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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

DOUGLAS PATTON, on behalf of the
State of California, as a private attorney
general, and as an individual, on behalf of
himself and on behalf of all persons
similarly situated, and SALVADOR
REYNOSA, JR., an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HOME DEPOT U.S.A., INC., a
Corporation; and Does 1 through 50,
Inclusive,

Defendants.

Case No. 21CV387956

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: September 26, 2024

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated April 5, 2024]

Judge: Hon. Charles F. Adams

Dept.: 7

Action Filed: October 13, 2021

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Salvador Reynosa, Jr. and Douglas Patton ("Plaintiffs") in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein. This declaration is being submitted in support to the Plaintiff's motion for final approval
7 of the class settlement, including attorneys' fees, costs and service award.

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta, Advanced Home
17 Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security,
18 California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells
19 Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class
20 Counsel have been approved as experienced class counsel during contested motions in state and federal
21 courts throughout California. It is this level of experience which enabled the firm to undertake the instant
22 matter and to successfully combat the resources of the defendants and their capable and experienced
23 counsel. Class Counsel have participated in every aspect of the settlement discussions and have concluded
24 the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the First Amended Class Action and PAGA Settlement Agreement
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1 (the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Dejon
2 Enterprises, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which
3 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
4 Maximum Settlement Amount is One Million One Hundred Twelve Thousand and Five Hundred U.S.
5 Dollars (\$1,112,500) (the "Maximum Settlement Payment") to be paid by Defendant, as set forth in the
6 Agreement. Under the Settlement, the Maximum Settlement Payment consists of the following elements:
7 (1) payment of the Settlement Payments to the Settlement Class Members; (2) Court-approved attorneys’
8 fees and litigation costs; (3) Settlement Administration Expenses; (4) the Service Enhancements to
9 Plaintiffs; and (5) the PAGA Penalty Allocation payment. (Agreement at ¶ 37.)

10 (b) The Maximum Settlement Payment does not include Defendant’s share of payroll taxes.
11 (Agreement at ¶ 37.) The Maximum Settlement Payment shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ 79.)

13 (c) Within twenty-one (21) days after the Settlement Effective Date, Defendant shall
14 deposit the Maximum Settlement Payment with the Depository Bank. (Agreement at ¶ 95.) The
15 distribution of Settlement Payments to Settlement Class Members along with the other Court-approved
16 distributions shall be made by the Settlement Administrator within thirty (30) days after the Settlement
17 Effective Date. (Agreement at ¶ 104.)

18 (d) The amount remaining in the Maximum Settlement Payment after the deduction of
19 Court-approved amounts for Class Counsel's attorneys' fees and litigation costs as approved by the Court,
20 Settlement Administration Expenses, the Reserve Fund, the LWDA Penalty Amount as approved by the
21 Court, the PAGA Group Payment, Service Enhancement to the Class Representatives as approved by the
22 Court (called the “Net Settlement Amount”) shall be allocated to Class Members as their Settlement
23 Payments. (Agreement at ¶¶ 38, 67 and 103.) From the Net Settlement Amount, the Settlement Payment
24 for each Settlement Class Member means the Settlement Class Member Share multiplied by the Net
25 Settlement Amount less applicable taxes. (Agreement at ¶ 67.) “Settlement Class Member Share” means
26 the Workweeks worked by the Settlement Class Member during the Class Period divided by the aggregate
27 number of Workweeks worked by the Settlement Class during the Class Period. (Agreement at ¶ 46.)

1 Workweeks will initially be based on Defendant's records; however, Class Members will have the right
2 to challenge the number of Workweeks.

3 (e) Class Members could opt-out of the Settlement by following the directions in the Class
4 Notice. (Agreement at ¶ 82, Ex. A.) All Class Members who do not "opt out" will be deemed Settlement
5 Class Members who will be bound by the Settlement and will be entitled to receive a Settlement Payment.
6 (Agreement at ¶ 63.) All PAGA Group Members, including those who submit an opt-out request, will
7 still be paid their allocation of the PAGA Penalty Allocation and will remain subject to the release of the
8 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶ 82.) Finally, the Class
9 Notice will advise the Class Members of their right to object to the Settlement. (Agreement at ¶ 83, Ex.
10 A.)

11 (f) A Settlement Class Member must cash his or her Settlement Payment check within
12 180 days after it is mailed. (Agreement at ¶ 106.) Any settlement checks not cashed within 180 days will
13 be voided and any funds represented by such checks to the California Controller's Unclaimed Property
14 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
15 of California Code of Civil Procedure Section 384 (b). (Agreement at ¶ 106.)

16 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. The
17 Settlement Administrator will be paid for settlement administration in an amount not to exceed \$60,000.
18 (Agreement at ¶ 60.)

19 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
20 not to exceed one-third of the Maximum Settlement Payment, as the Class Counsel attorneys' fees.
21 (Agreement at ¶ 79.) Class Counsel will also be allowed to apply separately for an award of litigation
22 costs. (Agreement at ¶ 79.) Class Counsel's litigation costs are estimated to not exceed \$50,500. Subject
23 to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs
24 as the Service Enhancements. (Agreement at ¶¶ 59, 79.) In support of this separate motion for attorneys'
25 fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for
26 these requests, including lodestar.

27 (i) Subject to Court approval, Twenty Thousand Dollars (\$20,000) will be paid from the
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1 Maximum Settlement Payment for PAGA Penalty Allocation under the California Private Attorneys
2 General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of
3 Labor Code § 2699(i), the PAGA Penalty Allocation shall be allocated as follows: 75% shall be allocated
4 to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25%
5 allocated to the PAGA Group Member Amounts to the PAGA Group Members based on the number of
6 their respective PAGA Pay Periods. (Agreement at ¶¶ 36, 43, 46.) As set forth in the accompanying proof
7 of service, the LWDA has been served with this motion and the Agreement.

8 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
9 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
10 is fair, adequate, and reasonable. (Preliminary Approval Order at 9:22-24.) In sum, the Settlement valued
11 at \$1,112,500 is an excellent result for the Class. This result is particularly favorable in light of the fact
12 that liability and class certification in this case were far from certain in light of the defenses asserted by
13 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
14 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
15 reasonable and adequate, and should be finally approved.

