

1 **NICHOLAS & TOMASEVIC, LLP**

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

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

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

14 Plaintiffs,

15 v.

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

18 Defendants.

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

Assigned For All Purposes To:

Hon. Eddie C. Sturgeon

**DECLARATION OF CRAIG NICHOLAS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 8, 2023

Time: 9:00 a.m.

Dept.: C-67

Action Filed: October 22, 2019

Trial Date: Not Set

1 I, Craig Nicholas, declare:

2 1. I am an attorney at law duly licensed to practice law before all of the Courts of the
3 State of California, the Southern District of California, the Central District of California, the
4 Northern District of California, the Eastern District of California, the U.S. Court of Appeals for the
5 Ninth Circuit, and the United States Supreme Court. I am a Partner at Nicholas & Tomasevic,
6 LLP, the law firm representing Plaintiffs Donnie Sanchez Barragan, Araceli Barragan, Jeremey
7 Burcham, Lisa Davey, Virgie Flores and Janelly Sandoval. I am one of the attorneys of record
8 involved in the litigation and prosecution of this matter. I submit this declaration in support of
9 Plaintiffs' Motion for Final Approval of Class Action Settlement. This declaration is based upon
10 the best of my personal knowledge and, if called to testify, I could and would testify to the facts
11 contained herein.

12 **Background and Experience of Counsel**

13 2. The following is a brief description of my and my firm's relevant professional
14 background. N&T's experience includes, but is not limited to, California and federal court
15 certification of class action cases for purposes of trial and for settlement in a variety of contexts,
16 including wage and hour litigation, consumer protection, and ERISA. We have certified many
17 employment and consumer class actions. Separately, we have tried class actions to verdict. We
18 have also defended class actions, including employment class actions. Our firm members routinely
19 write and speak on employment class action and PAGA litigation, including on behalf of the San
20 Diego County Bar Association, and closely follow legal developments in this area.

21 3. Some of our firms' other recent class action experience includes litigating certifying
22 and successfully resolving *Salinas v. Cornwell Quality Tools Company*, Case No. 5:19-cv-02275-
23 FLA-SP (C.D. Cal), *Fleming v. Matco Tools Corp.*, Case No. 19-c-00463-WHO (N.D. Cal.), and
24 *Ludlow v. Flowers Foods, Inc.*, Case No. 18-cv-01190-JO-JLB (S.D. Cal.). Before that, in *Moyle v.*
25 *Liberty Mutual* we recovered over \$30 million in employee benefits against Liberty Mutual, in a
26 class action settlement approved by the United States District Court, Southern District of
27 California. Also, in 2018 we helped recover over \$25 million for consumers against Procter &
28 Gamble for unfair competition and related claims related to their marketing and sale of certain

1 dietary supplements. We also obtained court approval of a class action settlement in *Loera v. Akal*,
2 a California Superior Court case involving wage/hour issues. This case settled after the first phase
3 of trial and the class was ultimately awarded about \$10 million in damages.

4 4. We are also experienced, more generally, in the bringing employment class actions
5 against large employers, having brought actions against Liberty Mutual Insurance, Verizon, Home
6 Depot, Lowe's, Intuit, FedEx, Albertson's, Snap-On, Matco, Planet Fitness, among others.

7 5. Aside from the above, our recent appointments as class counsel include serving as
8 appointed class counsel in several large consumer class actions, including for a class of over
9 100,000 Californians in *Munigua-Brown, et al. v. Equity Residential, et al.* (ND Cal. Case No. 16-
10 cv-01225), which we just completed a three week trial in; *Farley v. Lincoln Benefit Life Co.*,
11 (E.D.Cal. No. 20-cv-02485-KJM-DB) (over 37,000 class members); and *Small v. Allianz Life*
12 *Insurance Co. of North America* (C.D. Cal. No. 20-cv-01944-TJH-KES) (over 1700 class
13 members). I, and my colleagues at N&T, have been found to be adequate class counsel in every
14 case that we have ever sought to be deemed as such – in more than 40 matters.

