBERS**

4 91. **Defendant's Delivery of Data.** Within thirty (30)) days after the date of
5 Preliminary Approval by the Court, Defendant shall provide to the Claims Administrator
6 information in electronic format regarding all Class Members, including name(s), last known
7 residence addresses, Social Security numbers, and dates worked as Class Members during the
8 Class Period. Defendant shall submit this information in electronic format as specified by the
9 Claims Administrator and shall thereafter, during the notice, approval, opt-out, and payment
10 processes, assist the Claims Administrator as necessary or as requested to use, correct, or update
11 this information in order to enable the Claims Administrator to locate and contact Class Members,
12 and to provide information needed or requested by the Claims Administrator in order to make
13 determinations on Class Members' challenges.

14 92. **Class Data Confidentiality.** Class data shall only be used by the Claims
15 Administrator for the purpose of calculating settlement shares and finding and notifying Class
16 Members of the settlement. Class data for Class Members shall not be disclosed to the Named
17 Plaintiffs, Class Counsel, or any other Class Members without the written consent of Defendant
18 and will be subject to the Claims Administrator's confidentiality agreement.

19 93. **Contact Information Confirmation.** Prior to mailing the Settlement Documents,
20 the Claims Administrator will update the addresses for the Class Members using the National
21 Change of Address database and other available resources deemed suitable by the Claims
22 Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be
23 used by the Claims Administrator to locate Class Members and re-mail the Settlement Documents
24 to the correct or updated address. The Claims Administrator will use all appropriate tracing
25 methods, including skip tracing, to ensure that the Settlement Documents are received by Class
26 Members. The Claims Administrator shall also take reasonable steps including skip tracing to
27 locate any Class Member whose Class Notice is returned as undeliverable.

28 94. **Mailing of Notices.** Within thirty (30) days of receiving the class data from

1 Defendant and after it has completed all of the address updates for Class Members, the Claims
2 Administrator shall mail the Class Notice to Class Members and the PAGA Group Notice to
3 PAGA Group Members. At least five (5) business days prior to this mailing, the Claims
4 Administrator shall provide Defendant with a report listing the estimated Settlement Payment
5 amounts to each Class Member, and provide the same list to Class Counsel with unique
6 identifiers, but not names or addresses.

7 95. **Content of Notices.** Each Class Notice mailed to a Class Member will identify
8 the dates of employment and/or number of compensable Pay Periods that Defendant's records
9 indicate the individual worked as a Class Member and each Class Member's estimated Class
10 Member Allocation. Each PAGA Notice shall state the PAGA Group Member's estimated
11 PAGA Group Member Amount.

12 96. **Timing of Requests for Exclusions or Objections.** Class Members shall have
13 sixty (60) days from the date of mailing of the Settlement Documents to submit a Request for
14 Exclusion or object to the Settlement. If the 60th day falls on a Sunday or holiday, the deadline
15 will be the next business day that is not a Sunday or holiday. Requests for Exclusion not mailed
16 in compliance with the timing requirements of this Paragraph are Deficient Opt-Outs unless
17 Defendant agrees in writing to accept the Request for Exclusion.

18 97. **Pay Period Calculation Challenges.** Class Members shall have the right to
19 challenge the dates of employment and/or number of Pay Periods worked as shown on the Class
20 Notice, but will bear the burden to prove that Defendant's data is incorrect. Challenges to the
21 dates of employment and/or number of weeks worked listed on the Class Notice must be sent
22 directly to the Claims Administrator at the address indicated on the Class Notice. Any challenge
23 must be made during the Claims Period. The Claims Administrator will inform Class Counsel
24 and Defendant's Counsel in writing of any challenges. The dates of employment and/or
25 workweeks listed on the Class Notice are presumed to be accurate unless the Settlement Class
26 Member submits documentation demonstrating otherwise (*i.e.*, a Settlement Class Member who
27 fails to provide written proof will have his or her challenge denied). In the event of any dispute
28 over a Class Member's date(s) of employment, Defendant's Counsel, after consultation with

Plaintiffs' Counsel, will investigate the challenge and determine whether any additional amount is owed to the Settlement Class Member making the challenge. The Claims Administrator will decide whether the Settlement Class Member's challenge shall be accepted. The Claims Administrator's decision is final and binding without a right of appeal.

98. **Requests for Exclusion.** The Claims Administrator shall (a) date stamp all original Requests for Exclusion that it receives; (b) serve copies on Class Counsel and Defendant's Counsel no later than five (5) business days after receipt, or immediately if received within five (5) business days of the Fairness Hearing; and (c) attach copies of the date-stamped Requests for Exclusion to the Claims Administrator declaration in support of Final Approval, which Class Counsel shall file with any personal identifying information other than the names redacted.

99. **Rescission of Requests for Exclusion.** The Claims Administrator shall (a) date stamp all original rescissions of Requests for Exclusion it receives; (b) serve copies on Class Counsel and Defendant's Counsel no later than five (5) business days after receipt, or immediately if received within five (5) business days of the Court's Fairness Hearing; and (c) attach copies of the date-stamped rescissions of Requests for Exclusion to the Claims Administrator declaration in support of Final Approval, which Class Counsel shall file with any personal identifying information other than the names redacted.

100. **Information Tracking and Updates.** The Claims Administrator shall (a) provide to Class Counsel and Defendant's Counsel a weekly report of activity; and (b) establish a toll free telephone line and respond to inquiries and requests for information or assistance from Class Members.

VII. SETTLEMENT ADMINISTRATION

101. **Payment of Maximum Settlement Payment.** No later than fifteen (15) business days after the Settlement Effective Date, Defendant shall pay by wire transfer or otherwise transmit to the Depository Bank the Maximum Settlement Payment in an account titled in the name of "Home Depot Wage and Hour Settlement Fund." The account will be organized and exist under the laws of the State of California, intended by the Parties to be a "Qualified

Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The monies so transferred, together with any interest subsequently earned thereon, shall constitute the Qualified Settlement Fund. The Qualified Settlement Fund by Defendant shall constitute the total Settlement cash outlay by Defendant in connection with the resolution of this matter and this Settlement Agreement. Defendant shall, upon notice from the Claims Administrator, remit any additional required employer payroll tax payments not covered by the QSF to the Claims Administrator.

102. **Trustee.** The Claims Administrator shall serve as Trustee of the Qualified Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Qualified Settlement Fund, including with regard to payment of valid claims and reporting and paying taxes on such awards. The Claims Administrator shall act in a manner necessary to qualify the Qualified Settlement Fund as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, and to maintain that qualification.

103. **Calculation of Settlement Payments.** The Claims Administrator shall be responsible for (a) determining each Settlement Class Member’s Settlement Payment; (b) calculating each PAGA Group Member’s PAGA Group Member Amount; (c) reporting to Class Counsel, Defendant’s Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (d) carrying out other related tasks including the proper maintenance of the QSF and reporting required for that account, in accordance with the terms of this Settlement Agreement.

104. **Dispute Resolution.** All disputes relating to the Claims Administrator’s ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

105. **Settlement Payment Calculation.** Within ten (10) days following the Settlement Effective Date, the Claims Administrator shall prepare a final list of all Settlement Class Members. The Claims Administrator shall provide this list to Defendant within five (5) days after

1 the Settlement Effective Date. For each Settlement Class Member on this list, the Claims
2 Administrator will re-calculate the amounts due to each Settlement Class Member.

3 106. **Tax Allocation.** Except for the Service Enhancement described above to be paid
4 to the Class Representatives, all Settlement Payments to Settlement Class Members shall be
5 allocated as follows: Thirty-three percent (33%) of each Settlement Payment as wages, thirty-
6 three percent (33%) of each Settlement Payment as interest, and thirty-four percent (34%) of each
7 Settlement Payment as penalties under the California Labor Code. All PAGA Group payments
8 are penalties. The Service Enhancement to the Class Representatives shall be treated as
9 compensation for non-wage related claims, injuries, and reimbursement.

10 107. **Employment Taxes and Indemnity.** Defendant is responsible for paying the
11 employer portion of payroll tax contributions as required by law. The Class Representatives and
12 Settlement Class Members must pay their own portion of payroll and all applicable income taxes.
13 Plaintiffs' Counsel and Class Members will indemnify and hold Home Depot harmless from any
14 legal consequences (tax or otherwise) of either the tax allocation or the absence of a claim process
15 to claim a portion of Net Settlement Amount. The Claims Administrator shall be responsible for
16 the timely calculation of the amount of employer payroll tax and inform Defendant of such
17 amount. All Parties represent that they have not received, and shall not rely on, advice or
18 representations from other Parties or their agents or attorneys regarding the tax treatment of
19 payments under federal, state, or local law. To the extent any Settlement Payment results in any
20 overpayment of unemployment benefits to the Named Plaintiffs and/or any Settlement Class
21 Members, the amount of any such overpayment shall be the responsibility of the individual
22 Named Plaintiff and/or Settlement Class Member.

23 108. Within seven (7) days of receipt of the Maximum New Money Settlement
24 Amount, the Claims Administrator shall pay Class Counsel's approved fees and costs, the
25 approved Service Enhancements, and the LWDA Penalty Amount. On or before the Effective
26 Date, Class Counsel shall transmit instructions to the Settlement Administrator as to how any
27 approved attorneys' fees and costs shall be allocated among them and paid. Plaintiff's Counsel
28 may, at their option, elect to have all or part of the approved fees and costs allocated to a separate

1 third-party structure qualified settlement fund.

2 109. **Dissolution of QSF.** After all payments have been disbursed from the QSF, the
3 Claims Administrator shall dissolve the QSF and file a return (SF-1120) with the IRS.

4 **VIII. CALCULATION OF SETTLEMENT PAYMENTS AND DISTRIBUTION OF NET**
5 **SETTLEMENT FUND**

6 110. **Eligibility for Settlement Payments.** Only Settlement Class Members will be
7 eligible to receive a Settlement Payment.

8 111. **The Net Settlement Amount.** Within twenty (20) business days after the
9 Settlement Effective Date, the Claims Administrator shall issue and mail issue the PAGA Group
10 Member Amounts to each PAGA Group Member, issue and mail a check to the LWDA for the
11 LWDA Penalty Amount, pay Class Counsel's attorney's fees and costs as approved by the Court,
12 issue checks to the Class Representatives for the approved Service Enhancement(s) and mail the
13 checks to Class Counsel, and determine the final amount of Settlement Administration Expenses.

14 112. **Final Calculations of Settlement Payments.** Within ten (10) business days after
15 the Settlement Effective Date, the Claims Administrator shall make the final calculation of the
16 Net Settlement Amount and the individual Settlement Payments. Upon completion of its final
17 calculation of Settlement Payments, and at least five (5) days prior to the distribution of payments
18 to Settlement Class Members, the Claims Administrator shall provide the Parties with a redacted
19 report listing the amount of all Settlement Payments to be made to each Settlement Class Member
20 (with personal identifying information redacted). The Claims Administrator shall also provide
21 Defendant's Counsel with an unredacted copy of the report.