16
17 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
18 dated April 5, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
19 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 5,
20 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
21 each class member with the terms of the Settlement, including notice of the claims at issue and the
22 financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being
23 sought, how individual settlement awards would be calculated, and the specific, estimated payment
24 amount to that individual. See Declaration of Nathalie Hernandez ("Hernandez Decl.") at ¶ 7, Exh. A.
25 In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
26 its Preliminary Approval Order. Significantly, there have been no objections and no requests for
27 exclusion. Hernandez Decl. at ¶¶ 11-12. As such, the entire Class will participate in the Settlement and
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1 will be sent a settlement check. See Hernandez Decl. at ¶¶ 13-14.

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3 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
4 Class Members were not properly paid all minimum and overtime wages for hours worked, were not
5 provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
6 for required expenses, were not provided accurate itemized wage statements, were not paid all wages at
7 the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any
8 other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue
9 of the foregoing claims.

10
11 6. Procedural History of the Litigation

12 (a) On January 26, 2021, Plaintiff Salvador Reynosa, Jr. filed a putative class action against
13 Home Depot U.S.A., Inc. in Riverside County Superior Court on behalf of all non-exempt employees of
14 Home Depot who worked in a California Distribution Center. This complaint was removed to federal
15 court, Eastern District of California, Case No. 2:21-CV-01096-WBS-KJN. The complaint alleged claims
16 for: 1) unfair competition in violation of the California Business & Professions Code section 17200, et
17 seq.; 2) failure to pay overtime wages in violation of Labor Code section 510, et seq.; 3) failure to pay
18 minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1; 4) failure to provide
19 compliant meal periods in violation of Labor Code sections 226.7 and 512, and the applicable IWC wage
20 order; 5) failure to provide compliant rest periods in violation of Labor Code sections 226.7 and 512, and
21 the applicable IWC wage order; 6) failure to reimburse employee for required business expenses in
22 violation of Labor Code section 2802; and 7) failure to provide wages when due in violation of Labor
23 Code sections 201, 202, and 203. Home Depot removed the complaint to Central District of California
24 under the Class Action Fairness Act, and the case was then transferred to the Eastern District of
25 California.

26 (b) On July 29, 2021, Plaintiff Patton filed with the LWDA and served on Defendant a notice
27 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
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1 on behalf of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). Plaintiff Patton
2 filed a PAGA representative action based on this notice letter in Santa Clara County Superior Court on
3 October 13, 2021, Case No. 21CV387956. On May 10, 2022, Plaintiff Patton gave an amended notice
4 to the State of an additional Labor Code violation based on the purported failure to properly regulate
5 temperature at the worksite in violation of applicable regulations. On August 17, 2022, Plaintiff Patton
6 filed a First Amended Representative Action Complaint adding claims related Defendant's failure to
7 maintain temperature in each work area that provides reasonable comfort consistent with industry-wide
8 standards in compliance with California Code of Regulations, Title 8 Section 1 1070(15) to this Action.

9 (c) On December 28, 2023, Plaintiffs filed a Second Amended Class and Representative
10 Complaint (referred to herein as the "Operative Complaint") in this Action that embraces all claims
11 pleaded in the *Patton* PAGA Action, the *Patton* Class Action, any notices Class Representatives provided
12 to the state pursuant to PAGA, and all enumerated claims in the Released Class Claims or the PAGA
13 Released Claims.

14 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
15 production of documents, class data, and other information, allowing for the full and complete analysis
16 of liabilities and defenses to the claims in the Action. The Parties performed extensive discovery and
17 depositions of Plaintiffs as well as corporate representatives of Defendant were taken, along with informal
18 discovery, which included the production and analysis of hundreds of pages of documents. The
19 information for mediation obtained by Plaintiff included: (1) data concerning the class composition; (2)
20 payroll data; (3) Defendant's wage and hour policies and job descriptions; (4) the employment file for
21 the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel
22 received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the
23 valuations of the claims for the Class.

24 (e) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
25 to mediation, the Parties engaged in the above investigation and the exchange of documents and
26 information in connection with the Action. On November 14, 2022, the Parties participated in an all-day
27 mediation presided over by Jeff Ross, a respected and experienced mediator of wage and hour class
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1 actions. After months of negotiations involving Mr. Ross, the Parties reached a global settlement and
2 fully executed a memorandum of understanding regarding material settlement terms on April 14, 2023.
3 The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times,
4 the negotiations were arm's length and contentious.

5 (f) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
6 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
7 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
8 among other things, that it has properly compensated the Class Members and complied at all times with
9 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
10 Defendant contends that class certification is inappropriate for any reason other than for settlement.
11 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend that
12 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
13 certification.

14 (g) Without admitting that class certification is proper, Defendant has stipulated that the above
15 Class may be certified for settlement purposes only. (Agreement at ¶¶ 74, 76.) The Parties agree that
16 certification for settlement purposes is not an admission that class certification is proper. Further, the
17 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
18 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
19 requisites for establishing class certification with respect to the Class are satisfied.

20 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
21 the course of three years, Class Counsel diligently evaluated the Class Members' claims against
22 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with all
23 necessary information for the Class and the claims alleged. In addition, Class Counsel previously
24 negotiated settlements with other employers in actions involving nearly identical issues and analogous
25 defenses. Based on the foregoing data and their own independent investigation, evaluation and
26 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
27 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
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1 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
2 potential appellate issues.

3
4 7. History of Settlement Discussions

5 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
6 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
7 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
8 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
9 Class Claims of the Class in accordance with this Settlement. Class Counsel are experienced and
10 qualified to evaluate the class claims, the defenses asserted, and the risks and benefits of trial and
11 settlement, and Class Counsel are particularly experienced in wage and hour employment class actions,
12 as Class Counsel has previously litigated and certified similar claims against other employers.

13 (b) The Parties attended an arms-length mediation session with Jeff Ross, a respected and
14 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
15 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
16 Class, including payroll data and information concerning the composition of the Class. Plaintiffs
17 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted
18 a mediation brief and damage valuation to the Mediator. After months of negotiations involving Mr.
19 Ross, the Parties reached a global settlement and fully executed a memorandum of understanding
20 regarding material settlement terms on April 14, 2023. The final settlement terms were negotiated and
21 set forth in the Agreement now presented for this Court's approval.

