



1060 Aviation Blvd. Suite 100 ♦ Hermosa Beach, California 90254 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

January 30, 2026

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

HOME DEPOT U.S.A., INC.
2455 Paces Ferry Road B3
Atlanta, Georgia 30339-4024

MARK TOMLINSON
c/o Home Depot
2455 Paces Ferry Road B3
Atlanta, Georgia 30339-4024

CARRIE GARCIA
c/o Home Depot
2455 Paces Ferry Road B3
Atlanta, Georgia 30339-4024

CRISTINA ABEYTA
c/o Home Depot
2455 Paces Ferry Road B3
Atlanta, Georgia 30339-4024

Re: *Haynes v. Home Depot U.S.A., Inc. et al.*

Dear Home Depot U.S.A., Inc., Mark Tomlinson, Carrie Garcia, and Cristina Abeyta:

This office represents Erin Haynes. We are informing you of our representation and ask that all further communication regarding this matter be directed to our office.

I. FACTS & NATURE OF THE DISPUTE

This is an employer-employee related dispute. Plaintiff is seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 et seq., including full

restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

Defendants Mark Tomlinson, Carrie Garcia, and Cristina Abeyta are individuals who, at all times relevant herein, acted on behalf of Defendant Home Depot U.S.A., Inc. and exercised supervisory authority and control over Plaintiff's wages, hours, and working conditions. Defendant Mark Tomlinson served as a Front End Supervisor. Defendant Carrie Garcia served as an ASDS/HR Supervisor and schedule writer. Defendant Cristina Abeyta served as an Operations Manager. Each of these individual Defendants is personally liable under Labor Code section 558.1 for all wage and hour violations as they acted on behalf of the employer and violated or caused to be violated provisions regulating minimum wages and hours of work.

This action is on behalf of Plaintiff and other aggrieved employees to recover wages from Defendants due to Defendants' failure to provide compliant meal breaks and rest periods (or pay the statutory compensation due), failure to pay for all hours worked (off-the-clock work), failure to pay minimum wages, failure to reimburse business expenses, failure to provide accurate wage statements, failure to allow inspection of employment records, and unfair competition.

Defendants have violated the law with respect to Plaintiff and other current and former aggrieved employees. These violations are set forth in Section II below. Plaintiff seeks compensatory, statutory, declaratory and injunctive relief to compensate her and other aggrieved employees for wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Defendants on behalf of herself and other aggrieved employees. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims on behalf of herself and other aggrieved employees include, but are not limited to:

A. FAILURE TO PROVIDE MEAL PERIODS (Labor Code §§226.7, 512; IWC Wage Order No. 7)

Defendants intentionally and improperly failed to afford Plaintiff and other aggrieved employees uninterrupted thirty (30) minute meal periods as required by law. Plaintiff was entitled to one uninterrupted 30-minute meal break per shift, to be taken before the fifth hour of work. Although Plaintiff clocked out and in for her meal breaks, her meal breaks were interrupted almost every day when she was required to answer the phone or walkie-talkie while clocked out for her meal period. Defendants were aware that Plaintiff and other aggrieved employees were performing work duties during meal breaks due to understaffing and customer demands, yet failed to provide compliant uninterrupted meal periods. Defendants did not provide premium pay for their failure to afford compliant meal periods. Defendants Mark Tomlinson, Carrie Garcia, and Cristina Abeyta, as supervisory employees and managing agents with knowledge of these meal period violations, are personally liable under Labor Code section 558.1.

By virtue of Defendants' unlawful failure to provide meal periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

B. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(Labor Code §226.7; IWC Wage Order No. 7)

Defendants intentionally and improperly failed to authorize and permit Plaintiff and other aggrieved employees to take ten (10) minute rest breaks for every four hours worked or major fraction thereof. Although Plaintiff was provided two 15-minute rest breaks per day, Plaintiff's rest breaks were interrupted at least once a day by work duties. Defendants knowingly permitted and required Plaintiff and other aggrieved employees to perform work during rest periods due to staffing shortages and workload demands. Defendants did not provide premium pay for their failure to afford compliant rest periods. Defendants Mark Tomlinson, Carrie Garcia, and Cristina Abeyta, as supervisory employees and managing agents with knowledge of these rest period violations, are personally liable under Labor Code section 558.1.