22 113. **Settlement Payments.** Within twenty (20) business days after the Settlement
23 Effective Date, the Claims Administrator shall distribute and pay Settlement Payment checks to
24 all Settlement Class Members.

25 114. **Tax Payments and Documents.** The Claims Administrator shall be responsible
26 for issuing and mailing any necessary tax reporting forms to Settlement Class Members, the Class
27 Representatives, Class Counsel, and Defendant. The Claims Administrator shall provide a
28 declaration of payment, which will be filed with the Court and served on Class Counsel and

1 Defendant's Counsel within thirty (30) days after mailing the payments to Settlement Class
2 Members, the PAGA Group Members, the Class Representatives, and Class Counsel.

3 115. **Uncashed Settlement Checks.** Settlement Class Members who are sent
4 Settlement Payments and PAGA Group Members who are sent PAGA Group Payments shall
5 have one hundred and twenty (120) calendar days after mailing by the Claims Administrator to
6 cash their checks and will be so advised of such deadline. If such Settlement Class Members
7 and/or PAGA Group Members do not cash their checks within that period, those checks will
8 become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days
9 after the expiration date of the settlement checks, the Claims Administrator shall provide to Class
10 Counsel and Defendant's Counsel a verification/declaration signed under penalty of perjury that it
11 had mailed the Settlement Payment and PAGA Group Payment checks to the Settlement Class
12 Members and/or PAGA Group members, but that the checks were uncashed within the required
13 timeframe. Replacement checks will be issued upon request until thirty (30) days after mailing of
14 applicable tax documents to Settlement Class Members and PAGA Group Members. Settlement
15 Class Members and PAGA Group Members shall have sixty (60) days to cash such replacement
16 checks at which point they will be null and void. Any unclaimed amounts remaining ninety (90)
17 days after mailing of tax documents will be sent to the Cy Pres Recipients in equal amounts.
18 Payments to the Cy Pres Recipients will be made within one hundred and twenty (120) days
19 following mailing of tax documents. The Claims Administrator and/or Class Counsel will be
20 exclusively responsible for any claim that uncashed checks should be treated in accordance with
21 unclaimed property laws and shall indemnify Defendant for any such claim.

22 **IX. RELEASE BY SETTLEMENT CLASS MEMBERS**

23 116. **Settlement Class Released Claims.** Settlement Class Members for themselves,
24 their respective former and present spouses, representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, release and discharge Releasees from all Released Claims
26 and all claims that may be brought under the Fair Labor Standards Act ("FLSA") that accrued
27 prior to Preliminary Approval.

28 117. **PAGA Released Claims.** Named Plaintiffs and the PAGA Group Members for

1 themselves, their respective former and present spouses, representatives, agents, attorneys, heirs,
 2 administrators, successors, and assigns, release and discharge Releasees from all PAGA Released
 3 Claims.

4 118. **Release by Named Plaintiffs on Behalf of the LWDA (and State of California):**

5 In their capacity as a private attorneys general, Named Plaintiffs acting on behalf of themselves
 6 and as proxy or agent of the LWDA and State of California, release and discharge Releasees from
 7 all PAGA Released Claims. Upon approval, Named Plaintiffs, the LWDA, the State of
 8 California, and any other individual or entity acting on behalf of or purporting to act on behalf of
 9 the LWDA and/or the State shall be barred from asserting any of the PAGA Released Claims in
 10 any future litigation, arbitration, or other legal forum. Any party to this Agreement may use the
 11 Agreement to assert that this Agreement and the Judgment to be entered by the Court following
 12 approval of this Agreement bars or limits any pending or later-filed action asserting any of the
 13 PAGA Released Claims against any of the Releasees. The provisions of this paragraph apply
 14 regardless of whether Named Plaintiffs and/or the PAGA Group Members cash their checks for
 15 the PAGA Group Member Amounts.

16 119. **Class Representative General Release.** As of the Settlement Effective Date, in
 17 consideration of the mutual covenants, Named Plaintiffs, for themselves, their respective former
 18 and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
 19 administrators, successors, and assigns, generally release and discharge Releasees from any and
 20 all claims, liabilities, and causes of action of every nature, kind, and description, in law, equity, or
 21 otherwise, which have arisen, occurred, or existed at any time prior to the Settlement Effective
 22 Date. The released claims include, but are not limited to, all claims, liabilities, and causes of
 23 action arising out of or relating to Plaintiffs' employment with Defendants or the cessation of that
 24 employment, claims for wrongful discharge, breach of contract, breach of the covenant of good
 25 faith and fair dealing, fraud, violation of public policy, defamation, discrimination, physical
 26 injury, emotional distress, claims under Title VII of the Civil Rights Act of 1964, as amended, the
 27 Age Discrimination in Employment Act, the Americans With Disabilities Act, the Federal
 28 Rehabilitation Act, the Family and Medical Leave Act, the California Fair Employment and

Housing Act, the Equal Pay Act of 1963, the California Family Rights Act, the provisions of the California Labor Code (including all claims for wages, hours, conditions of work, pay, and benefits), the Fair Labor Standards Act, and any other federal, state, or local laws and regulations relating to employment, conditions of employment (including wage and hour laws), and/or employment discrimination. Named Plaintiffs each acknowledge that they have not made any claims or allegations related to discrimination, retaliation, or harassment, including sexual harassment, or sexual abuse, and none of the payments set forth as consideration in this Agreement are related to such discrimination, retaliation, or harassment, including sexual harassment or sexual abuse. This Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits.

120. **Named Plaintiffs' Release of Unknown Claims.** Named Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true, but agree, nonetheless, that their Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads

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.

X. DUTIES OF THE PARTIES

121. **Filing of Amended Complaint.** Class Counsel shall draft a stipulation to amend their complaint in the Action and file an amended complaint that embraces all of the Released Claims and provide the drafts to Defense Counsel. Upon approval from Defense Counsel, Class Counsel shall promptly file the stipulation and proposed amended complaint with the Court. The Court's acceptance of the amended complaint is a condition precedent to effectiveness of this Agreement. Should the Court fail to accept an amended complaint in a form acceptable to

1 Defense Counsel, this Agreement shall be null and void.

2 122. **State Notices:** Plaintiffs' Counsel shall submit this Agreement to the LWDA in
3 accordance with the applicable provisions of the PAGA. Defense Counsel shall make any
4 required notices pursuant to the federal Class Action Fairness Act.

5 123. **Preliminary Approval.** Class Counsel shall prepare a draft motion for
6 Preliminary Approval of the Class settlement and final approval of the PAGA settlement and
7 provide such draft to Defense counsel for review and comment prior to filing the motion. The
8 motion shall seek an order that includes the following:

- 9 a. Preliminarily approving the Class Settlement;
- 10 b. Approving the PAGA Settlement;
- 11 c. Approving as to form and content the proposed Notice of Settlement;
- 12 d. Directing the mailing of the Notice of Settlement by first class mail to
13 Settlement Class Members;
- 14 e. Preliminarily certifying the class of the Settlement Class Members for
15 purposes of settlement and preliminarily appointing Named Plaintiffs and
16 Plaintiffs' Counsel as representatives of the Settlement Class Members;
- 17 f. Preliminarily approving settlement administration services to be provided
18 by the Claims Administrator;
- 19 g. Preliminarily approving the proposed Service Enhancement payments to
20 Named Plaintiffs as Class Representatives;
- 21 h. Preliminarily approving the application for payment of reasonable
22 attorneys' fees and costs to Class Counsel;
- 23 i. Scheduling a final Fairness Hearing.

24 124. **Dismissal of Other Lawsuits.** Upon Preliminary Approval of the Settlement,
25 Class Counsel and Plaintiffs' Counsel will dismiss the Consolidated Actions and the Sandoval
26 PAGA Action without prejudice.

27 125. **Cooperation.** The Parties shall cooperate with each other and the Claims
28 Administrator during the process of giving Class Members notice and opportunity to opt out of or

object to the Settlement in every way necessary and appropriate to assure effective communication to individual Class Members of information concerning their rights and obligations under this Settlement Agreement. However, the Parties agree not to encourage any Class Members to opt out of the Settlement. Further, no Party shall be compelled or required to waive the timing and notice requirements contained in this Agreement.

126. **Final Approval.** Class Counsel shall provide the Court at least five (5) days prior to the Fairness Hearing a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Claims Administrator's mailings including tracing and re-mailing efforts.

XI. DUTIES OF THE PARTIES AFTER FINAL APPROVAL

127. Class Counsel shall prepare and file a Motion for Final Approval of the Settlement, and provide Home Depot the opportunity to review before filing. The Parties will submit a proposed Final Approval Order, attached as Exhibit C, which shall include the findings and orders:

- a. Approving the class settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing that its terms and provisions be carried out;
- b. Approving the payment of Service Enhancement to Class Representatives;
- c. Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs;
- d. Releasing and extinguishing all claims as provided by this Agreement including Settlement Class Member Released Claims, PAGA Group Member PAGA Released Claims, LWDA and State PAGA Released Claims, and the claims released by Class Representatives;
- e. Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders; and
- f. Providing the names of any Class Members who are not Settlement Class

Members.

128. Following entry of the Court's Final Approval Order, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- a. Should an appeal be taken from the Final Approval Order, all Parties will support the approval order on appeal;
- b. Class Counsel and Defendant's Counsel will assist the Claims Administrator as needed or requested in the process of identifying and locating Settlement Class Members and PAGA Group Members entitled to payments and assuring delivery of such payments;
- c. Class Counsel and Defendant's Counsel will assist the Claims Administrator as needed or requested in responding to late requests for payments and the fair administration of that payment;
- d. Class Counsel and Defendant's Counsel will cooperate with each other and assist the Claims Administrator as needed;
- e. The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

XII. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

129. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is set forth below. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

30 days after the Preliminary Approval

Defendant to provide to the Claims Administrator information in electronic format regarding all Class Members, including name(s), last known residence addresses, Social Security numbers, and dates worked as Class Members during the Class Period

30 days after receipt of class data from Defendant and after all address updates for Class Members are complete.	Claims Administrator to mail the Class Notice and PAGA Notice to Class Members and PAGA Group Members. At least five (5) business days prior to this mailing, the Claims Administrator shall provide Defendant with a report listing the estimated Settlement Payments and PAGA Group Member Amounts, but shall not distribute names or addresses.
60 days after mailing Settlement Documents.	Last day for Class Members to submit Requests for Exclusion or Object to the class settlement. PAGA Group Members cannot object. If the 60th day falls on a Sunday or holiday, the deadline will be the next business day that is not a Sunday or holiday
5 business days prior to the Fairness Hearing.	Plaintiffs' Counsel to provide to the Court a declaration by the Claims Administrator of due diligence and proof of mailings of the Notice of Settlement, and of the delivery results of the Claims Administrator's mailings including tracing and re-mailing efforts.
1 business day prior to the Fairness Hearing.	Last day to rescind Requests for Exclusion
15 business days after the Settlement Effective Date	Defendant to fund the Qualified Settlement Fund.
10 days after Settlement Effective Date.	Claims Administrator to make the final calculation of Settlement Payments from the Net Settlement Amount to be distributed to the Settlement Class Members and provide Defendant's counsel with a report listing the amount of all payments to be made to each Settlement Class Member and/or PAGA Group Member.