22 (c) From April 2023 to November 2023, the settlement agreement and exhibits thereto were
23 finalized and executed, and then presented by motion to this Court for preliminary approval. On April
24 5, 2024, the Court issued its Order granting preliminary approved of the settlement as fair and reasonable
25 to the Class.

26 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
27 my judgment as experienced Class Counsel, this Settlement should be finally approved.

1 8. The outcome of this case would have been uncertain and fraught with risks.

2 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
3 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
4 applicable Labor laws. Defendant argued that all work time was properly recorded and paid for and that
5 there was no miscalculation of the regular rate. Defendant contends that its meal and rest period policies
6 fully complied with California law, and Defendant did not fail to provide the opportunity for legally
7 required rest breaks. As to meal periods, Defendant established that it paid meal period premiums for
8 more missed meal periods than violations. Further, as to meal and rest periods, the Defendant could argue
9 that the *Barragan* settlement, which received final approval in December 2023, released all such claims.
10 As to expense reimbursement, Defendant contended that it did not fail to provide reimbursement for
11 necessary business expenses and that claimed expenses were incurred voluntarily and/or for the
12 convenience of employees and is therefore not required reimbursement. Defendant argued that the
13 decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*,
14 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021),
15 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
16 claims. Defendant also argues that based on its facially lawful practices, it acted in good faith and
17 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
18 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
19 any recovery to the Class. While Plaintiffs believes that these defenses could be overcome, Defendant
20 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

21 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
22 to obtain class certification and thereby not recover on behalf of any employees other than himself.
23 Defendant argued that the individual experience of each putative class member varied with respect to the
24 claims. Defendant could also contest class certification by arguing injury and good faith were case-by-
25 case determinations that precluded class certification. Plaintiffs are aware of other cases where class
26 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
27 (denying certification of rest break claims). Finally, even if class certification was successful, as
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1 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
2 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
3 been certified. While other cases have approved class certification in wage and hour claims, class
4 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

5 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
6 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
7 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
8 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
9 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
10 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
11 and length of continuing to litigate and trying this Action against Defendant and then litigating possible
12 appeals which could take several years. Class Counsel has also taken into account the uncertain outcome
13 and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also
14 mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims
15 asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs
16 would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits
17 of an ultimate victory. Plaintiffs and Class Counsel believe that the Settlement confers substantial
18 benefits upon the Class. Based upon their evaluation, Plaintiffs and Class Counsel have determined that
19 the Settlement set forth in the Agreement is in the best interest of the Class.

20 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
21 to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug and the Supplemental
22 Declaration of Kyle Nordrehaug, filed in support of preliminary approval, which discussed the value of
23 the class claims in detail, the Maximum Settlement Amount compares favorably to the value of the
24 claims. The calculations to compensate for the amount due to the Class Members at the time this
25 Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of
26 mediation. Class Counsel analyzed the data for putative class members and determined the potential
27 maximum damages for the class claims. For the Class, the value of the regular rate claim was calculated
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1 to be \$0 because it was released by the *Barragan* settlement, the maximum value of the claim for unpaid
2 wages due to the alleged rounding practices rate was \$700,134, the maximum potential damages for
3 underpaid meal period premiums were estimated to be \$0 because Defendant paid more meal period
4 premiums than potential violations in the records, the maximum potential rest period damages were
5 estimated to be \$3,378,955 based upon one missed rest period per month, and the maximum potential
6 damages for failure to provide expense reimbursement were calculated to be \$834,310. In total, the
7 damages for the Class were calculated to have a maximum potential total value of \$4,913,399. In
8 addition, Plaintiff calculated that the maximum value of the potential waiting time penalties could have
9 been \$1,368,000 for the period prior to March 31, 2021 not covered by *Barragan*, however by the time
10 of this hearing, waiting time penalties will be valued at \$0 because this claim is being released by the
11 *Utne* Settlement, which is a \$72 million settlement for which final approval is being heard in February
12 2024. The maximum value of the potential wage statement penalties were \$0 because this claim was
13 released by the *Barragan* settlement.¹ Defendant vigorously disputed Plaintiffs' calculations and exposure
14 theories. Consequently, the Maximum Settlement Payment represents more than 22% of the potential
15 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in full
16 at trial.² Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo*
17 *v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for
18 waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum
19 calculations should then be adjusted in consideration for both the risk of class certification and the risk
20 of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to the

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22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
27 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
28 as to whether and when the wages were due.").

29 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include the
30 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
31 Declaration of Nordrehaug at ¶ 33, filed in support of the Motion for Preliminary Approval.

1 potential value of the claims, the Settlement is most certainly fair and reasonable.³ Clearly, the goal of
2 this litigation has been met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. Currently, the maximum and average class member
6 allocation are \$230.57 and \$48.70, respectively. *See Hernandez Decl.* ¶ 14. Given the complexities of
7 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
8 reasonable and adequate, and should be finally approved.

9 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
10 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
11 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
12 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
13 Plaintiffs' case and the risk of establishing class wide liability and damages.

14
15 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

16 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should**
17 **Be Enforced**

18 (a) Class Counsel successfully negotiated a class action settlement which provides for a
19 common fund settlement to be paid by Home Depot U.S.A., Inc. ("Defendant") to the Class in the amount
20 of One Million One Hundred Twelve Thousand and Five Hundred U.S. Dollars (\$1,112,500) (the
21 "Maximum Settlement Payment"). (Agreement at ¶ 37.) As part of the settlement, the parties agreed to

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23
24 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

1 an award of attorneys' fees equal to one-third (1/3) of the Maximum Settlement Amount as the Class
2 Counsel Fees Payment. (Agreement at ¶ 79(a).) By this motion, Class Counsel respectfully requests
3 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Maximum Settlement
4 Amount.

5 (b) In the class action context, that means "attempting to award the fee that informed
6 private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
7 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
8 of the Maximum Settlement Payment. Such bargaining is obviously the best measure of the market for
9 fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees
10 in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
11 market value of the award requested.

12 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
13 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
14 counsel for each of the parties as part of the Settlement.