15 6. Class counsel's backgrounds demonstrate their ability to effectively litigate class
16 actions and appropriately value their worth. I received his Juris Doctor in 1995 with cum laude
17 honors from the University of Arizona College of Law, where I served as Note & Comment Editor
18 of the Arizona Journal of International and Comparative Law. I completed his undergraduate
19 education at the University of California at San Diego, where he graduated cum laude with a BA in
20 political science in 1992. I was a partner at the antitrust and business litigation law firm of Wright
21 & L'Estrange from 2002-2004, recognized by San Diego Magazine as one of the leading antitrust
22 law firms in San Diego, before founding the predecessor to Nicholas & Tomasevic LLP to offer
23 client services on a larger platform. I am a former member of the Board of Directors of the
24 William Enright Inn of Court. I served as the President of the California Young Lawyers
25 Association for the State Bar of California in 2003-2004 and represented San Diego County in the
26 Association from 2001-2003. I have given seminars on expert witness law in California and civil
27 litigation matters. I have been selected by SuperLawyers magazine as one of the Top 50 attorneys
28 in San Diego. The San Diego Attorney Journal honored me as Attorney of the Month in June 2012.

1 In 2013, The San Diego Daily Transcript identified me as a Top Attorney in Corporate Litigation.
2 In 2009, The San Diego Daily Transcript identified me as one of the top 25 corporate litigators in
3 San Diego County

4 7. Alex Tomasevic, Esq. was admitted to the California Bar in 2006 after graduating
5 Cum Laude from the University of San Diego School of Law. He has been selected as a Thomson
6 Reuters “Super Lawyer” from 2018-2023 in the field of Class Actions and Mass Torts. Previously,
7 he was recognized as a Thomson Reuters “Rising Star” in the field as well as part of the San Diego
8 Business Journal’s “Best of the Bar.”

9 8. Shaun Markley has been practicing since 2013 and is a graduate of The Ohio State
10 University’s Moritz College of Law. While at Ohio State, Shaun was an Academic Merit Scholar
11 and received the CALI Award for Excellence in Professional Responsibility. In addition to his
12 contributions to the cases noted throughout this declaration, he has secured several other hard-
13 fought, large class action settlements to recover wages and penalties on behalf of California
14 employees from defendants in the retail, technology, and automotive sectors. He was recently
15 selected as a 2022 “Rising Star” by SuperLawyers in the area of plaintiff’s side employment law.

16 9. Ethan Litney, Esq. is a former Associate of N&T’s. He has been practicing since
17 2014. He is a graduate of the UC Davis School of Law and while there received the Witkin Award
18 for Academic Excellence and was part of the Davis Public Service Law Program and Pro Bono
19 Program. Before joining the firm, Mr. Litney was an Associate with Casey Gerry Schenck
20 Francavilla Blatt & Penfield, LLP, where he represented plaintiffs in state and federal courts in
21 numerous class action, complex, and multi-district litigation matters. Mr. Litney’s work at N&T
22 focused on the areas of class action employment litigation and arbitration. Like other members of
23 the firm, he had a particular emphasis on misclassification claims involving independent
24 contractors or franchisees.

25 10. Also, and as we have repeatedly demonstrated, the attorneys of N&T have the
26 commitment to see class actions through trial and recovery, including the financial and other
27 resources necessary to adequately and vigorously litigate these types of claims.

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1 11. To my knowledge, N&T has no conflicts of interest that would prevent the firm
2 from providing zealous representation of the named Plaintiffs and the class and we believe we
3 have done so. My firm has and will continue to fairly represent the class members as Judge
4 Battaglia already found in the district court case. *Barragan v. Home Depot U.S.A., Inc.*, No. 19-
5 CV-01766-AJB-AGS, 2022 WL 174023, at *4 (S.D. Cal. Jan. 18, 2022) (granting certification and
6 finding adequacy established).

7 12. The above attorneys also closely follow legal developments in the misclassification
8 and PAGA practice area. Based on this, N&T is amply able to evaluate the proposed settlement
9 agreement on behalf of the PAGA group.

10 **Counsel's Fees and Costs to Date**

11 13. Over the 4 years we have litigated this case, my firm incurred substantial attorney's
12 fees and costs justifying the amounts sought as laid out in the Settlement.