At least 5 days prior to the distribution of payments to Settlement Class Members from the Net Settlement Amount.	Claims Administrator shall provide the Parties with a redacted report listing the amount of all Settlement Payments to be made to each Settlement Class Member and PAGA Group Member. The Claims Administrator shall also provide Defendant's Counsel with an unredacted copy of the report.
20 business days after the Settlement Effective Date	Claims Administrator to distribute and pay Settlement Payments, PAGA Group Member Amounts, Service Enhancements, Class Counsel attorney's fees and costs approved by the Court, and the LWDA Penalty Amount.
30 days after distribution.	Claims Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Defendant's Counsel.
120 days after issuance of appropriate tax forms for settlement payments	Unclaimed settlement payments transferred to the Cy Pres Recipients
30 days after payment to the Cy Pres Recipients	Claims Administrator to provide Class Counsel and Defendant's Counsel with a verification/declaration signed under penalty of perjury that it had mailed the Settlement Payment and PAGA Group Payment checks to the Settlement Class Members and/or PAGA Group members, but that the checks were uncashed within the time specified herein, and that such amounts have been sent to the Cy Pres Recipients
One year after Final Approval	Any unused funds in the Reserve Fund will be distributed to the Cy Pres Recipients.
One year after Final Approval	Final Payment to the Claims Administrator of Settlement Administration Fees.

XIII. MISCELLANEOUS

130. **Right to Withdraw.** Defendant has the right to withdraw from the Settlement if:

(a) more than 5% of Class Members exclude themselves from the class Settlement; (b) the Settlement is construed in such a fashion that Home Depot is required to pay more than the Maximum Settlement Payment; (c) the Court does not approve the PAGA settlement; (d) the court fails to certify the Settlement Class or does not certify a class releasing the claims as provided by this Agreement; (d) all Complaints other than the Action are not dismissed in full; (e) Named Plaintiffs or their counsel breach this Settlement Agreement or the MOU; or (f) the LWDA or any other state or government agency seeks to intervene in the action and/or commence an enforcement action. Defendant will work with Plaintiffs in good faith to appropriately revise the Settlement Agreement if the Court requires non-material changes. Defendant must provide Plaintiffs' Counsel with notice of its intent to withdraw within fifteen (15) business days after receiving notice that the triggering event has occurred. In the event of Defendant's withdrawal, Defendant will pay the costs already incurred by the Claims Administrator.

131. **Consequence of Withdrawal.** If Defendant withdraws from the Settlement, this Settlement Agreement and any related settlement documents will be null and void, other than the confidentiality and non-disclosure provisions of Paragraphs 90 and 130, and the non-admission provisions in Paragraph 76. Any class certified for settlement purposes will be vacated and/or decertified. In such an event, neither this Settlement Agreement, nor any prior settlement MOU, nor the settlement documents, nor the negotiations leading to the Settlement Agreement may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds.

132. **Modification.** Other than as otherwise expressly stated in this Agreement, the Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

133. **Confidentiality.** Names of Settlement Class Members and their allocation amounts shall be kept strictly confidential by the Claims Administrator, who will not release such

1 information to Class Counsel and will only file such information under seal if necessary. The
 2 Claims Administrator may share sufficient individual data with Class Counsel to help resolve
 3 individual Class Members' questions and issues regarding the distribution of Settlement
 4 Payments, should they arise. Class Counsel agrees that any information they receive or have
 5 received in connection with this Settlement, may be used for purposes of the Action only, and
 6 may not be used for any purpose or in any other action or proceeding. This confidentiality
 7 provision will survive regardless of whether the other terms of this Settlement Agreement are
 8 voided.

9 134. **No Publicity.** Named Plaintiffs and Class Counsel agree not to publicly disclose
 10 the terms of this settlement except in court papers to effectuate the terms of the settlement or if
 11 required by legal process. Named Plaintiffs and Class Counsel agree that they shall not issue a
 12 press release, hold a press conference, publish information about the settlement on any website,
 13 over social media, or otherwise publicize the settlement. Named Plaintiffs and Class Counsel
 14 agree not to respond to press inquiries except to refer reporters to the papers filed with the Court.
 15 Named Plaintiffs and Class Counsel agree not to publicize the Maximum New Money Settlement
 16 Amount, except as otherwise required by the Claims Administrator to post the judgment and
 17 order on its website. This no publicity provision will survive regardless of whether the other
 18 terms of this Settlement Agreement are voided.

19 135. **Returns and/or Destruction of Confidential Settlement Materials.** Named
 20 Plaintiffs and Class Counsel agree to return, or at Defendant's option destroy, all confidential
 21 documents produced to them for settlement purposes in this action after the Claims Administrator
 22 submits the final declaration of distributions.

23 136. **Authority to Enter Into Settlement.** The signatories represent and warrant that
 24 they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms
 25 and conditions of this Agreement.

26 137. **Service.** Unless otherwise specifically provided, all notices, demands, or other
 27 communications given shall be in writing and shall be sent by both email and United States mail.
 28 Notices will be deemed to have been duly given as of the third business day after mailing by

1 United States registered or certified mail addressed as follows:

2 To Plaintiffs' Counsel:

3 NICHOLAS & TOMASEVIC, LLP

4 Craig M. Nicholas (SBN 178444)

5 Shaun Markley (SBN 291785)

6 225 Broadway, 19th Floor

7 San Diego, California 92101

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dhyun@hyunlegal.com

To Defendant's Counsel:

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barbara.miller@morganlewis.com
john.hayashi@morganlewis.com

If the identity of the persons to be notified for any Party changes, or their address changes, that Party shall notify all other Parties of said change in writing.

138. **Captions and Titles.** Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference. Headings do not define, limit, extend, or describe the scope of this Settlement Agreement or any Agreement provision. Each term of this

1 Settlement Agreement is contractual and not merely a recital

2 139. **Drafting.** The Parties agree that the terms and conditions of this Settlement
3 Agreement are the result of lengthy, intensive arms-length negotiations between the Parties.
4 Neither party shall be considered the “drafter” of the Settlement Agreement for purposes of
5 having terms construed against that party, and this Settlement Agreement shall not be construed
6 in favor of or against any Party by reason of the extent to which any Party or his, her, or its
7 counsel participated in the drafting of this Settlement Agreement.

8 140. **Extensions of Time.** If a Party or the Claims Administrator cannot reasonably
9 comply with an obligation under this Settlement Agreement by the deadline applicable to that
10 obligation, the Parties may stipulate to extension of the time period. Consent to such a request for
11 an extension will not be unreasonably withheld by the other Party.

12 141. **Governing Law.** The rights and obligations of the Parties hereunder shall be
13 construed and enforced in accordance with, and shall be governed by, the laws of the State of
14 California, without regard to principles of conflict of laws.

15 142. **No Impact on Benefit Plans.** Neither the settlement nor any amounts paid under
16 the Settlement Agreement will modify any previously credited hours or service under any
17 employee benefit plan, policy, or bonus program sponsored by Releasees. Such amounts will not
18 form the basis for additional contributions to, benefits under, or any other monetary entitlement
19 under Releasees’ sponsored benefit plans, policies, or bonus programs. The payments made
20 under the terms of this Settlement shall not be applied retroactively, currently, or prospectively, as
21 salary, earnings, wages, or any other form of compensation for the purposes of any Releasees’
22 benefit plan, policy, or bonus program. Releasees retain the right to modify the language of
23 Releasees’ benefit plans, policies and bonus programs to effect this intent, and to make clear that
24 any amounts paid pursuant to this Settlement are not for “hours worked,” “hours paid,” “hours of
25 service,” or any similar measuring term as defined by applicable plans, policies, and bonus
26 programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
27 additional contributions or benefits are not required by this Settlement Agreement.

28 143. **Integration.** This Settlement Agreement, along with attached exhibits, contains

1 the entire agreement between the Parties relating to the settlement, and all prior or
2 contemporaneous agreements, understandings, representations, and statements, whether oral or
3 written and whether by a Party or such Party's legal counsel. No rights created by this
4 Agreement may be waived except in writing.

5 144. **No Prior Assignments.** This Settlement Agreement shall be binding upon and
6 inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators,
7 and successors. The Parties represent, covenant, and warrant that they have not directly or
8 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
9 person or entity any portion of any liability, claim, demand, action, cause of action, or rights
10 released or discharged by this Agreement.

11 145. **Class Member Signatories.** It is agreed that because the members of the Class
12 are so numerous, it is impossible or impractical to have each member of the Class execute this
13 Settlement Agreement. The Class Notice attached hereto will advise all Class Members of the
14 binding nature of the releases contained in this Agreement and such shall have the same force and
15 effect as if this Settlement Agreement were executed by each member of the Class.

16 146. **Counterparts.** This Settlement Agreement may be executed in counterparts with
17 signatures transmitted by facsimile or as an electronic image of the original signature. When each
18 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
19 original, and, when taken together with other signed counterparts, shall constitute one Settlement
20 Agreement, which shall be binding upon and effective as to all Parties. An electronic signature
21 shall have the same force and effect as the original signature.

22 147. **Additional Data Production.** Confirmatory discovery. this agreement is voidable
23 by any Plaintiffs if Home Depot fails to produce 7.5% of non-exempt store employee time
24 records from May 1, 2019 to May 1, 2020 along with the corresponding pay records for meal
25 premium payments before Plaintiffs have any duty to file any motion for preliminary approval.
26 Produced records will be held in confidence by Plaintiffs' counsel, will not be shared with
27 Plaintiffs, and will not be used for any purpose other than this settlement.

28 **READ CAREFULLY BEFORE SIGNING**

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DATED: 11/22, 2022

Araceli Barragan
Araceli Barragan (Nov 14, 2022 10:22 PST)

Plaintiff, Araceli Barragan

DATED: 11/22, 2022

Donnie Sanchez Barragan
Donnie Sanchez Barragan (Nov 14, 2022 11:15 MST)

Plaintiff, Donnie Barragan

DATED: 11/22, 2022

Jeremy Burcham
Jeremy Burcham (Nov 14, 2022 22:49 PST)

Plaintiff, Jeremy Burcham

DATED: _____, 2022

Plaintiff, Lisa Davey

DATED: _____, 2022

Plaintiff, Virgie Flores

DATED: 11, 12, 2022

DocuSigned by:
Janelly Sandoval
Janelly Sandoval (Nov 14, 2022 11:43 AM)

DATED: December 19, 2022

HOME DEPOT U.S.A., INC.