15
16 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
17 Created for the Benefit of the Class

18 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
19 one-third of the Maximum Settlement Amount of \$1,112,500, which equals \$370,833 for attorneys' fees.
20 As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable
21 litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$50,500.
22 Finally, Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payment in
23 the amount of \$10,000 each, as their service awards under the Agreement.

24 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases
25 involving a significant contingent risk such as this one. Our legal system places unique reliance on
26 private litigants to enforce substantive provisions of employment law through class actions. Therefore,
27 attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in
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1 private bargaining that takes place in the legal market place.

2 (c) There is a substantial difference between the risk assumed by attorneys being paid by
3 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to
4 the bank with his fee. The attorney working on a contingent basis can only log hours while working
5 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
6 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
7 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
8 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
9 financial burden of private enforcement makes the requested award appropriate. This case was litigated
10 on a contingent basis for more than a year, with all of the risk factors inherent in such an uncertain
11 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations
12 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
13 applied to the fee award.

14 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
15 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
16 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
17 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
18 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
19 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
20 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
21 multiplier approved in other cases.

22 (e) At the time this case was brought, the result was far from certain as discussed above
23 at paragraphs 8(a) and 8(b).

24 (f) The Settlement was possible only because Class Counsel was able to convince
25 Defendant that Plaintiffs could potentially prevail on the contested issues regarding liability, maintain
26 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need
27 be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and
28

1 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated
2 by the vigorous defense presented by counsel for Defendant. Over the more than a year of litigation, Class
3 Counsel was required to invest substantial time and resources in investigation, litigation, the
4 determination of potential damages and communicating with and responding to opposing counsel's and
5 class members' requests and inquiries.

6 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
7 compensable hourly work on other cases to devote the necessary time and resources to this contingent
8 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
9 fee work in this case which could potentially have paid nothing.

10 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
11 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
12 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
13 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
14 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
15 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
16 Counsel advanced more than \$50,000 in costs which could not have been recovered if this case had been
17 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
18 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
19 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
20 Plaintiffs also support the requested awards.

21 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
22 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
23 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$370,833
24 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
25 records for Class Counsel evidence that through September 4, 2024, Class Counsel's total lodestar is
26 \$544,312.50, with additional fees still to be incurred to complete final approval and the settlement
27 process. The requested fee award is therefore significantly less than Class Counsel's total lodestar,
28

1 representing a “negative multiplier” of less than 0.7. Such a negative multiplier is well below the range
2 of positive multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As a result, this Court may
3 conclude that the requested award is fair and reasonable and is justified under California law.

4 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
5 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
6 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
7 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
8 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
9 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
10 discouraged from prosecuting similar cases.

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
12 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
13 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
14 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
15 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
16 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
18 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
19 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
20 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
21 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*

23 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
24 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
25 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
26 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
27 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
28 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
2.52 as “fair and reasonable); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
2 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
3 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
4 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
5 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
6 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
7 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
8 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
9 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
10 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
11 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
12 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
13 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
14 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
15 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
16 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
17 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
18 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
19 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
20 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
21 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
22 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
23 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
24 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
25 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
26 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
27 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
28

1 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
2 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
3 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
4 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
5 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
6 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
7 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
8 a wage and hour class settlement.

9 12. The contemporaneous billing records for Class Counsel evidence that Class Counsel's
10 total lodestar is \$544,312.50, with additional fees still to be incurred to complete final approval and the
11 settlement process. The requested fee award is therefore significantly less than Class Counsel's total
12 lodestar, representing a "negative multiplier" of less than 0.7. From December 15, 2020 to September
13 4, 2024, my firm worked on these claims for over 763 hours, with hourly rates for attorneys ranging from
14 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$544,312.50. A detailed
15 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
16 Exhibits #3, 4, 5 and 6.⁵ In addition, Class Counsel will be performing significant additional work that
17 is not included in this lodestar amount, including finalizing the final approval motion, attending the
18 hearing on final approval, and monitoring completion of the settlement process. I expect this additional
19 work will result in \$10,000 to \$20,000 in additional lodestar for my firm. The rates charged by my firm
20 are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this
21 were a commercial matter, these are the charges that would be made and presented to the client. My
22 firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for
23 Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit
24 #7. These hourly rates have been approved by Court's throughout California, including the Courts in the

25
26 ⁵ My firm switched billing systems in June 2022, so Exhibits #3 and 4 contains the billing for
27 inception to June 2022, and Exhibits #5 and 6 contain the billing from June 2022 to September 4, 2024.
28 In addition, separate billing was maintained for the *Patton* and the *Reynosa* matters, which have now
been consolidated into the Second Amended Complaint and are being settled together.

1 Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found
2 that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
3 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
4 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
5 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
6 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
7 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
8 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
9 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
10 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
11 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
12 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
13 Counsel, had historical rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
14 Hastings, another opposing counsel in these types of cases, in past year charged between \$900 and \$750
15 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable
16 work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested
17 fee award as a percentage of the fund is supported by the currently lodestar. This is comparable to the
18 multiplier approved in other cases. The requested award is therefore reasonable viewed by the
19 Lodestar/Multiplier cross-check.

20
21 Litigation Expenses

22 13. The Agreement provides at paragraph 72(a), that Class Counsel may seek a "a Class
23 Counsel Litigation Expense of no more than \$50,500". Class Counsel requests reimbursement for
24 incurred litigation expenses and costs in the amount of \$50,486.03 based upon counsel's billing records
25 which evidence total expenses of \$50,486.03. These litigation expenses include the expenses incurred
26 for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service charges
27 (Knox, One Legal), court reporting charges (Aptus Court Reporting), Lexis research charges, appearance
28

1 fees, and delivery expenses, all of which are costs normally billed to and paid by the client.⁶ The details
2 of the litigation expenses incurred are set forth in Exhibits #3, 4, 5 and 6 hereto.⁷ These costs were
3 reasonably incurred in the prosecution of the Action.