13 14. With respect to attorney's fees, while the work performed by all counsel involved
14 for all plaintiffs is much broader, my firm specifically performed the following general categories
15 of work necessary to bring about the resolution of this class action case:

- 16 a. Case development, research, and investigation.
- 17 b. Drafting various version of various complaints in the related matters.
- 18 c. Case management of multiple related cases and coordination with co-counsel.
- 19 d. Written discovery and discovery-related motion work including motions to compel.
- 20 e. Taking the depositions of Home Depot witnesses and representatives.
- 21 f. Mediation and settlement-related activities which included preparing for and
22 attending mediation, continuing to communicate with the mediator and defense
23 counsel after mediation to try to bridge gaps, negotiating the terms of the settlement
24 agreement, preparing settlement materials and moving papers.
- 25 g. Successfully moving for class certification in the related federal matter which is
26 now consolidated before this Court.

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- 1 h. Successfully moving for summary judgment on the issue of liability for proper
2 payment of various forms of wages at the appropriate “regular rate of pay” also in
3 the related federal court proceeding.
- 4 i. Moving this Court for preliminary approval of the settlement.
- 5 j. Miscellaneous motion work including opposing motions to dismiss and/or stay,
6 reconsideration relating to the motion to dismiss, and various
7 coordination/intervention proceedings.
- 8 k. Other miscellaneous work including stipulations and protective orders.

9 15. The hours expended by my firm completing these tasks is set out in **Exhibit 1**. The
10 exhibit includes the amount of time spent by each member of my firm that worked on the case for
11 each type of general task listed above. It also summarizes the total hours per type of work. All in
12 all, our loadstar for work completed to date is \$548,860.00. This does not include any additional
13 work which we anticipate performing such as seeing final approval and judgment through and
14 working with the settlement administrator to carry out the settlement terms.

15 16. My firm seeks 25% of the attorney’s fees sought in the final approval motion, or
16 \$701,250 (\$2,805,000 x .25). Based on our loadstar, this amounts to a 1.27x multiplier on our time.

17 17. As reflected in the attached cost report, at **Exhibit 2**, my firm incurred \$4,348.87 in
18 total costs litigating this matter.

19 **The Settlement Is Fair, Adequate, and Reasonable in Light of the Risks of Continued**
20 **Litigation**

21 18. The lengthy procedural history of this case and the related matters now consolidated
22 for settlement purposes before this Court is set out in my earlier declaration so I will not fully
23 recount that here. *See* ROA No. 68 (Supplemental Declaration of Craig Nicholas in Support of
24 Preliminary Approval). In short, through several related matters, the parties vigorously litigated
25 this matter for the last four years with some claims certified and some issues of liability decided on
26 summary judgment for both parties. On that highly developed record, the parties reached the
27 Settlement which the Court preliminarily approved.

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1 19. As noted in the preliminary approval motion, risk and uncertainty are inevitable in
2 every class case, including this one. The Parties have been litigating these consolidated matters
3 fiercely since their inception in 2019 and 2020. While Plaintiffs firmly believe in the strength of
4 their claims, Home Depot's defenses create a possibility the claims might not be certified or may
5 fail on the merits in which case the class will recover nothing.

6 20. Continued litigation of these claims would take substantial time as wage and hour
7 class action litigation can and often does extend for many years due to the many hurdles facing
8 plaintiffs. Continued litigation also creates significant additional expenses such as court reporters,
9 experts, and others. By contrast, the Settlement yields a prompt, certain, and substantial recovery
10 for the Class, without need for additional time or resources. It also saves the courts a good deal of
11 resources as several claims pending in several courts can be brought to a conclusion through this
12 one Settlement.

13 21. Based on discovery completed in the consolidated cases to date and the data shared
14 by Home Depot in advance of mediation and in connection with the Settlement, we know the
15 following information. The total Class Member count of non-exempt Home Depot employees that
16 worked in California over the relevant class period is 223,000. Of those 223,000 individuals,
17 approximately 100,000 encountered a regular rate violation and received a Back Payment already
18 to date. This means Home Depot already paid these 100,000 Class Members that suffered the
19 primary claim for lost wages in these consolidated cases approximately \$45 per Class Member) on
20 average and approximately \$4.5 million in total in response to the *Barragan* litigation. (Settlement,
21 ¶ 16.) Looking at the Settlement more globally, the average gross amount of settlement per class
22 member (\$8.5 million / 223,000) is \$38.12 and the average net pay to a Class Member (\$5.385
23 million / 223,000) is \$24.15. In my experienced view, this is a substantial recovery for a case
24 involving such a large volume of Class Members who typically work for close to or at the
25 minimum wage.

