



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Jeffrey Jimenez, Esq.
jeffrey@protectionlawgroup.com
424.290.3095

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VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAFilings@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Maria Carranza v. Home Depot U.S.A., Inc.

Dear Representative:

This office represents Maria Carranza (“**Ms. Carranza**” or “**Employee**”) with respect to her claims under the California Labor Code against Home Depot U.S.A., Inc. (“**Employer**”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Ms. Carranza from approximately November 2019 to November 2024, as a non-exempt, hourly paid employee. During her employment with Employer, Ms. Carranza was paid approximately \$23.98 per hour. During her employment with Employer, Ms. Carranza was employed as a Warehouse Associate at Employer’s location at 2055 Industrial Drive, Stockton, CA 95206. Her primary duties included shipping, receiving, and storing products. Employer is a multinational home improvement retail corporation.

Ms. Carranza intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Ms. Carranza is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California’s wage and hour laws during Ms. Carranza’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 6300, *et seq.*, and the Industrial Welfare Commission Wage Orders (“**IWC Wage Order**”) including *inter alia*, IWC Wage Orders Nos. 7 and 9. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Ms. Carranza and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Ms. Carranza and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Ms. Carranza and Aggrieved Employees with adequate training as to the



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payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Ms. Carranza and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Carranza and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Ms. Carranza and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Carranza and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

For example, Ms. Carranza was going through security checks twice a day: once before clocking-in and once after clocking-out. She also performed work during unpaid meal and rest periods. Some of this work should have been compensated at the appropriate overtime rate. During Ms. Carranza's employment, Ms. Carranza was entitled to and was paid non-discretionary bonuses. However, Employer did not calculate sales bonuses into Ms. Carranza's and the Aggrieved Employees' appropriate overtime rate.

In addition to requiring Ms. Carranza and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Ms. Carranza and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Ms. Carranza and Aggrieved Employees, which resulted in a failure to pay Ms. Carranza and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Ms. Carranza and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Ms. Carranza and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Orders Nos. 7 and 9, and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Ms. Carranza and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Orders Nos. 7 and 9; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Ms. Carranza and Aggrieved Employees with legally-compliant 30-minute meal periods. Ms. Carranza and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with timely uninterrupted 30-minute meal periods. Further, Ms. Carranza and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they



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worked over ten (10) hours per day. Employer regularly required Ms. Carranza and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Carranza and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

For instance, Ms. Carranza consistently did not receive her second meal periods when she worked shifts over 10 hours. Ms. Carranza was constantly interrupted during her meal periods to attend to Employer's work-related matters. Additionally, Employee and Aggrieved Employees could not leave premises for lunches due to direct prohibition from her supervisors.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Carranza and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Ms. Carranza and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Ms. Carranza and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Carranza and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Ms. Carranza and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Carranza and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Ms. Carranza and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Orders Nos. 7 and 9, and California Labor Code sections 226.7, 512(a) and 1198.

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Ms. Carranza and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Ms. Carranza and Aggrieved Employees to work through rest periods.



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Ms. Carranza and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Ms. Carranza and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short.

For instance, Ms. Carranza was constantly interrupted during her rest break periods by Employer's management providing instructions and assignments for work-related tasks. Ms. Carranza's rest break periods were often cut short due to the same reason. When Ms. Carranza worked shifts more than ten (10) hours, Employer forced her to miss her third rest break. Moreover, Ms. Carranza and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Carranza and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Ms. Carranza and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Ms. Carranza and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Carranza and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Ms. Carranza and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Carranza and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Ms. Carranza and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Orders Nos. 7 and 9 and California Labor Code sections 226.7, and 1198.

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Orders No. 7 and 9; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Ms. Carranza and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime



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compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Carranza and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Ms. Carranza and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Orders Nos. 7 and 9, and California Labor Code sections 1198.5 and 1174(d).

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Orders Nos. 7 and 9; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. UNLAWFUL DEDUCTION, WITHHOLDING, OR COLLECTION OF WAGES PAID

California Labor Code section 221 provides that it is "unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." IWC Wage Orders Nos. 7 and 9 further provide that "No employer shall collect or deduct from any employee any part of the wage that are paid unless such deductions are allowed by law."

Despite this, Employer implemented a policy that allowed Employer to deduct sales bonuses from Employee and Aggrieved Employees. Employer's policy allowing for deduction of wages does not comport with any exception enumerated in California Labor Code section 224, and is therefore unlawful under California law.

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to Labor Code section 225.5; penalties pursuant to IWC Wage Orders Nos. 7 and 9; and attorneys' fees and costs.



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8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Ms. Carranza and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Ms. Carranza and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Ms. Carranza and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Ms. Carranza and Aggrieved Employees for meal period premiums, and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Ms. Carranza and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of the State of California and all Aggrieved Employees, Ms. Carranza may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

Jeffrey Jimenez

Notice provided to Employer via Certified Mail (9414 7111 0549 5894 6224 75)

Home Depot U.S.A., Inc.

Attn.: Agent for Service of Process, CSC - Lawyers Incorporating Service

2710 Gateway Oaks Drive# 150

Sacramento, CA 95833