4
5 Service Awards

6 14. For her service as the class representative, Plaintiffs should be awarded the agreed service
7 award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended on
8 behalf of the Class. (Agreement at ¶ 79(c).) Defendant has agreed to this payment and there have been
9 no objections to the requested service award. The previously submitted Declarations of the Plaintiffs in
10 support of this request are attached hereto as Exhibits #8 and 9. As the representatives of the Class,
11 Plaintiffs performed their duty to the Class admirably and without exception. Plaintiffs worked
12 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
13 searching for documents, working with counsel, and reviewing the settlement documentation. As set forth
14 in the Agreement, the Plaintiffs are also providing a comprehensive release as part of the Settlement, far
15 beyond the class release. The Declarations of the Plaintiffs detail the involvement, stress and risks they
16 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
17 liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
18 future employers for having filed a class action on behalf of fellow former employees. Without the
19 Plaintiffs’ participation, cooperation and information, no other employees would be receiving any benefit.
20 The payment of service awards to successful class representatives is appropriate and the amount of
21 \$10,000 is well within the currently awarded range for similar settlements. The requested award is also

23
24 ⁶ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
26 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

27 ⁷ My firm switched billing systems in June 2022, Exhibits #3 and 4 contains the billing for inception
28 to June 2022, and Exhibits #5 and 6 contain the billing from June 2022 to September 4, 2024.

reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general

1 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
2 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
3 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
4 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
5 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
6 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
7 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
8 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
9 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
10 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
11 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
12 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
13 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
14 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
15 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
16 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
17 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
18 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
19 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
20 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
21 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
22 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
23 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
24 (awarding \$10,000 service award).

25 15. The requested service award is also reasonable in light of the reputational risk that
26 Plaintiffs assumed in bringing this action against her former employer. Plaintiffs put their future
27 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
28

1 searchable on the internet and may become known to prospective employers when evaluating" her for
2 employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
3 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
4 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
5 exists that allows employers to run extensive background searches on potential employees. Companies
6 who provide these services specifically highlight the fact that their services allows employers to weed out
7 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
8 a prospective employee is likely to sue" the employer, through background checks and other means, to
9 screen out these employees.⁸ Onicra Credit Rating Agency states: "Background screening has become
10 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
11 culture, employers simply cannot afford to hire employees who will put their company at risk."⁹
12 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
13 extremely competitive and highly litigious, conducting pre employment background checks has become
14 a necessity."¹⁰

15 16. As a result, Class Counsel respectfully requests approval of the application for award of
16 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
17 expenses in the amount of \$50,486.03, and approval of the requested service award to the Plaintiffs.
18 100% of the attorneys' fees awarded will be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 4th day of September, 2024, at San Diego, California.

22
23 /s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

24
25 ⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹⁰ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

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Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

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Admitted: 2010, California

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Victoria Rivapalacio

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

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Ricardo Ehmann

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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7 [Additional counsel listed on subsequent pages]
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SANTA CLARA**

11
12 DOUGLAS PATTON, on behalf of the
State of California, as a private attorney
13 general,

14 Plaintiff,

15 vs.

16 HOME DEPOT U.S.A., INC., a
Corporation; and Does 1 through 50,
17 Inclusive,
18 Defendant.

CASE NO. 21CV387956

Hon. Sunil R. Kulkarni

**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 Salvador Reynosa, Jr. and Douglas Patton – individually, as class
4 representatives, and in the capacity of a private attorney general representing the state of
5 California – and Defendant Home Depot U.S.A., Inc. The Parties agree to fully and completely
6 settle all litigation by or among them along with claims brought on behalf of the state of
7 California subject to the terms and conditions set forth below and to the approval of the Court.
8 This joint stipulation supersedes any and all prior memoranda of understanding and accurately
9 sets forth the Parties’ class action and PAGA settlement to resolve all claims as detailed below.

10 **II. RECITALS**

11 2. **The *Patton* Class Action.** On January 26, 2021, Plaintiff Salvador Reynosa, Jr.
12 filed a putative class action against Home Depot U.S.A., Inc. in Riverside County Superior
13 Court on behalf of all non-exempt employees of Home Depot who worked in a California
14 Distribution Center. This complaint was removed to federal court, Eastern District of
15 California, Case No. 2:21-CV-01096-WBS-KJN. The complaint alleged claims for: 1) unfair
16 competition in violation of the California Business & Professions Code section 17200, *et seq.*;
17 2) failure to pay overtime wages in violation of Labor Code section 510, *et seq.*; 3) failure to
18 pay minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1; 4) failure to
19 provide compliant meal periods in violation of Labor Code sections 226.7 and 512, and the
20 applicable IWC wage order; 5) failure to provide compliant rest periods in violation of Labor
21 Code sections 226.7 and 512, and the applicable IWC wage order; 6) failure to reimburse
22 employee for required business expenses in violation of Labor Code section 2802; and 7) failure
23 to provide wages when due in violation of Labor Code sections 201, 202, and 203.¹ Home
24 Depot removed the complaint to Central District of California under the Class Action Fairness
25 Act, and the case was then transferred to the Eastern District of California. On October 25,
26 2021, Reynosa filed a First Amended Complaint that added Plaintiff Douglas Patton as the first

27 ¹ Reynosa filed this action along with two other named plaintiffs, Natalie Heredia and Alberto
28 Muniz, both of whom subsequently withdrew from the action and voluntarily dismissed their
claims.

1 named plaintiff. The First Amended Complaint also added additional factual allegations that
2 employees were not paid for all of their wages, were not paid meal and rest period premiums at
3 the regular rate of pay, new off-the-clock allegations regarding unpaid time spent during
4 mandatory COVID-19 health screenings, and a claim that Home Depot failed to provide
5 accurate itemized wage statements in violation of Labor Code section 226.

6 3. **The *Patton* PAGA Action.** Prior to joining the *Patton* Class Action, Plaintiff
7 Patton gave notice to the California Labor and Workforce Development Agency on July 29,
8 2021 of alleged Labor Code violations experienced by non-exempt employees who worked in a
9 California Distribution Center and were classified as non-exempt employees. Plaintiff Patton
10 was represented by the same counsel as Plaintiff Reynosa and the notice letter alleged the same
11 violations as the *Patton* class action as well as an allegation regarding the failure to provide
12 suitable seating. Plaintiff Patton filed a PAGA representative action based on this notice letter
13 in Santa Clara County Superior Court on October 13, 2021, Case No. 21CV387956.² On May
14 10, 2022, Plaintiff Patton gave an amended notice to the State of an additional Labor Code
15 violation based on the purported failure to properly regulate temperature at the worksite in
16 violation of applicable regulations. On August 17, 2022, Plaintiff Patton filed a First Amended
17 Representative Action Complaint adding claims related Defendant's failure to maintain
18 temperature in each work area that provides reasonable comfort consistent with industry-wide
19 standards in compliance with California Code of Regulations, Title 8 Section 1 1070(15) to this
20 Action.