26 22. With respect to the realistic value of the regular rate and derivate penalty claims at
27 issue in the *Barragan* Class Action and *Barragan* PAGA Action, Home Depot already paid 100%
28 of the value of the unpaid regular rate wage claims for overtime, meal/rest, and reporting time pay

1 along with interest. See Settlement, ¶ 16 (confirming that the \$4.5 million in Back Payments are
2 true-up payments already made to Class Members for various forms of wages relating to regular
3 rate violations alleged in the *Barragan* Class Action with interest). Plaintiffs also sought derivative
4 waiting time (section 203), wage statement (section 226), and PAGA (section 2699 et seq)
5 penalties stemming from these same minimum wage violations, however, Plaintiffs are mindful
6 that each of these forms of penalties, unlike the underlying wages which were paid in full, carries a
7 much steeper burden. Labor Code sections 203 and 226 contain “good faith” and/or “knowingly”
8 requirements and PAGA is subject to the presiding court’s discretion to reduce the amount of
9 penalties awarded under section 2699(e)(2). In this case, the district court had already ruled that
10 the failure to pay wages at the appropriate regular rate was made in “good faith” such that section
11 203 penalties were not available. While Plaintiffs believe in these claims and would have appealed
12 at the appropriate time, we must also be realistic in evaluating the likelihood of a large penalty-
13 drive award in a case where the underlying unpaid wages were \$4.5 million and immediately
14 repaid by the defendant-employer after a finding of liability for failure to pay wages.

15 23. It is common in for courts to reduce or eliminate penalties. For example, in
16 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018), the court reduced the penalty
17 amount under PAGA to just 10 percent of the maximum recovery. Likewise, in *Magadia v. Wal-*
18 *Mart Assocs., Inc.*, 384 F. Supp. 3d 1058, 1100 (N.D. Cal. 2019)¹, the trial court reduced PAGA
19 penalties to approximately 36 percent of the maximum such that it matched the amount of the
20 underlying Labor Code award for the same violation. Taking these authorities, among others, into
21 account along with the district court’s earlier determination that Home Depot acted in good faith, I
22 believe that an award of penalties stemming from the regular rate claims would be very unlikely to
23 exceed the amount of the underlying unpaid wages by more than double, or \$9 million. It is very
24 possible these penalties would have been \$0 of close to it. Thus, taking the generous assumption
25 that Plaintiffs would recover the \$4.5 million in unpaid wages *and* twice that amount in penalties
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27
28 ¹ This judgment was overturned on liability grounds in *Magadia v. Wal-Mart Assocs., Inc.*, 999
F.3d 668 (9th Cir. 2021), but the court’s discretion and approach to penalties was not overturned
or addressed in the Ninth Circuit opinion.

1 (\$9 million) if the case proceeded through trial, I believe the highest realistic outcome for the
2 regular rate and derivate claims at issue here is around \$13.5 million.

3 24. My co-counsel is providing the Court with specific analysis relating to the realistic
4 value of the other primary claims stemming from the other matters that were ultimately
5 consolidated and collectively settled in the Settlement.

6 25. Based on my firm's and our well-qualified co-counsel's analysis, the realistic
7 amounts that Plaintiffs and the Class Members stood to gain at trial under each of the primary
8 theories at issue is as follows:

- 9 a. Regular rate: \$13.5 million
- 10 b. General meal/rest: \$9.28 million
- 11 c. Pay card: \$0
- 12 d. Wage statement: 6,825.00
- 13 e. Total amount of realistic recovery at trial: \$22,786,825.00.

14 26. Based on our analysis of realistic recovery, we believe that the \$8.5 million
15 settlement is a roughly 37 percent recovery of the total amount achievable at trial. As explained in
16 the moving papers, this proportional recovery is higher than the ranges held to be acceptable for
17 settlements of these kinds of claims which can come in as low as 1 percent (or less) of the amount
18 attainable at trial.

19 **Named Plaintiffs Invested Substantial Time in The Related Matters**

- 20 27. Each named Plaintiff in the *Barragan* case invested substantial time in this action:
- 21 a. Over the last three years, Donnie Sanchez Barragan assisted counsel with
22 understanding pay stubs and pay practices at Home Depot; attended the ENE/CMC
23 for half a day in the district court; prepared for and sat for a full day deposition;
24 responded to several rounds of written discovery; and maintained consistent contact
25 with counsel to keep up to date on the case.
 - 26 b. Over the last three years, Araceli Barragan assisted counsel with understanding pay
27 stubs and pay practices at Home Depot; attended the ENE/CMC for half a day in
28 the district court; prepared for and sat for deposition on three different occasions

1 spanning more than a full day; responded to several rounds of written discovery;
2 and maintained consistent contact with counsel to keep up to date on the case.