Peter Muniz
By: Peter Muniz
Its: Vice President & Deputy General Council

APPROVED AS TO FORM:

DATED: _____, 2022

AKIN GUMP STRAUSS HAUER & FELD
LLP

Donna M. Mezas
Alexandra M. Guerra
Attorneys for Defendant

1 DATED: 11/22, 2022


Araceli Barragan (Nov 14, 2022 10:22 PST)

Plaintiff, Araceli Barragan

2 DATED: 11/22, 2022


Donnie Sanchez Barragan (Nov 14, 2022 11:15 MST)

Plaintiff, Donnie Barragan

3 DATED: 11/22, 2022


Jeremey Burcham (Nov 14, 2022 22:49 PST)

Plaintiff, Jeremey Burcham

4 DATED: _____, 2022

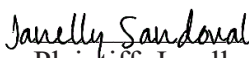
Plaintiff, Lisa Davey

5 DATED: _____, 2022

Plaintiff, Virgie Flores

6 DATED: 11, 12, 2022

DocuSigned by:


Janelly Sandoval (Nov 14, 2022 10:43 AM PST)

Plaintiff, Janelly Sandoval

7 DATED: _____, 2022

HOME DEPOT U.S.A., INC.

By: Peter Muniz
Its: Vice President & Deputy General Council

8 **APPROVED AS TO FORM:**

9 DATED: _____, 2022

AKIN GUMP STRAUSS HAUER & FELD
LLP

Donna M. Mezias
Alexandra M. Guerra
Attorneys for Defendant

1 DATED: _____, 2022

2 _____
Plaintiff, Araceli Barragan

3 DATED: _____, 2022

4 _____
Plaintiff, Donnie Barragan

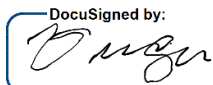
5 DATED: _____, 2022

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Plaintiff, Jeremey Burcham

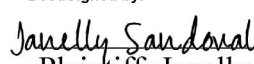
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Plaintiff, Lisa Davey

9 DATED: 11/15/2022, 2022

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Plaintiff, Virgie Flores

13 DATED: 11, 12, 2022

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Plaintiff, Janelly Sandoval

17 DATED: _____, 2022

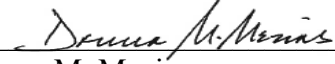
18 HOME DEPOT U.S.A., INC.

19 _____
20 By: Peter Muniz
21 Its: Vice President & Deputy General Council

22 **APPROVED AS TO FORM:**

23 DATED: December 22, 2022

24 AKIN GUMP STRAUSS HAUER & FELD
25 LLP

26 
27 Donna M. Mezias
28 Alexandra M. Guerra
Attorneys for Defendant

1 DATED: _____, 2022

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Plaintiff, Araceli Barragan

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Plaintiff, Donnie Barragan

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Plaintiff, Jeremey Burcham

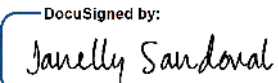
8 DATED: 11/14/2022, 2022

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Plaintiff, Lisa Davey

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11 DATED: _____, 2022

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Plaintiff, Virgie Flores

13 DATED: 11, 12, 2022

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andoval

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16 DATED: _____, 2022

HOME DEPOT U.S.A., INC.

17 _____
18 By: Peter Muniz
19 Its: Vice President & Deputy General Council

20
21 **APPROVED AS TO FORM:**

22 DATED: _____, 2022

23 AKIN GUMP STRAUSS HAUER & FELD
24 LLP

25 _____
26 Donna M. Mezias
27 Alexandra M. Guerra
28 Attorneys for Defendant

1 DATED: _____, 2022

2 Plaintiff, Araceli Barragan

3 DATED: _____, 2022

4 Plaintiff, Donnie Barragan

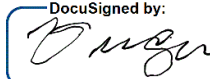
5 DATED: _____, 2022

6 Plaintiff, Jeremey Burcham

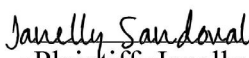
7 DATED: _____, 2022

8 Plaintiff, Lisa Davey

9 DATED: 11/15/2022, 2022

10 DocuSigned by:

 05046FF24990423...
 Plaintiff, Virgie Flores

11 DATED: 11, 12, 2022

12 DocuSigned by:

 Plaintiff, Janelly Sandoval

13 DATED: _____, 2022

14 HOME DEPOT U.S.A., INC.

15 By: Peter Muniz
 16 Its: Vice President & Deputy General Council

17 **APPROVED AS TO FORM:**

18 DATED: _____, 2022

19 AKIN GUMP STRAUSS HAUER & FELD
 20 LLP

21 Donna M. Mezias
 22 Alexandra M. Guerra
 23 Attorneys for Defendant

1 DATED: _____, 2022

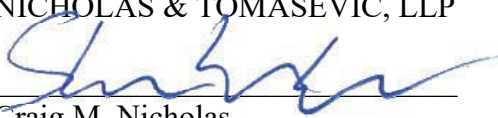
MORGAN, LEWIS & BOCKIUS LLP

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Barbara J. Miller
John D. Hayashi
Attorneys for Defendant

DATED: November 11, 2022

NICHOLAS & TOMASEVIC, LLP


Craig M. Nicholas
Shaun Markley
Attorneys for Plaintiffs
GLICK LAW GROUP, P.C.

DATED: 11/22, 2022


Noam Glick (Nov 14, 2022 12:37 PST)

Noam Glick
Attorneys for Plaintiffs
JAMES HAWKINS APLC

DATED: November 14, 2022


James R. Hawkins
Gregory Mauro
Michael Calvo
Attorneys for Plaintiffs
JACKSON LAW, APC

DATED: _____, 2022

Armond M. Jackson
Attorneys for Plaintiffs
DIVERSITY LAW GROUP

DATED: November 11, 2022


Larry W. Lee
Attorneys for Plaintiffs
POLARIS LAW GROUP LLP

DATED: November 11, 2022


William L. Marder
Attorneys for Plaintiffs
HYUN LEGAL APC

DATED: November 11, 2022


Dennis S. Hyun
Attorneys for Plaintiffs

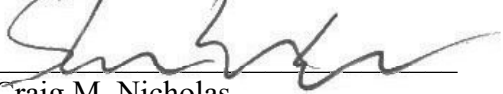
1 DATED: November 16, 2022

MORGAN, LEWIS & BOCKIUS LLP

2 
3 Barbara J. Miller
4 John D. Hayashi
5 Attorneys for Defendant

6 DATED: November 11, 2022

NICHOLAS & TOMASEVIC, LLP

7 
8 Craig M. Nicholas
9 Shaun Markley
10 Attorneys for Plaintiffs
11 GLICK LAW GROUP, P.C.

12 DATED: _____, 2022

13 _____
14 Noam Glick
15 Attorneys for Plaintiffs
16 JAMES HAWKINS APLC

17 DATED: _____, 2022

18 _____
19 James R. Hawkins
20 Gregory Mauro
21 Michael Calvo
22 Attorneys for Plaintiffs
23 JACKSON LAW, APC

24 DATED: November 11, 2022

25 
26 Armond M. Jackson
27 Attorneys for Plaintiffs
28 DIVERSITY LAW GROUP

DATED: November 11, 2022


Larry W. Lee
Attorneys for Plaintiffs
POLARIS LAW GROUP LLP

DATED: November 11, 2022


William L. Marder
Attorneys for Plaintiffs
HYUN LEGAL APC

DATED: November 11, 2022


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Attorneys for Defendant
HOME DEPOT U.S.A., INC.

[Additional counsel listed on subsequent pages]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

DONNIE SANCHEZ BARRAGAN, ARACELI BARRAGAN, individually and on behalf of others similarly situated, Plaintiffs, vs. HOME DEPOT U.S.A., INC., a Delaware Corporation, Defendant.	Case No. 37-2019-00056110-CU-MC-CTL Hon. Eddie C. Sturgeon ADDENDUM TO JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE
--	--

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ADDENDUM

Plaintiffs Araceli Barragan, Donnie Barragan, Jeremy Burcham, Lisa Davey, Janelly Sandoval, and Virgie Flores, individually and as class representatives, and Defendant Home Depot U.S.A., Inc., agree to amend, subject to Court approval, paragraph 67 of the fully executed Joint Stipulation of Class Action and PAGA Settlement and Release. Paragraph 132 of the Joint Stipulation of Class Action and PAGA Settlement and Release reads as follows:

132. **Modification.** Other than as otherwise expressly stated in this Agreement, the Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

Pursuant to paragraph 132 of the Joint Stipulation of Class Action and PAGA Settlement and Release, the Parties hereby agree to amend and modify Paragraph 67 as follows:

67. **"Settlement Administration Expenses"** are those reasonable expenses incurred by the Claims Administrator in effectuating the Settlement, not to exceed \$585,000.

READ CAREFULLY BEFORE SIGNING

DATED: April 27, 2023

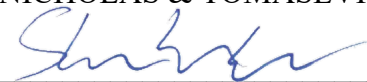
MORGAN, LEWIS & BOCKIUS LLP



Barbara J. Miller
John D. Hayashi
Attorneys for Defendant

DATED: April 27, 2023

NICHOLAS & TOMASEVIC, LLP



Craig M. Nicholas
Shaun Markley
Attorneys for Plaintiffs

DATED: April 27, 2023

GLICK LAW GROUP, P.C.



Noam Glick
Attorneys for Plaintiffs

1 DATED: April 27, 2023

JAMES HAWKINS APLC



James R. Hawkins

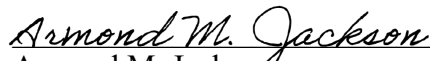
Gregory Mauro

Michael Calvo

Attorneys for Plaintiffs

JACKSON LAW, APC

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5 DATED: April 28, 2023



Armond M. Jackson

Attorneys for Plaintiffs

DIVERSITY LAW GROUP

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8 DATED: April 27, 2023



Larry W. Lee

Attorneys for Plaintiffs

POLARIS LAW GROUP LLP

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11 DATED: April 27, 2023

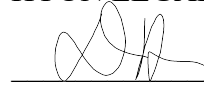


William L. Marder

Attorneys for Plaintiffs

HYUN LEGAL APC

12
13
14 DATED: April 27, 2023



Dennis S. Hyun

Attorneys for Plaintiffs

EXHIBIT B

JACKSON LAW, P.C.

Armond M. Jackson
ajackson@jlaw-pc.com

May 5, 2020

Sent By Certified Mail to Home Depot U.S.A., Inc. and Corporate Creations Network, Inc.

Submitted Via Online to Labor and Workforce Development Agency

Home Depot U.S.A., Inc.