21 4. **Defendant Denies Liability and Asserts Strong Defenses.** Defendant denies
22 the claims alleged in both Actions, and, and asserts that, during all relevant times, employees
23 were properly paid for all hours worked, received all overtime wages to which they were
24 entitled, were provided with compliant meal and rest breaks in accordance with then-existing
25 California law, and were properly reimbursed for all necessary business expenditures.
26 Defendant also asserts that, at all times, employees received wage statements that were

27
28 ² Plaintiff Patton's PAGA complaint excluded the suitable seating claim asserted in the notice letter.

1 compliant with the Labor Code, were timely paid all wages as required under the Labor Code,
2 and that Class Members who ended their employment with Defendant during the Class Period
3 were properly compensated for all wages due as required by California law. Defendant further
4 asserts that the alleged Wage Order violations relating to suitable seating and temperature
5 regulation have no merit.

6 5. **Claims Aggressively and Completely Litigated.** After engaging in extensive
7 discovery and motion practice, the parties participated in a mediation with Jeff Ross on
8 November 14, 2022. After months of negotiations involving Mr. Ross, the Parties reached a
9 global settlement and fully executed a memorandum of understanding regarding material
10 settlement terms on April 14, 2023.

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

14 **III. SETTLEMENT DEFINITIONS**

15 7. **“Actions”** means and refers to the lawsuits titled *Patton, et al. v. Home Depot*
16 *U.S.A., Inc.*, United States District Court for the Eastern District of California, Case No. 21-cv-
17 01096-WBS-KJN and *Patton v. Home Depot U.S.A., Inc.*, Santa Clara County Superior Court,
18 Case No. 21CV387956.

19 8. **“Affiliates”** of Defendant means and refers to each individual or entity that:
20 (1) during any portion of the Released Period, was Defendant’s subsidiary, related company or
21 entity, division, parent company, sister company, affiliate, predecessor or successor; and/or
22 (2) during any portion of the Released Period, directly or indirectly controlled or owned
23 Defendant, was directly or indirectly controlled or owned by Defendant, or was directly or
24 indirectly under common control or ownership with Defendant.

25 9. **“Agreement”** or **“Settlement Agreement”** means and refers to this Settlement
26 Agreement.

27 10. **“Barragan Carved-Out Claims”** means and refers to the following claims: (1)
28 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.

11. **“Class”** means all Class Members.

12. **“Class Counsel”** means, for settlement purposes only, Blumenthal Nordrehaug Bhowmik De Blouw LLP.

13. **“Class Member(s)”** means any non-exempt, hourly associate employed by Home Depot U.S.A., Inc. (and its past and present Affiliates) in the State of California at a California supply chain facility at any point during the Class Period, excluding those associates who worked at the Tracy RDC prior to June 17, 2021.

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

15. **“Class Member Share”** means the number of Workweeks worked by the Class Member during the Class Period divided by the aggregate Workweeks worked by the Class during the Class Period.

16. **“Class Notice”** shall mean the document attached hereto as Exhibit A.

17. **“Class Period”** means the period from January 26, 2017 through April 16, 2023, except that the Class Period for Class Members who worked at the Tracy RDC shall be June 17, 2021 through April 16, 2023. The Class Period may be modified in accordance with Paragraph 82.

18. **“Class Representatives”** and/or **“Named Plaintiffs”** means, for settlement purposes only, Salvador Reynosa, Jr. and Douglas Patton.

19. **“Class Representative Released Claims”** means all claims, liabilities, and causes of action of every nature, kind, and description, in law, equity, or otherwise, which have

1 arisen, occurred, or existed at any time during the Class Period. The Class Representative
2 Released Claims include, but are not limited to, all claims, liabilities, and causes of action
3 arising out of or relating to Named Plaintiffs' employment with Defendant or the cessation of
4 that employment, claims for wrongful discharge, breach of contract, breach of the covenant of
5 good faith and fair dealing, fraud, violation of public policy, defamation, discrimination,
6 physical injury, emotional distress, claims under Title VII of the Civil Rights Act of 1964, as
7 amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the
8 Federal Rehabilitation Act, the Family and Medical Leave Act, the California Fair Employment
9 and Housing Act, the Equal Pay Act of 1963, the California Family Rights Act, the provisions
10 of the California Labor Code (including all claims for wages, hours, conditions of work, pay,
11 and benefits), the Fair Labor Standards Act, and any other federal, state, or local laws and
12 regulations relating to employment, conditions of employment (including wage and hour laws),
13 and/or employment discrimination. The Class Representative Released Claims do not extend to
14 any claims or actions to enforce this Agreement, or to any claims for vested benefits,
15 unemployment benefits, disability benefits, social security benefits, or workers' compensation
16 benefits, or claims outside the Class Period. For purposes of Class Representative Released
17 Claims Class, Named Plaintiffs expressly waive and relinquish the provisions, rights, and
18 benefits, if any, of section 1542 of the California Civil Code, which reads

19 **A general release does not extend to claims that the creditor or releasing**
20 **party does not know or suspect to exist in his or her favor at the time of**
21 **executing the release and that, if known by him or her, would have**
22 **materially affected his or her settlement with the debtor or released party.**

23 20. **"Class Settlement"** means the settlement and final resolution of Released
24 Claims as set forth in this Agreement.

25 21. **"Complaint(s)"** means any complaint filed in any of the Actions defined as
26 follows:

27 a. **"Patton Class Action"** means *Patton, et al. v. Home Depot U.S.A., Inc.*,
28

b. “Patton PAGA Action” means *Patton v. Home Depot U.S.A., Inc.*, Santa Clara County Superior Court Case No. 21CV387956.

22. “**Court**” means the Santa Clara County Superior Court presiding over the *Patton* PAGA Action.