3 c. Jeremy Burcham assisted counsel with understanding pay stubs and pay practices at
4 Home Depot; prepared for and sat for deposition for a full day; responded to several
5 rounds of written discovery; and maintained consistent contact with counsel to keep
6 up to date on the case.

7 28. The above-mentioned *Barragan* Plaintiffs do not have any conflicts with the class
8 and consistently put the interests of the class ahead of their own as they invested time over the last
9 three years primarily to benefit individual other than themselves. Plaintiffs are also signing a full
10 release of all claims against Home Depot further justifying an enhanced award beyond the more
11 limited release by Class Members.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct to the best of my personal knowledge. Executed on November 9,
14 2023, in San Diego, California.

15
16 By:



17 Craig Nicholas (SBN 178444)
18 Declarant / Attorneys for Plaintiffs
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EXHIBIT 1

Barragan, et al. v. Home Depot - Chart of Hourly Work by Nicholas & Tomasevic, LLP

Name	Position	Rate	1	2	3	4	5	6	7	8	9	10	11	Total Hours	Total Fees
Craig Nicholas	Attorney, Partner at Nicholas & Tomasevic, LLP	\$700.00	24.0	2.5	0.0	29.0	2.0	14.0	6.0	4.0	2.0	3.0	0.0	86.50	\$60,550.00
Alex Tomasevic	Attorney, Partner at Nicholas & Tomasevic, LLP	\$650.00	18.0	2.0	5.0	45.0	0.0	5.0	5.0	15.0	3.0	5.0	2.0	105.00	\$68,250.00
Shaun Markley	Attorney, Partner at Nicholas & Tomasevic, LLP	\$550.00	86.5	9.0	9.0	185.0	45.0	42.0	22.5	25.0	6.5	18.0	6.0	454.50	\$249,975.00
Ethan Litney	Attorney, Associate at Nicholas & Tomasevic, LLP	\$450.00	55.0	12.5	12.0	190.0	12.0	18.0	12.5	15.0	5.0	7.0	9.0	335.50	\$150,975.00
Various individuals	Paralegals / Legal Assistants, Nicholas & Tomasevic, LLP	\$195.00	8.0	2.0	5.0	42.0		6.0	8.0	12.0	3.0	8.0	4.0	98.00	\$19,110.00
TOTAL FEES															\$548,860.00
HOURS TOTALS:			191.5	15.5	31.0	491.0	59.0	85.0	54.0	71.0	19.5	41.0	21.0	1079.50	

Firm Hours Worked by Category of Work

No.	Category	Hours
1	Case development, research, and investigation	191.5
2	Complaint research and drafting	15.5
3	Case Management Activities and Coordination (all related cases)	31.0
4	Written Discovery and Related Motion Work	491.0
5	Deposition of HD witnesses	59.0
6	Mediation and settlement (including preparation for mediation, attendance at mediation, negotiation of settlement terms, and preparation of settlement and exhibits thereto)	85.0
7	Motion for class certification	54.0
8	Motion to for summary judgment	71.0
9	Motion for settlement approval	19.5
10	Misc. Motion Work (motion to dismiss and reconsideration of same, oppose motions to intervene and stay)	41.0
11	Stipulations, protective orders, and other miscellaneous filings	21.0
TOTAL HOURS		1079.5

EXHIBIT 2

Selection Criteria

Clie.Selection Include: Sanchez v. Home Depot
Slip.Transaction Type Expense
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID Dates and Time Posting Status Description		Timekeeper Activity Client Reference	Units DNB Time	Rate Rate Info Bill Status	Slip Value
216127 8/31/2019 WIP Postage for August.	EXP	Craig Nicholas Postage Sanchez v. Home Depo	1	13.60	13.60
218193 10/23/2019 WIP Court fee to file Complaint, Civil Case Cover Sheet, and Original Summons- One Legal Invoice No. 12087868	EXP	Craig Nicholas Filing Sanchez v. Home Depo	1	459.31	459.31
218198 10/24/2019 WIP Fee to serve CSC, Paracorp , and CT Corporation- California Civil Process Invoice No. 3907679	EXP	Craig Nicholas Service Fee Sanchez v. Home Depo	1	35.45	35.45
220097 11/1/2019 WIP Postage and Copies for October	EXP	Craig Nicholas Postage Sanchez v. Home Depo	1	15.35	15.35
220138 11/1/2019 WIP Court fee to file Proof of Service of 30-day Summons & Complaint - Personal. One Legal Invoice No. 12096111	EXP	Craig Nicholas Filing Sanchez v. Home Depo	1	9.95	9.95
220134 11/30/2019 WIP Postage for November	EXP	Craig Nicholas Postage Sanchez v. Home Depo	1	8.75	8.75