2455 Paces Perry Road
Atlanta, Georgia, 30339

**Corporation Service Company Which
Will DO Business in California As CSC-
Lawyers Incorporating Service
(C1592199)**

2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 208, 212, 213, 221, 223,
224, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1174 1182.12, 1194, 1197,
1197.1
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
No. 7-2001 (“Wage Order 4”), Sections 3, 5, 7 and 14, Industrial Welfare Commission
Order No. 7-2001 (“Wage Order 7”), Sections 3, 5, 7 and 14, Industrial Welfare
Commission Order No. 7-2001 (“Wage Order 9”), Sections 3, 5, 7 and 14)
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Virgie Flores et al. v. Home Depot U.S.A., Inc. et al.

Dear Home Depot U.S.A., Inc., CSC Lawyers Incorporating Service. and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, Home Depot U.S.A., Inc. by Virgie Flores (“Ms. Flores” or “Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of Home Depot U.S.A., Inc. (“HD” or “Defendant” or “Retail Store”) (collectively referred to throughout herein as “Defendants”), a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Ms. Flores is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jlaw-pc.com.

Facts and Theories

Defendants are a retail company.

This letter encompasses violations for all of Defendants exempt and nonexempt California employees.

Ms. Flores was deployed to work for Defendants as a retail employee. Ms. Flores was responsible for being a cashier and other general duties surrounding certain customers of Defendant at Defendants facilities.

During Plaintiff’s employment, Plaintiff could have performed her work while being in a suitable seat, Defendants never provided Plaintiff with any suitable seating.

Moreover, at the time Plaintiff’s employment ended in March 2020, Defendants did not provide her payment of final wages on a timely basis at the place of discharge or end of employment. Instead, Defendant required Plaintiff to take her final payment of wages on a payroll card that required her to incur charges and expenses to access her wages for a long period of time after her separation of employment.

Defendants also failed to provide Plaintiff with all timely 30 minute uninterrupted meal breaks and timely 10 minute uninterrupted rest breaks in violation of 226.7, 512 and applicable wage orders.

Defendants have violated California Labor Code sections 226.7, 510, 512, 1194, 2802, and Wage Order 7, Sections 3, 5, 7 and 14 and any other applicable wage orders. Other similarly situated employees at Defendants were under the same conditions as Plaintiff.

Moreover, Defendants failed to incorporate Plaintiff's wages and hours worth of work, and applicable rates for all hours worked on their wage statements as well as providing employees with wage statements at no costs to Plaintiff as required by California Labor Code section 226(a) 1-2, 4-5, and 9 and 226.3. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with all entitled meal breaks and rest breaks, required to incur charges and expenses to access wages, not paid final wages upon termination, not provided with suitable seating, and allowing access to wage statements at no costs to similarity situated employees.

Defendants are violating California Labor Code Sections 201, 202, 203, 208, 226(a) 1-2, 4-5, 9, 226(a), 226.3, and 226.7, 510, 512, 1194, and Wage Order 4, Sections 3, 5, 7 and 14, Wage Order 7, Sections 3, 5, 7 and 14, Wage Order 9, Sections 3, 5, 7 and 14.

Violation of California Labor Code Sections, 201, 202, 203, 204

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Plaintiff and do not compensate other similarly situated employees at the time of discharge or timely at the time of separation.

Violation of California Labor Code sections 212 and 213-Unlawful Discount of Wages

Moreover, Defendant had an agreement with a payroll service provider for the issuance of payroll cards to Plaintiff and other similarly situated employees that required Plaintiff and these employees to incur a fee in order to access their full wages in violation of California Labor Code sections 212 and 213. Furthermore, Plaintiff and other similarly situated employees would not be able to withdraw their entire wages in one transaction via an ATM because ATM's only disburse cash in limited denominations and do not dispense exact change. Moreover, Plaintiff and other similarly situated employees had to abide by business hours of a specific bank chain and had limited locations with limited business hours that created additional obstacles and hurdles to access their entire wages without discount and without delay. Finally, when Plaintiff and other similarly situated employees used their paycard they would incur a fee for each transaction, including even to withdrawal their wages at an ATM.

Violation of California Labor Code sections 221 and 224-Unlawful Deductions

Moreover, Defendant provided Plaintiff and similarly situated employees with payroll debit cards as payment of their wages. Under this payroll debit card program, other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. Other aggrieved employees were required to pay per-transaction fees. ATM fees, in-person teller fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to other aggrieved employees resulted in a discount of their wages.

Defendant's payroll debit card program, which resulted in a discount of wages to employees, is tantamount to taking deductions from other aggrieved employees' paychecks without their written authorization and therefore constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a, (f)-(g).

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide "accurate itemized statement in writing" each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiff's contention that Defendants are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee's paystubs. Plaintiff and other similarly situated employees' paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Defendants failed to disclose to Plaintiff and other similarly situated employees all wages including premium wages for hours worth of work. Furthermore, to the extent Defendants failed to allow the Plaintiff to retain the right to elect to receive a written paper stub or record or provide those whom are provided with electronic wage statements the opportunity to easily access the information and convert the electronic statements into hard copies at no expenses to the Plaintiff, and similarly situated employees.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee's paystubs. Plaintiff and other similarly situated employees' paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked and wages earned because Defendants failed to disclose to Plaintiff and other similarly situated employees all wages including premium wages for hours worth of work. Furthermore, to the extent Defendants failed to allow the Plaintiff to retain the right to elect to receive a written paper stub or record or provide those whom are provided with electronic wage statements the opportunity to easily access the information and convert the electronic statements into hard copies at no expenses to the Plaintiff, and similarly situated employees.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Plaintiff and other similarly situated employees' paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Defendants failed to disclose to Plaintiff and other similarly situated employees all wages including premium wages for hours worth of work. Furthermore, to the extent Defendants failed to allow the Plaintiff to retain the right to elect to receive a written paper stub or record or provide those whom are provided with electronic wage statements the opportunity to easily access the information and convert the electronic statements into hard copies at no expenses to the Plaintiff, and similarly situated employees.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiffs' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Defendants failed to disclose to Plaintiff and other similarly situated employees all wages including premium wages for hours worth of work. Furthermore, to the extent Defendants failed to allow the Plaintiff to retain the right to elect to receive a written paper stub or record or provide those whom are provided with electronic wage statements the opportunity to easily access the information and convert the electronic statements into hard copies at no expenses to the Plaintiff, and similarly situated employees.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and other similarly situated employees' paystubs did not reflect their applicable hourly rate because Defendants excluded hours worked and wages earned because Defendants failed to disclose to Plaintiff and other similarly situated employees all wages including premium wages for hours

worth of work. Furthermore, to the extent Defendants failed to allow the Plaintiff to retain the right to elect to receive a written paper stub or record or provide those whom are provided with electronic wage statements the opportunity to easily access the information and convert the electronic statements into hard copies at no expenses to the Plaintiff, and similarly situated employees.

Violation of California Labor Code Sections 510, 1194, 1198, Wage Order 4, Sections 3, 5, 7 and 14, Wage Order 7, Sections 3, 5, 7 and 14, Wage Order 9, Sections 3, 5, 7 and 14

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 4-2001, Industrial Welfare Commission. Industrial Welfare Commission Order No. 7-2001 and Industrial Welfare Commission. Industrial Welfare Commission Order No. 9-2001.

Under these circumstances, Plaintiff's position at Defendants falls within Wage Orders 4, 7 and 9. Thus, below all sections and subsections that pertain to California Wage Orders 4, 7 and 9 that were employed or remain employed by Defendants.

California Labor Code Section 510, and 1194, Wage Order 4, Section 3, Wage Order 7, Section 3, Wage Order 9, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as The Company. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee's regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee's regular rate of pay.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than

one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiff and other similarly situated employees were subjected to charges as a result of accessing these wages. Some of these charges unlawfully reduced overtime wages for these employees whom earned these overtime wages that were not paid at the overtime rates for hours worked in excess of 8 hours per day or forty hours per week because they worked through shifts above 8 hours per day and 40 hours per week violating Labor Code section 510.

Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Orders 4, 7 and 9, Sections 7, 11 and 12

California Labor Code sections 226.7, 512 and Wage Orders 4, 7 and 9, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 4, 7 and 9, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours and subjected to short, late, missed, or interrupted meal breaks and rest breaks and were not compensated premium wages for these violations.

California Labor Code sections 226.7 and Wage Orders 4, 7 and 9, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided that were short, late or not taken at all.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendant while regularly working above 6 and 7.5 hour shifts.

Wage Orders 4, 7, 9 Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each

employee” regarding identification information, including their “[f]ull name, home address, occupation and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendant failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendant failed to incorporate the extra hour’s worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks or subjected to short, late, missed, or interrupted meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 4, 7, 9, Section -7- Record.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of Wage Order 7, Section 14

As stated above, Wage Order 7, Section 14, required Defendants to provide Plaintiff and similarly situated employees with suitable seating. At no time did the Retail Store provide suitable seating to all working employees although the nature of the work reasonably permitted use of seats. Furthermore, Defendant failed to provide Plaintiff and the similarly situated employees with suitable seating when they were not engaged in the active duties of their employment especially when cashiering. Lastly, if the nature of the work required standing, the Defendants failed to place an adequate number of suitable seats in reasonable proximity to the work area and employees and permit the use of such seats when it did not interfere with the performance of their duties. Instead, Plaintiff and the similarly situated employees were required to stand and walk around.

Violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198-Failure to Provide Minimum Wages

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney’s

fees, and costs of suit. (See Lab. Code §1194) Plaintiff and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours entitling them to minimum wage payments and subjected to unlawful deductions secret payment of lower wages, and unlawful discount of wages as discussed above in which they were entitled to this full amount and not a reduced amount.

Conclusion

Pursuant to the above stated facts, it is Plaintiff's theory that Defendants are in violation of Labor Code Labor Code §§ 201, 202, 203, 204, 208, 212, 213, 221, 223, 224, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1174 1182.12, 1194, 1197, 1197.1, Wage Order 4, Sections 3, 5, 7, 14, Wage Order 7, Sections 3, 5, 7, 14 and Wage Order 9, Sections 3, 5, 7, and 14. It is Plaintiff's contention that all similarly situated employees at Defendants are subjected to all of the above mentioned violations as Defendants employees.