23. “**Date of Preliminary Approval**” means the date the Court approves this Settlement Agreement, and its exhibits, 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.

24. “**Defendant**” means Home Depot U.S.A., Inc.

25. “**Defendant’s Counsel**” means Morgan, Lewis & Bockius LLP.

26. “**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.

27. “**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.

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

29. “**Excluded Claims**” mean (1) claims released by the Settlement Agreement filed in *Barragan v. Home Depot U.S.A., Inc.*, San Diego County Superior Court, Case No. 37-2019-00056110-CU-MC-CTL; (2) claims for vested benefits under an ERISA plan; (3) claims for wrongful termination; (4) claims for unemployment insurance, disability benefits, social security benefits, or workers’ compensation benefits; (6) claims based on acts that took place outside of the Class Period; and (7) PAGA claims based on acts that took place outside of the

1 PAGA Period.

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

4 31. “**Final Approval**” means the date on which the Court enters the Final Approval
5 Order.

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

8 33. “**Home Depot**” means Defendant and all of its Affiliates.

9 34. “**Judgment**” means the judgment to be executed and entered by the Court
10 pursuant to this Agreement.

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

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

13 37. “**Maximum Settlement Payment**” is the sum of One Million One Hundred and
14 Twelve Thousand and Five Hundred U.S. Dollars (\$1,112,500), which represents the maximum
15 amount of money payable under this Agreement, including but not limited to attorneys’ fees
16 and litigation costs, the Service Enhancement payment to the Class Representatives, all
17 settlement administration and distribution fees and costs, the Reserve Fund, the PAGA Penalty
18 Allocation, and all required payments to the Settlement Class but excluding any employer
19 payroll taxes, if any, due on the portion of the Settlement Class Member Share allocated to
20 wages which shall not be paid from the Maximum Settlement Payment and shall be the separate
21 additional obligation of Defendant.

22 38. “**Net Settlement Amount**” is the portion of the Maximum Settlement Payment
23 eligible for distribution to Settlement Class Members. It equals the Maximum Settlement
24 Payment less Class Counsel’s attorneys’ fees and litigation costs as approved by the Court,
25 Settlement Administration Expenses, the Reserve Fund, the LWDA Penalty Amount as
26 approved by the Court, the PAGA Group Payment, Service Enhancement to the Class
27 Representatives as approved by the Court, and all taxes except Defendant’s share of payroll
28

1 taxes.

2 39. **“Notice Period”** shall mean the period of sixty (60) days following the mailing
3 of the Settlement Documents by the Settlement Administrator. If the 60th day falls on a Sunday
4 or holiday, the Notice Period shall end on the next business day that is not a Sunday or holiday.
5 The Notice Period shall be extended by fourteen (14) days in the event of a remailing of a Class
6 Notice.

7 40. **“PAGA”** means the California Labor Code Private Attorneys General Act,
8 California Labor Code §§ 2698 *et seq.*

9 41. **“PAGA Group”** means all PAGA Group Members.

10 42. **“PAGA Group Member”** means any non-exempt, hourly associate employed
11 by Home Depot in the State of California at a supply chain facility at any point during the
12 PAGA Period, excluding those associates who worked at the Tracy RDC prior to June 17, 2021.

13 43. **“PAGA Group Member Amount”** means the PAGA Group Member Share
14 multiplied by the PAGA Group Payment.

15 44. **“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
17 worked by the PAGA Group during the PAGA Period.

18 45. **“PAGA Group Notice”** means the document attached hereto as Exhibit B.

19 46. **“PAGA Group Payment”** is 25% of the PAGA Penalty Allocation.

20 47. **“PAGA Penalty Allocation”** means the gross amount of Twenty Thousand U.S.
21 Dollars (\$20,000) which the Parties have allocated to settle claims for civil penalties under
22 PAGA or such other amount as ordered and approved by the Court.

23 48. **“PAGA Period”** means January 26, 2020 through April 16, 2023, except that the
24 PAGA Period for PAGA Group Members who worked at the Tracy RDC shall be June 17, 2021
25 through April 16, 2023.

26 49. **“PAGA Released Claims”** means PAGA claims arising during the PAGA
27 Period made on behalf of the LWDA and/or State of California included in any notice provided
28 to the LWDA by any Named Plaintiffs or as pleaded in any Complaint or that could have been

1 pled based on factual allegations contained in the Operative Complaint or any written notice
2 provided to the LWDA, including PAGA claims for or predicated on (1) unpaid wages; (2)
3 unpaid overtime (included alleged violations of Labor Code Sections 210, 221, 510, 558, 1194,
4 1198 and similar provisions of the California Wage Orders); (3) minimum wage violations
5 (including alleged violations of Labor Code Sections 210, 221, 1194, 1197, 1197.1, and similar
6 provisions of the California Wage Orders); (4) failure to provide meal and/or rest breaks in
7 accordance with Labor Code Section 512 (and/or the applicable California Wage Order); (5)
8 failure to properly calculate and/or pay break premiums as required by Labor Code Section
9 226.7 (and/or the applicable California Wage Order); (6) violations of California's sick leave
10 laws (including COVID-related emergency sick leave); (7) miscalculation of the regular rate
11 and/or rate for payment of sick leave and/or emergency sick leave; (8) failure to reimburse for
12 work-related expenditures in violation of Labor Code Section 2802 (and/or the applicable
13 California Wage Order); (9) failure to provide accurate wage statements or otherwise keep
14 accurate payroll records (alleged violations of Labor Code Section 226 and similar provisions
15 of the California Wage Orders); (10) failure to timely pay wages (including wages due upon
16 termination and waiting time penalties) as required by Labor Code Sections 201, 202, 203, 204,
17 and 227.3 (and/or the applicable California Wage Order); (11) any alleged failure to comply
18 with California's Wage Orders including provisions regulating conditions of employment
19 including temperature and suitable seating; and (12) civil penalties pursuant to PAGA based on
20 any of the foregoing alleged violations. PAGA Released Claims include the *Barragan* Carved-
21 Out Claims. PAGA Released Claims, however, do not include the Excluded Claims, as defined
22 herein.

23 50. **"PAGA Settlement"** means the settlement and final resolution of PAGA
24 Released Claims as set forth in this Agreement.