By virtue of Defendants' unlawful failure to provide rest periods to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PAY FOR ALL HOURS WORKED
(Labor Code §§204, 1194, 218.5)

Defendants willfully failed to pay Plaintiff and other aggrieved employees for all hours worked. Specifically, as a Head Cashier responsible for opening the store, Plaintiff was required to arrive early to open the store and obtain money from designated areas before the store opened. Plaintiff may not have been able to clock in for this early arrival time, resulting in unpaid off-the-clock work. Defendants required or permitted Plaintiff and other aggrieved employees to work off-the-clock without compensation in violation of California law.

By virtue of Defendants' unlawful failure to pay for all hours worked to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO PAY MINIMUM WAGE
(Labor Code §§1194, 1197; IWC Wage Order No. 7)

Defendants willfully failed to pay Plaintiff and other aggrieved employees the applicable California minimum wage rates. Due to Defendants' failure to provide

required meal and rest breaks, failure to pay for all hours worked including off-the-clock work, and the resulting unpaid work time, Plaintiff's and other aggrieved employees' effective hourly rate fell below the applicable California minimum wage in violation of Labor Code sections 1194 and 1197 and IWC Wage Order No. 7. When unpaid hours are factored into Plaintiff's compensation, her effective rate of pay was below minimum wage for certain pay periods during her employment.

By virtue of Defendants' unlawful failure to pay minimum wages to Plaintiff and other aggrieved employees, Plaintiff and other aggrieved employees have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and other aggrieved employees, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

E. FAILURE TO REIMBURSE BUSINESS EXPENSES
(Cal. Labor Code §2802)

Defendants were aware that Plaintiff was using her personal cellphone for work-related purposes, including coordinating with other employees and receiving work communications, but failed to indemnify Plaintiff for all her business-related expenses, in accordance with Labor Code §2802. Defendants also required Plaintiff to purchase uniforms and clothing for work purposes. Plaintiff spent approximately \$300 per year on uniform and clothing items required by Defendants and was not reimbursed for these necessary business expenses.

Upon information and belief, other aggrieved employees have similarly been required to use their personal property for work-related purposes without proper reimbursement. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants maintained a practice of not reimbursing Plaintiff and other aggrieved employees for work-related expenses that they incurred in using their personal cellphones and purchasing required uniforms and clothing for work-related purposes.

Plaintiff and other aggrieved employees suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties.

F. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226)

Defendants failed to provide Plaintiff and other aggrieved employees with accurate itemized wage statements that properly itemized all required information. Because Defendants failed to pay for all hours worked and failed to pay meal and rest period premiums as required by law, the wage statements issued to Plaintiff and other aggrieved employees failed to accurately reflect all hours worked, all wages earned, and applicable rates in violation of Labor Code §226(a). The wage statements were therefore inaccurate and incomplete.

This violation of Labor Code §226 has caused damages to Plaintiff and other aggrieved employees that are difficult to estimate. Plaintiff and other aggrieved employees are entitled to statutory penalties available under Labor Code §226.

G. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

Defendants failed to allow Plaintiff and other aggrieved employees to inspect and copy their employment records as required by Labor Code §1198.5. On or about November 10, 2025, Plaintiff demanded in writing access to her employment records. Despite written demands for access to employment records, Defendants have refused to produce such records, denying Plaintiff and other aggrieved employees their statutory right to review their personnel files, payroll records, and other employment-related documentation.

By virtue of Defendants' unlawful failure to provide access to employment records, Plaintiff and other aggrieved employees have been required to retain legal assistance and have incurred costs and expenses to exercise and enforce their statutory rights. Plaintiff and other aggrieved employees are entitled to penalties and attorney's fees as provided by Labor Code §1198.5.

H. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from Plaintiff and other aggrieved employees and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and other aggrieved employees. All the acts described are violations of, among other things, the Labor Code and IWC Wage Order No. 7, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

Plaintiff and other aggrieved employees are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiff and other aggrieved employees have been deprived by means of the above-described unfair and unlawful business practices.

I. ADDITIONAL PENALTIES
(Violations of Labor Code §§201-204, 510, 512, 1194, 1197, 2802, 226.7)

Plaintiff intends to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is positioned above the printed name.

Kevin A. Lipeles, Esq.