Sincerely,

Jackson Law, APC

Armond M. Jackson

Armond M. Jackson

EXHIBIT C

INVOICE

Company Logo

Jackson APC,

BILL TO

Virgie Flores
5895 Cynthia Street,
San Bernardino, CA 92407

Invoice Number: 575
Invoice Date: 11/14/2023
Terms: 30

Due Date: **12/14/2023**
Amount Due: **\$5,705.50**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
							\$0.00

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
04/24/20	Prepaid Envelope for 10pg Document production			1	1.40	1	1.40
04/24/20	Mailed out Prepaid Envelope			1	1.20	1	1.20
05/05/20	Certified Mail Receipts			1	4.75	1	4.75
05/05/20	Mailed out: PAGA Filing Fee with Check			1	0.50	1	0.50
05/05/20	PAGA Filing Fee			1	75.00	1	75.00
07/22/20	Nationwide Legal- New Case Documents: SUMMONS, COMPLAINT CIVIL CASE COVER SHEET, CERT OF ASSIGNMENT			1	1,688.25	1	1,688.25
09/29/20	Janney and Janney Invoice#3863278			1	107.00	1	107.00

11/03/20	Nationwide Legal Inv OC37512	1	117.45	1	117.45
11/11/20	Courtcall ID 10934243	1	94.00	1	94.00
02/13/23	San Diego Civil Court Authorization - 2248463	1	1.00	1	1.00
03/13/23	San Diego Civil Court Authorization - 2261932	1	2.00	1	2.00
05/31/23	One Legal Invoice 14602699	1	72.95	1	72.95
06/01/23	Berger Consulting Group - Invoice No. BCG7458	1	3,540.00	1	3,540.00
					\$5,705.50

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$5,705.50
Amount Paid:	(\$0.00)
Amount Due:	\$5,705.50

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Virgie Flores
5895 Cynthia Street,
San Bernardino, CA 92407

Invoice Number: 576
Invoice Date: 11/14/2023
Terms: 30

Due Date: **12/14/2023**
Amount Due: **\$303,528.50**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
03/17/20	Telephone conference with client regarding claims.	Armond Jackson			725.00	1.20	870.00
03/20/20	Follow-up with client re: telephone call with client re: worksite, related entities and prior claims.	Armond Jackson			725.00	0.80	580.00
03/24/20	Phone conference re: potential witnesses regarding managers.	Armond Jackson			725.00	0.40	290.00
04/10/20	Researched public records regarding overlapping officers in Defendant entities with regard to single enterprises.	Armond Jackson			725.00	1.80	1,305.00
04/16/20	Researched law surrounding related entities, corporate structure, and number of locations of Defendant.	Armond Jackson			725.00	1.60	1,160.00
04/20/20	Analyzed regarding class action investigation.	Armond Jackson			725.00	0.50	362.50
04/21/20	Researched size, business profile, related entities,	Armond Jackson			725.00	3.90	2,827.50

and operations.

04/24/20	Drafted PAGA Letter.	Armond Jackson	725.00	6.30	4,567.50
04/24/20	Pre-lawsuit investigation of the Key Facts with a focus on class certification elements, including adequacy, typicality, superiority, and commonality.	Armond Jackson	725.00	3.10	2,247.50
04/27/20	Researched case theory for class claims.	Armond Jackson	725.00	3.80	2,755.00
04/29/20	Analyzed regarding next steps for litigation.	Armond Jackson	725.00	0.30	217.50
04/30/20	Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as it relates to the employment and management of the putative class members.	Armond Jackson	725.00	2.90	2,102.50
05/05/20	Reviewed and finalized PAGA letter.	Armond Jackson	725.00	1.30	942.50
05/05/20	Analysis of competitors within various relevant geographic areas within which Defendants operate, and comparing and contrasting the defendant's policies, and procedures with the policies, practices, and procedures of the defendant's competitors.	Armond Jackson	725.00	3.50	2,537.50
05/08/20	Investigation of defendants' executives, officers, and leadership with a focus on involvement in wage-and-hour issues establishing willfulness and uniformity.	Armond Jackson	725.00	3.80	2,755.00
05/13/20	Investigating Defendant's Organizational and Corporate Structure and Executive Reporting	Armond Jackson	725.00	2.90	2,102.50

Structure related to employment and management of class members.

05/19/20	Comparative analysis and cross-checking of all available job postings by Defendants to determine any variation and identification of job duties and responsibilities that would be susceptible to being performed off-the-clock or during meal breaks or rest breaks.	Armond Jackson	725.00	3.60	2,610.00
05/22/20	Research and investigation re: post Duran v. US Bank trial manageability issues, including which experts to retain and for what purpose.	Armond Jackson	725.00	3.70	2,682.50
05/27/20	Cont. research and investigation re: post Duran v. US Bank trial manageability issues, including which experts to retain and for what purpose.	Armond Jackson	725.00	3.10	2,247.50
05/29/20	Researched and investigated re: defendants' policies, practices, and procedures relating to reporting time, timekeeping, meal, rest breaks, overtime, and reimbursement of business-related expenses.	Armond Jackson	725.00	3.70	2,682.50
07/14/20	Drafted amended complaint to add PAGA.	Armond Jackson	725.00	1.50	1,087.50
09/11/20	Analyzed regarding upcoming court hearings.	Armond Jackson	725.00	0.30	217.50
09/29/20	Drafted request for continuance.	Armond Jackson	725.00	1.20	870.00
10/02/20	Confirmed continuance of status conference.	Armond Jackson	725.00	0.50	362.50

11/24/20	Drafted 26 (f) Report.	Armond Jackson	725.00	1.90	1,377.50
12/08/20	Met and conferred w/ opposing counsel.	Armond Jackson	725.00	0.80	580.00
12/29/20	Drafted Joint Status Report.	Armond Jackson	725.00	0.50	362.50
01/04/21	Reviewed status conference on related case.	Armond Jackson	725.00	0.50	362.50
01/05/21	Email re: statement re: class cert schedule.	Armond Jackson	725.00	0.20	145.00
01/13/21	Reviewed initial disclosures and sent email to opposing counsel.	Armond Jackson	725.00	0.30	217.50
02/01/21	Reviewed the Davey Complaint to prepare opposition to the motion to stay.	Armond Jackson	725.00	2.50	1,812.50
02/02/21	Reviewed the Barragan Complaint to prepare opposition to the motion to stay.	Armond Jackson	725.00	2.10	1,522.50
02/04/21	Reviewed motion and calendared motion deadline.	Armond Jackson	725.00	0.20	145.00
02/04/21	Spoke to opposing counsel re: discovery.	Armond Jackson	725.00	0.20	145.00
02/05/21	Reviewed the Sandoval Complaint to oppose the motion to stay.	Armond Jackson	725.00	2.40	1,740.00
02/05/21	Compared the Davey, Sandoval, Flores and Barragan complaints and drafted outline to oppose the motion to stay.	Armond Jackson	725.00	3.90	2,827.50
02/08/21	Drafted opposition to motion to enforce stay.	Armond Jackson	725.00	9.60	6,960.00
02/10/21	Formatted Discovery responses and Included request within response.	Yesenia Villalba	145.00	1.00	145.00
02/11/21	Reviewed discovery responses.	Armond Jackson	725.00	0.40	290.00

02/16/21	Prepared Verifications; emailed them via DocuSign; talked to client via phone to go over her responses; talked to Attorney about her response and email to Attorney responses. I also followed up with client via text on Verifications.	Yesenia Villalba	145.00	0.90	130.50
02/16/21	Sent YV an email re: discovery.	Armond Jackson	725.00	0.10	72.50
02/18/21	Reviewed prior cases and settlements related to Home Depot.	Armond Jackson	725.00	5.10	3,697.50
02/22/21	Cont. review of prior cases and settlements related to Home Depot.	Armond Jackson	725.00	3.90	2,827.50
02/24/21	Drafted Motion Documents; emailed AJ because there are 2 POS and declaration missing. AJ said ok.	Yesenia Villalba	145.00	1.00	145.00
02/24/21	Drafted PMK.	Armond Jackson	725.00	2.60	1,885.00
02/25/21	Drafted PMK.	Armond Jackson	725.00	0.40	290.00
02/25/21	Drafted meet and confer correspondence.	Armond Jackson	725.00	0.60	435.00
03/01/21	Prepared for hearing and attended Motion to Stay hearing.	Armond Jackson	725.00	1.50	1,087.50
03/08/21	Drafted supplemental brief.	Armond Jackson	725.00	2.50	1,812.50
03/22/21	Revised calendar to include status conferences etc..	Armond Jackson	725.00	0.20	145.00
04/02/21	Attended 26(f) Conference.	Armond Jackson	725.00	0.40	290.00
04/15/21	Drafted Initial Disclosures.	Armond Jackson	725.00	0.30	217.50
04/15/21	Sent email to all counsel re: coordination.	Armond Jackson	725.00	0.30	217.50

04/22/21	Discussion with Greg Mauro re: coordinating cases.	Armond Jackson	725.00	0.50	362.50
04/23/21	Read stip to continue ENE.	Armond Jackson	725.00	0.20	145.00
04/26/21	Draft joint report.	Armond Jackson	725.00	1.50	1,087.50
06/22/21	Finalized and served discovery.	Armond Jackson	725.00	0.50	362.50
07/14/21	Contacted client to inform her about the Early Neutral Evaluation.	Yesenia Villalba	145.00	0.20	29.00
07/14/21	Drafted ENE Statement.	Armond Jackson	725.00	3.50	2,537.50
07/19/21	Drafted correspondence.	Armond Jackson	725.00	0.40	290.00
07/20/21	Reviewed correspondence.	Armond Jackson	725.00	0.20	145.00
07/21/21	Drafted statement.	Armond Jackson	725.00	0.90	652.50
07/22/21	Prepared for and attended ENE>	Armond Jackson	725.00	2.50	1,812.50
08/05/21	Drafted email to counsel for related actions.	Armond Jackson	725.00	0.90	652.50
08/13/21	Reviewed discovery responses.	Armond Jackson	725.00	0.50	362.50
08/16/21	Drafted PMK.	Armond Jackson	725.00	3.20	2,320.00
08/25/21	Spoke to opposing counsel re: coordination efforts.	Armond Jackson	725.00	0.90	652.50
08/26/21	Reviewed objection to PMK.	Armond Jackson	725.00	1.40	1,015.00
09/06/21	Researched issues related to class certification on most probable claims alleged against HD.	Armond Jackson	725.00	4.10	2,972.50
09/07/21	Reviewed responses and drafted meet and confer letter.	Armond Jackson	725.00	1.50	1,087.50

09/08/21	Reviewed email re: coordination.	Armond Jackson	725.00	0.40	290.00
09/09/21	Drafted, reviewed and revised joint prosecution agreement.	Armond Jackson	725.00	2.20	1,595.00
09/10/21	Cont. researched issues related to class certification on most probable claims alleged against HD.	Armond Jackson	725.00	3.90	2,827.50
09/14/21	Drafted stipulation.	Armond Jackson	725.00	1.20	870.00
09/15/21	Drafted, reviewed and finalized joint prosecution agreement.	Armond Jackson	725.00	2.50	1,812.50
09/16/21	Filed Joint Stipulation.	Armond Jackson	725.00	0.40	290.00
09/16/21	Spoke to opposing counsel re: stipulation.	Armond Jackson	725.00	0.30	217.50
09/20/21	Drafted class certification outline related to researched issues related to class certification on most probable claims alleged against HD.	Armond Jackson	725.00	4.80	3,480.00
09/24/21	Cont. drafted class certification outline related to researched issues related to class certification on most probable claims alleged against HD.	Armond Jackson	725.00	3.40	2,465.00
09/28/21	Followed up on signature. Client requested to talk to AJ to get clarification	Yesenia Villalba	145.00	0.10	14.50
10/01/21	Began drafting class certification memorandum to tee up issues.	Armond Jackson	725.00	4.10	2,972.50
10/05/21	Cont. drafting class certification memorandum to tee up issues.	Armond Jackson	725.00	3.90	2,827.50
10/07/21	Reviewed the Defendants motion to consolidate.	Armond Jackson	725.00	5.40	3,915.00