11/8/2023
2:14 PM

NICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
220074	EXP	Craig Nicholas	1	17.50	17.50
12/1/2019		Miscellaneous			
WIP		Sanchez v. Home Depo			
SM - Online Research from bamsec.com					
220289	EXP	Craig Nicholas	1	35.75	35.75
12/1/2019		Service Fee			
WIP		Sanchez v. Home Depo			
Fee to serve - CA Civil Process Invoice No3668356 on 8/20/19					
221070	EXP	Craig Nicholas	1	0.65	0.65
1/1/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for December					
222103	EXP	Craig Nicholas	1	0.65	0.65
1/31/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for January					
222109	EXP	Craig Nicholas	1	8.40	8.40
1/31/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for January					
222219	EXP	Craig Nicholas	1	65.10	65.10
2/1/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
PACER					
222191	EXP	Craig Nicholas	1	684.00	684.00
2/25/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Southwest Airline Flight for Shaun Markely re deposition in Atlanta, Georgia on 2/26 - 2/27.					
222192	EXP	Craig Nicholas	1	151.28	151.28
2/25/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Hotel stay for Shaun Markley at Sheraton Atlanta re deposition in Atlanta, Georgia on 2/26 - 2/27.					
222262	EXP	Craig Nicholas	1	13.39	13.39
2/26/2020		Meal & Travel			
WIP		Sanchez v. Home Depo			
Lunch meal for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					

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NICHOLAS & TOMASEVIC, LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
222263	EXP	Craig Nicholas	1	10.41	10.41
2/26/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Snacks for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222264	EXP	Craig Nicholas	1	32.51	32.51
2/26/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Transportation for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222265	EXP	Craig Nicholas	1	8.00	8.00
2/26/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Travel hotel phone/internet for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222266	EXP	Craig Nicholas	1	13.32	13.32
2/27/2020		Meal & Travel			
WIP		Sanchez v. Home Depo			
Breakfast meal for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222267	EXP	Craig Nicholas	1	35.14	35.14
2/27/2020		Meal & Travel			
WIP		Sanchez v. Home Depo			
Lunch meal for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222268	EXP	Craig Nicholas	1	8.40	8.40
2/27/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Snacks for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222269	EXP	Craig Nicholas	1	56.24	56.24
2/27/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Transportation for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					
222270	EXP	Craig Nicholas	1	8.00	8.00
2/27/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Travel hotel phone/internet for Shaun Markley regarding Chris Barnaby in Atlanta, Georgia.					