10/11/21	Reviewed cases outlined in Defendants' motion for consolidation and relationship of pending claims.	Armond Jackson	725.00	4.50	3,262.50
10/12/21	Met and conferred with defense re: discovery plan.	Armond Jackson	725.00	0.70	507.50
10/15/21	Pulled cases outlined in Defendants' motion for consolidation and charted out claims and cited cases.	Armond Jackson	725.00	4.50	3,262.50
10/18/21	Reviewed case dockets of cases outlined in Defendants' motion for consolidation and charted out claims and cited cases.	Armond Jackson	725.00	6.30	4,567.50
10/21/21	Cont. review of case dockets of cases outlined in Defendants' motion for consolidation and charted out claims and cited cases.	Armond Jackson	725.00	4.30	3,117.50
11/23/21	Prepared for consolidated discovery meeting.	Armond Jackson	725.00	1.70	1,232.50
11/29/21	Prepared for and participated in discovery conference.	Armond Jackson	725.00	0.80	580.00
12/02/21	Revised and reviewed the PMK notice.	Armond Jackson	725.00	0.80	580.00
12/13/21	Reviewed docket on the Sandoval-related matter to determine class theories and scope of claims, Docket Nos. 1-10.	Armond Jackson	725.00	2.70	1,957.50
12/16/21	Reviewed docket on the Sandoval-related matter to determine class theories and scope of claims, Docket Nos. 11-20.	Armond Jackson	725.00	3.10	2,247.50
12/17/21	Reviewed docket on the Davey-related matter to determine class theories and scope of claims, Docket Nos. 1-10.	Armond Jackson	725.00	3.10	2,247.50

12/20/21	Reviewed docket on the Davey-related matter to determine class theories and scope of claims, Docket Nos. 11-20.	Armond Jackson	725.00	3.10	2,247.50
12/21/21	Reviewed docket on the Sandoval-related matter to determine class theories and scope of claims, Docket Nos. 31-40.	Armond Jackson	725.00	3.90	2,827.50
12/22/21	Drafted Deposition Notice; review AJ's calendar.	Yesenia Villalba	145.00	0.30	43.50
12/22/21	Reviewed docket on the Sandoval-related matter to determine class theories and scope of claims, Docket Nos. 41-54.	Armond Jackson	725.00	3.80	2,755.00
12/23/21	Reviewed docket on the Davey-related matter to determine class theories and scope of claims, Docket Nos. 21-30.	Armond Jackson	725.00	3.60	2,610.00
01/05/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 1-10.	Armond Jackson	725.00	2.70	1,957.50
01/07/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 11-20.	Armond Jackson	725.00	3.10	2,247.50
01/11/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 21-30.	Armond Jackson	725.00	3.60	2,610.00
01/13/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 31-40.	Armond Jackson	725.00	3.70	2,682.50
01/14/22	Reviewed emails re: issuance of payments.	Armond Jackson	725.00	0.20	145.00

01/14/22	Meeting of Counsels.	Armond Jackson	725.00	0.50	362.50
01/17/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 41-50.	Armond Jackson	725.00	3.40	2,465.00
01/18/22	Reviewed and processed emails re: certification.	Armond Jackson	725.00	0.30	217.50
01/19/22	Reviewed emails	Armond Jackson	725.00	0.30	217.50
01/20/22	Called Client to ask availability for deposition, she provided and I updated Monday.com.	Yesenia Villalba	145.00	0.30	43.50
01/20/22	Responded to email re: deposition.	Armond Jackson	725.00	0.20	145.00
01/21/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 51-60.	Armond Jackson	725.00	3.70	2,682.50
01/24/22	Analyzed re: meeting of counsels and participated in meeting of counsels.	Armond Jackson	725.00	0.60	435.00
01/24/22	Read and responded to emails re: mediation.	Armond Jackson	725.00	0.30	217.50
01/26/22	Spoke to client re: mediation.	Armond Jackson	725.00	0.30	217.50
01/26/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 61-70.	Armond Jackson	725.00	3.10	2,247.50
01/28/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 71-80.	Armond Jackson	725.00	3.90	2,827.50

01/31/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 81-90.	Armond Jackson	725.00	3.80	2,755.00
02/02/22	Reviewed docket on the Barragan-related matter to determine class theories and scope of claims, Docket Nos. 91-105.	Armond Jackson	725.00	3.70	2,682.50
02/03/22	Meeting of counsels re: data for mediation.	Armond Jackson	725.00	0.50	362.50
03/08/22	Meeting of counsels.	Armond Jackson	725.00	0.80	580.00
03/09/22	Attended conference with the mediator.	Armond Jackson	725.00	1.30	942.50
03/28/22	Emailed clients re: scope of mediation.	Armond Jackson	725.00	0.20	145.00
04/14/22	Read and responded to emails re: mediation.	Armond Jackson	725.00	0.30	217.50
04/28/22	Reviewed ex parte moving papers regarding potential intervenors.	Armond Jackson	725.00	4.50	3,262.50
04/28/22	Drafted outline re: motion for intervention response in response to the potentially intervening action.	Armond Jackson	725.00	5.20	3,770.00
05/02/22	Downloaded Utne docket and reviewed docket documents 1 through 10.	Armond Jackson	725.00	3.20	2,320.00
05/03/22	Downloaded Utne docket and reviewed docket documents 11 through 20.	Armond Jackson	725.00	3.90	2,827.50
05/06/22	Downloaded Utne docket and reviewed and analyzed docket documents 21 through 30.	Armond Jackson	725.00	4.10	2,972.50
05/09/22	Downloaded Utne docket and reviewed docket documents 31	Armond Jackson	725.00	5.60	4,060.00

through 40.

05/10/22	Attended mediation.	Armond Jackson	725.00	8.00	5,800.00
05/13/22	Downloaded Utne docket and reviewed docket documents 41 through 50 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	5.10	3,697.50
05/13/22	Downloaded Utne docket and reviewed docket documents 51 through 60 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	4.30	3,117.50
05/16/22	Downloaded Utne docket and reviewed docket documents 61 through 70 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.90	2,102.50
05/17/22	Downloaded Utne docket and reviewed docket documents 71 through 80 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.90	2,102.50
05/20/22	Downloaded Utne docket and reviewed docket documents 81 through 90 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50
05/24/22	Downloaded Utne docket and reviewed docket documents 91 through 100 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50
05/27/22	Downloaded Utne docket and reviewed docket documents 101 through 110 to determine claims and	Armond Jackson	725.00	2.90	2,102.50

potential scope of
release for settlement.

05/31/22	Downloaded Utne docket and reviewed docket documents 111 through 120 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50
06/03/22	Downloaded Utne docket and reviewed docket documents 121 through 130 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50
06/08/22	Downloaded Utne docket and reviewed docket documents 131 through 140 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.90	2,102.50
06/10/22	Downloaded Utne docket and reviewed docket documents 141 through 150 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50
06/14/22	Downloaded Utne docket and reviewed docket documents 151 through 160 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.20	2,320.00
06/17/22	Downloaded Utne docket and reviewed docket documents 161 through 170 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.40	2,465.00
06/21/22	Downloaded Utne docket and reviewed docket documents 171 through 180 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50

06/24/22	Downloaded Utne docket and reviewed docket documents 181 through 190 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.90	2,102.50
06/27/22	Downloaded Utne docket and reviewed docket documents 191 through 200 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.10	1,522.50
06/30/22	Downloaded Utne docket and reviewed docket documents 201 through 210 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.10	2,247.50
07/01/22	Downloaded Utne docket and reviewed docket documents 211 through 220 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.50	1,812.50
07/05/22	Reviewed class certification motion on Hankey v. Home Depot matter and researched theories alleged therein.	Armond Jackson	725.00	5.70	4,132.50
07/06/22	Downloaded Utne docket and reviewed docket documents 221 through 230 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.30	1,667.50
07/07/22	Reviewed and compared the Hankey v. Home Depot Complaint to determine any overlap of claims.	Armond Jackson	725.00	3.40	2,465.00
07/08/22	Downloaded Utne docket and reviewed docket documents 231 through 240 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.10	1,522.50

07/11/22	Exchanged several emails re: extension of date for class certification.	Armond Jackson	725.00	0.80	580.00
07/12/22	Reviewed email from mediator and client documents.	Armond Jackson	725.00	1.10	797.50
07/12/22	Downloaded Utne docket and reviewed docket documents 241 through 250 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	2.10	1,522.50
07/12/22	Reviewed, researched and analyzed the motion for summary judgment in Hankey v. The Home Depot re: overlap of claims and rulings regarding case theories.	Armond Jackson	725.00	5.10	3,697.50
07/15/22	Downloaded Utne docket and reviewed docket documents 251 through 264 to determine claims and potential scope of release for settlement.	Armond Jackson	725.00	3.60	2,610.00
07/19/22	Read mediator's email and responded to email regarding scope of release and proposal.	Armond Jackson	725.00	0.40	290.00
07/19/22	Read and responded to multiple emails, reviewed consolidated complaints to determine scope of release.	Armond Jackson	725.00	0.70	507.50
08/08/22	Reviewed emails re: MOU.	Armond Jackson	725.00	0.20	145.00
08/09/22	Revised MOU and scope of release and sent email to coordinated counsels.	Armond Jackson	725.00	1.40	1,015.00
08/12/22	Revised MOU.	Armond Jackson	725.00	0.90	652.50
08/23/22	Read and reviewed email from opposing counsel.	Armond Jackson	725.00	0.50	362.50
08/30/22	Spoke to client re: MOU.	Armond Jackson	725.00	0.20	145.00

09/01/22	Reviewed and revised MOU and proposed additional revisions.	Armond Jackson	725.00	1.20	870.00
09/06/22	Exchanged email communications and Revised JPA.	Armond Jackson	725.00	0.90	652.50
09/12/22	Drafted correspondence for MOU.	Armond Jackson	725.00	0.50	362.50
10/25/22	Revised amended complaint.	Armond Jackson	725.00	1.50	1,087.50
11/02/22	Reviewed class action settlement agreement.	Armond Jackson	725.00	1.90	1,377.50
11/08/22	Reviewed revised settlement agreement.	Armond Jackson	725.00	0.50	362.50
11/08/22	Attended meet and confer re: settlement revisions.	Armond Jackson	725.00	1.50	1,087.50
11/08/22	Reviewed issues re: email exchange son the settlement agreement.	Armond Jackson	725.00	0.30	217.50
11/10/22	Reviewed settlement agreement and consolidated complaint.	Armond Jackson	725.00	1.00	725.00
11/10/22	Reviewed email re: related cases.	Armond Jackson	725.00	0.20	145.00
11/15/22	Read and responded to email from co-counsel re: settlement agreement.	Armond Jackson	725.00	0.30	217.50
11/15/22	Read and responded to email from co-counsel re: settlement agreement.	Armond Jackson	725.00	0.10	72.50
11/16/22	Contacted client re: settlement.	Armond Jackson	725.00	0.20	145.00
11/16/22	Contacted client re: settlement.	Armond Jackson	725.00	0.10	72.50
12/28/22	Sent email to expert.	Armond Jackson	725.00	1.10	797.50
12/28/22	Reviewed preliminary approval motion.	Armond Jackson	725.00	2.20	1,595.00
01/05/23	Sent email to expert and opposing counsel.	Armond Jackson	725.00	0.40	290.00

01/06/23	Reviewed stipulation.	Armond Jackson	725.00	0.50	362.50
01/23/23	Sent email re: expert and calendared motion filing deadline.	Armond Jackson	725.00	0.20	145.00
01/30/23	Sent email to co-counsel re: class data.	Armond Jackson	725.00	0.50	362.50
01/31/23	Drafted and revised preliminary approval motion.	Armond Jackson	725.00	0.50	362.50
02/06/23	Drafted pa motion.	Armond Jackson	725.00	2.50	1,812.50
02/09/23	DRafted declaration re: prelimnary approval.	Armond Jackson	725.00	1.30	942.50
02/28/23	Reviewed revised motion for preliminary approval.	Armond Jackson	725.00	1.50	1,087.50
03/01/23	Read, analyzed and responded to email re: approval papers.	Armond Jackson	725.00	0.90	652.50
03/09/23	Prep for MPA hearing / review tentative ruling	Anthony Filer	250.00	0.60	150.00
03/10/23	Prep for / Attend MPA hearing	Anthony Filer	250.00	1.10	275.00
03/21/23	Read and reviewed email re: adminstration.	Armond Jackson	725.00	0.20	145.00
04/03/23	Review Administration timeline / Administration Questions	Anthony Filer	250.00	0.30	75.00
04/04/23	Review emails re: Administration Questions / Call w/ Co-Cousel	Anthony Filer	250.00	0.60	150.00
04/04/23	Attended conference.	Armond Jackson	725.00	0.50	362.50
04/04/23	Attended conference re: adminstartion and notices.	Armond Jackson	725.00	0.50	362.50
04/05/23	Review emails re: Administration Questions	Anthony Filer	250.00	0.50	125.00
04/12/23	Review settlement information	Anthony Filer	250.00	0.10	25.00

04/14/23	Review emails re: settlement administration	Anthony Filer	250.00	0.30	75.00
04/18/23	Review emails re: settlement administration	Anthony Filer	250.00	0.30	75.00
04/20/23	Review emails re: settlement administration	Anthony Filer	250.00	0.30	75.00
04/20/23	Sent email re: class notice revisions.	Armond Jackson	725.00	0.30	217.50
04/20/23	Sent email to administrator re: class notice revisions.	Armond Jackson	725.00	0.20	145.00
04/21/23	Review emails re: settlement	Anthony Filer	250.00	0.20	50.00
04/24/23	Drafted ex parte application	Armond Jackson	725.00	4.90	3,552.50
04/27/23	Review emails re: signatures	Anthony Filer	250.00	0.10	25.00
04/28/23	Review Addendum to Joint Stip. of Settlement / review emails re: ex parte	Anthony Filer	250.00	0.30	75.00
05/01/23	Drafted ex parte application.	Armond Jackson	725.00	1.00	725.00
05/01/23	Drafted ex parte application.	Armond Jackson	725.00	3.00	2,175.00
05/01/23	Review ex parte application, class notice & declaration	Anthony Filer	250.00	0.10	25.00
05/04/23	Review emails re: ex parte app	Anthony Filer	250.00	0.20	50.00
05/09/23	Review email re: ex-parte	Anthony Filer	250.00	0.10	25.00
05/12/23	Review emails re: in person appearance	Anthony Filer	250.00	0.10	25.00
05/15/23	Review Settlement Administration documents	Anthony Filer	250.00	0.10	25.00
05/16/23	Review email re: settlement checks / dismissal	Anthony Filer	250.00	0.10	25.00

05/18/23	Review emails re: settlement checks / dismissal	Anthony Filer	250.00	0.10	25.00
05/31/23	Review Amended Order Re: MPA / Ex Parte Hearing	Anthony Filer	250.00	0.40	100.00
06/01/23	Review emails re: final approval	Anthony Filer	250.00	0.20	50.00
06/06/23	Review emails re: class data / administrative timeline	Anthony Filer	250.00	0.20	50.00
06/09/23	Review emails re: administrative timeline	Anthony Filer	250.00	0.20	50.00
06/16/23	Review administration timeline	Anthony Filer	250.00	0.10	25.00
06/19/23	Review email re: administrative timeline	Anthony Filer	250.00	0.10	25.00
06/20/23	Review email re: settlement administration	Anthony Filer	250.00	0.10	25.00
06/23/23	Review emails re: administrative timeline	Anthony Filer	250.00	0.20	50.00
06/26/23	Review emails re: data verification	Anthony Filer	250.00	0.30	75.00
06/30/23	Review email re: settlement administration	Anthony Filer	250.00	0.10	25.00
07/10/23	Review emails re: data clarification / timeline	Anthony Filer	250.00	0.10	25.00
07/11/23	Review emails re: bid increase	Anthony Filer	250.00	0.20	50.00
07/13/23	Review invoice	Anthony Filer	250.00	0.10	25.00
07/18/23	Review email re: postage increase	Anthony Filer	250.00	0.10	25.00
07/20/23	Review Notice of Class Action Settlement / emails re: class data	Anthony Filer	250.00	0.30	75.00
07/21/23	Review emails re: class notice	Anthony Filer	250.00	0.30	75.00

07/24/23	Review emails re: Pre-Calculations / informal discovery	Anthony Filer	250.00	0.40	100.00
07/25/23	Review emails re: pre-calculations / mailing date	Anthony Filer	250.00	0.30	75.00
07/27/23	Reviewed email re: order.	Armond Jackson	725.00	0.10	72.50
07/27/23	Review emails re: Notice / Preliminary Approval dates	Anthony Filer	250.00	0.30	75.00
08/10/23	Spoke to client re: class notice.	Armond Jackson	725.00	1.10	797.50
08/11/23	Review weekly report / email re: class contact	Anthony Filer	250.00	0.20	50.00
08/18/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
08/25/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
09/01/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
09/08/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
09/15/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
09/22/23	Review Weekly Report	Anthony Filer	250.00	0.10	25.00
09/29/23	Review Weekly Report	Anthony Filer	250.00	0.10	25.00
10/06/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
10/11/23	Review emails re: recieved rejection	Anthony Filer	250.00	0.20	50.00
10/20/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
10/27/23	Review weekly report	Anthony Filer	250.00	0.10	25.00
11/03/23	Review weekly report / email re: declaration	Anthony Filer	250.00	0.10	25.00

11/06/23	Drafted MFA	Anthony Filer	250.00	1.40	350.00
11/07/23	Drafted final approval papers.	Armond Jackson	725.00	6.50	4,712.50
11/08/23	Drafted MFA	Anthony Filer	250.00	1.90	475.00
11/09/23	Revised Motion for Final Approval of Class Action Settlement.	Armond Jackson	725.00	5.20	3,770.00
11/10/23	Finalized motion for final approval.	Armond Jackson	725.00	4.10	2,972.50
11/13/23	Review weekly report / question re: opt-out	Anthony Filer	250.00	0.10	25.00
11/13/23	Review administrator's declaration	Anthony Filer	250.00	0.10	25.00
					\$303,528.50

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

FLAT FEE

Date	Description	Code	Code 2	Qty	Price	Unit	Total
							\$0.00

Invoice Total:	\$303,528.50
Amount Paid:	(\$0.00)
Amount Due:	\$303,528.50

EXHIBIT E

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT F

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*Additional counsel listed on following pages.**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DONNIE SANCHEZ BARRAGAN,
ARACELI BARRAGAN, JEREMEY
BURCHAM, LISA DAVEY, VIRGIE
FLORES and JANELLY SANDOVAL
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

HOME DEPOT USA, INC., a Delaware
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2019-00056110-CU-MC-CTL

**DECLARATION OF PLAINTIFF
VIRGIE FLORES IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 10, 2023

Time: 9:00 a.m.

Dept.: C 67

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39 Attorneys for Plaintiffs DONNIE SANCHEZ BARRAGAN, ARACELI BARRAGAN,
40 JEREMEY BURCHAM, LISA DAVEY, VIRGIE FLORES and JANELLY SANDOVAL
41 individually and on behalf of all others similarly situated

1 **DECLARATION OF VIRGIE FLORES**

2 I, Virgie Flores, declare as follows:

3 1. I am over the age of eighteen and have personal knowledge of everything stated
4 below and could competently testify to these facts if sworn.

5 2. I submit this Declaration in support of the motion for preliminary approval of class
6 action settlement and class representative enhancement fee.

7 3. I worked for Defendant Home Depot USA., Inc., (referred to herein as "Defendant").
8 As I worked for Defendant as an hourly worker during the class period. While working for
9 Defendant, I worked very hard, especially when I worked above five and six hours and not able to
10 take all of my entitled meal breaks and rest breaks. After my employment ended with Defendants, I
11 determined that I would attempt to effectuate a change in Defendants' practices and policies through
12 a representative action under the Private Attorney General Act and class action.

13 4. After consulting with a law firm, I decided to file a Private Attorney General Action
14 claim and class action against Defendant. I would consider myself a low wage hourly worker but
15 despite this I still decided to take the risk of filing this class action and losing this case that could
16 have exposed myself to certain attorneys' fees and costs incurred by Defendant. However, my
17 passion to vindicate the rights of my coworkers outweighed the risk exposure to myself as I believed
18 that my co-workers deserved to be treated fairly in the eyes of the law.

19 5. Throughout this case, I was required to appear at my attorneys' office, answering
20 questions during several interviews by my attorney and his staff either in person or via telephone
21 related to the case, and locating and submitting documents to my attorney in support of the claims.

22 6. I remained involved and provided information and details about Defendant's
23 practices and policies in support of the class claims so that the claims could be maximized for the
24 class members. Through the litigation I made myself available to complete the settlement agreement
25 and finalize the terms of the settlement agreement and execute the settlement agreement.

26 7. I have no conflicts of interest with any class representatives or class members. I
27 understood my duties to represent the class and I was prepared to litigate these claims on behalf of
28 all class members to resolution for the benefit of the class.

8. In this litigation, I was committed throughout the entire process to ensure that the class members were treated fairly and committed approximately 45 hours to this case.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 13th day of February 2023 in Irvine, California.

Virgie Flores

Virgie Flores, Declarant