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NICHOLAS & TOMASEVIC, LLP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
222248	EXP	Craig Nicholas	1	2.10	2.10
2/29/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for February					
222260	EXP	Craig Nicholas	1	62.20	62.20
2/29/2020		Photocopies			
WIP		Sanchez v. Home Depo			
Copying cost for February					
223173	EXP	Craig Nicholas	1	952.22	952.22
3/27/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Imagine Reporting Invoice No. 36912. Original					
Transcript of Christine Barnaby. NT paid in full.					
Glick Law reimbursed 50% with check no. 1283.					
223179	EXP	Craig Nicholas	1	0.80	0.80
3/31/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for March					
225932	EXP	Craig Nicholas	1	423.44	423.44
5/4/2020		Miscellaneous			
WIP		Sanchez v. Home Depo			
Vista Print postcards. Paid with CMN Citi card.					
Order No. 30W9T-T5A99-2F7.					
225016	EXP	Craig Nicholas	1	9.95	9.95
5/26/2020		Filing			
WIP		Sanchez v. Home Depo			
Court fee to file Case Management Statement,					
Proof of Service. One Legal Invoice No. 12376276					
225017	EXP	Craig Nicholas	1	9.95	9.95
5/26/2020		Filing			
WIP		Sanchez v. Home Depo			
Court fee to file Opposition- Other, Request for					
Judicial Notice, Proof of Service. One Legal Invoice					
No.12375799					
225917	EXP	Craig Nicholas	1	601.30	601.30
5/31/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for May					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
225984	EXP	Craig Nicholas	1	94.00	94.00
6/26/2020		Teleconference Fee			
WIP		Sanchez v. Home Depo			
Teleconference Fee for Status Conference.					
CourtCall ID 10671553					
226980	EXP	Craig Nicholas	1	3.20	3.20
7/31/2020		Postage			
WIP		Sanchez v. Home Depo			
Postage for July					
227837	EXP	Craig Nicholas	1	5.30	5.30
8/1/2020		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research- PACER Quarterly					
227867	EXP	Craig Nicholas	1	9.95	9.95
8/13/2020		Filing			
WIP		Sanchez v. Home Depo			
Court fee to file Case Management Statement,					
Proof of Service. One Legal Invoice No. 12489642.					
228320	EXP	Craig Nicholas	1	94.00	94.00
8/31/2020		Teleconference Fee			
WIP		Sanchez v. Home Depo			
Teleconference Fee. CourtCall ID 10827474.					
229213	EXP	Craig Nicholas	1	12.60	12.60
11/1/2020		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for the month of					
July-September- PACER.					
229238	EXP	Craig Nicholas	1	94.00	94.00
11/23/2020		Teleconference Fee			
WIP		Sanchez v. Home Depo			
Teleconference Fee for Demurrer. CourtCall ID					
10973600.					
230322	EXP	Craig Nicholas	1	8.00	8.00
4/1/2021		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for the month of					
January-March quarter. PACER					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
230652	EXP	Craig Nicholas	1	3.00	3.00
6/30/2021		Postage			
WIP		Sanchez v. Home Depo			
Postage					
230817	EXP	Craig Nicholas	1	17.00	17.00
7/1/2021		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Quarter 2 - PACER					
231062	EXP	Craig Nicholas	1	102.20	102.20
8/31/2021		Copying			
WIP		Sanchez v. Home Depo			
Copy Charges					
231308	EXP	Craig Nicholas	1	9.70	9.70
10/1/2021		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Quarter3 - PACER					
231279	EXP	Craig Nicholas	1	1.46	1.46
10/31/2021		Postage			
WIP		Sanchez v. Home Depo			
Postage					
231832	EXP	Craig Nicholas	1	2.90	2.90
1/1/2022		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Q4 - PACER					
232393	EXP	Craig Nicholas	1	7.90	7.90
5/1/2022		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Q1 - PACER					
232747	EXP	Craig Nicholas	1	2.79	2.79
7/1/2022		Postage			
WIP		Sanchez v. Home Depo			
Postage					
232836	EXP	Craig Nicholas	1	15.60	15.60
7/1/2022		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Q2. PACER					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client		Bill Status	
Description		Reference			
233363	EXP	Craig Nicholas	1	11.60	11.60
10/1/2022		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Q3 - PACER					
233884	EXP	Craig Nicholas	1	1.30	1.30
1/1/2023		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Q4 - PACER					
233916	EXP	Craig Nicholas	1	5.76	5.76
1/31/2023		Postage			
WIP		Sanchez v. Home Depo			
Postage					
234256	EXP	Craig Nicholas	1	85.40	85.40
2/16/2023		Miscellaneous			
WIP		Sanchez v. Home Depo			
Payment Made to One Legal. Invoice #14344981					
234271	EXP	Craig Nicholas	1	2.00	2.00
3/21/2023		Miscellaneous			
WIP		Sanchez v. Home Depo			
Receipt for copy of minute order re 3/10/10/23					
motion for preliminary approval hearing.					
234435	EXP	Craig Nicholas	1	1.10	1.10
4/1/2023		Online Research			
WIP		Sanchez v. Home Depo			
Online legal research for Q1 - PACER					
234844	EXP	Craig Nicholas	1	5.00	5.00
6/26/2023		Miscellaneous			
WIP		Sanchez v. Home Depo			
Copy of amended order granting preliminary					
approval of class settlement					
Grand Total					
		Billable	0.00		4348.87
		Unbillable	0.00		0.00
		Total	0.00		4348.87