25 51. **"Parties"** means collectively Named Plaintiffs and Defendant.

26 52. **"Pay Period"** means the nearest whole number calculated by determining the
27 number of days worked in the relevant time period based on Defendant's records, dividing by
28

14, and rounding to the nearest whole number.

53. **“Preliminary Approval”** means the Court’s preliminary approval of the terms of this Agreement.

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

55. **“Released Class Claims”** means any claim for restitution, penalties, civil penalties, damages, or any other form of relief asserted or pleaded (or that could have been pleaded based on the factual allegations) in the Operative Complaint and/or notice provided to the LWDA by any Named Plaintiff that accrued during the Class Period, including claims for (1) unpaid wages; (2) unpaid overtime (including alleged violations of Labor Code Sections 210, 221, 510, 558, 1194, 1198 and similar provisions of the California Wage Orders); (3) minimum wage violations (including alleged violations of Labor Code Sections 210, 221, 1194, 1197, 1197.1, and similar provisions of the California Wage Orders); (4) failure to provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the applicable California Wage Order); (5) failure to properly calculate and/or pay break premiums as required by Labor Code Section 226.7 (and/or the applicable California Wage Order); (6) violations of California’s sick leave laws (including COVID-related emergency sick leave); (7) miscalculation of the regular rate and/or rate for payment of sick leave and/or emergency sick leave; (8) failure to reimburse for work-related expenditures in violation of Labor Code Section 2802 (and/or the applicable California Wage Order); (9) failure to provide accurate wage statements or otherwise keep accurate payroll records (alleged violations of Labor Code Section 226 and similar provisions of the California Wage Orders); (10) failure to timely pay wages (including wages due upon termination and waiting time penalties) as required by Labor Code Sections 201, 202, 203, 204, and 227.3 (and/or the applicable California Wage Order). Released Class Claims include the *Barragan* Carved-Out Claims. Released Class Claims, however, do not include the Excluded Claims, as defined herein.

56. **“Releasees”** means Home Depot, its past and present Affiliates, and their

1 respective past and present predecessors, successors, assigns, representatives, directors, officers,
2 employees, and agents.

3 57. **“Request for Exclusion”** means a signed request from a Class Member to be
4 excluded from the Class Settlement. A valid Request for Exclusion must contain: (a) the Class
5 Member’s name; (b) a statement that the Class Member desires to exclude himself or herself
6 from the case; and (c) the last four digits of the Class Member’s social security number or
7 Home Depot employee ID.

8 58. **“Reserve Fund”** means the portion of the Maximum Settlement Amount
9 reserved for payment of disputed, untimely, and self-identified claims, after the end of the
10 Notice Period, in the amount of Ten Thousand U.S. Dollars (\$10,000).

11 59. **“Service Enhancement(s)”** means the incentive payments to each Class
12 Representative in an amount not to exceed \$10,000 as approved by the Court.

13 60. **“Settlement Administration Expenses”** are those reasonable expenses incurred
14 by the Settlement Administrator in effectuating the Settlement, not to exceed \$60,000, as
15 approved by the Court.

16 61. **“Settlement Administrator”** means and refers to the entity that will provide the
17 Class Notice to the Settlement Class Members, distribute Settlement Class Awards as described in
18 this Agreement, and administer the Settlement. The parties will mutually agree to a Settlement
19 Administrator. The Settlement Administrator will certify and agree to the data security protocols
20 required by Home Depot and keep all data regarding Class Members confidential. Administration
21 expenses shall not exceed the estimate of the Settlement Administrator to administer the settlement.

22 62. **“Settlement Class”** means all Settlement Class Members

23 63. **“Settlement Class Member”** means any Class Member who does not submit a
24 valid Request for Exclusion or who rescinds their Request for Exclusion in a timely manner.

25 64. **“Settlement Class Member Share”** means the Workweeks worked by the
26 Settlement Class Member during the Class Period divided by the aggregate number of
27 Workweeks worked by the Settlement Class during the Class Period.

28 65. **“Settlement Documents”** means the Class Notice (Exhibit A) and the PAGA

1 Group Notice (Exhibit B).

2 66. **“Settlement Effective Date”** means the date of the Court’s Final Approval
3 Order. If an appeal or motion to intervene is filed, then “Settlement Effective Date” means the
4 date that the Judgment is final and no longer subject to appeal where the resolution of the
5 appeal affirms the Final Approval Order. If an objection is made but no appeal is filed, then
6 “Settlement Effective Date” means the date that the time for filing an appeal has run. The
7 Settlement Effective Date cannot occur until there is no possibility of an appeal or further
8 appeal that could prevent this Settlement Agreement from becoming final and binding. The
9 Parties intend that the Final Approval Order will effectuate the releases and extinguish all
10 released claims, including but not limited to PAGA claims, as set forth in the Settlement
11 Agreement for the periods covered by this Settlement Agreement on the Settlement Effective
12 Date. The Court will retain jurisdiction to enforce the Settlement Agreement after the
13 Settlement Effective Date.

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

16 68. **“Workweek”** means the nearest whole number calculated by determining the
17 number of calendar days between the start date and end date in a relevant time period based on
18 Defendant’s records, dividing by 7, and rounding to the nearest whole number

19 **IV. REQUIRED AMENDED COMPLAINT**

20 69. **Preparation and Filing of Second Amended Class and Representative**
21 **Action Complaint.** Within five (5) days of the execution on this Stipulation, the Parties will
22 stipulate fore leave for the Class Representatives to file a Second Amended Class and
23 Representative Complaint (referred to herein as the “Operative Complaint”)in the *Patton* PAGA
24 Action that embraces all claims pleaded in the *Patton* PAGA Action, the *Patton* Class Action,
25 any notices Class Representatives provided to the state pursuant to PAGA, and all enumerated
26 claims in the Released Class Claims or the PAGA Released Claims. This Agreement is
27 contingent on the filing and acceptance by the Court of such an amended complaint in a form
28

1 approved by Defendant.

2 70. **Stay of Patton Class Action.** The Parties will stipulate to stay the *Patton* Class
3 Action pending approval of the settlement submitted in the *Patton* PAGA Action.

4 71. **Dismissal of Patton Class Action.** Within fourteen (14) court days after Date of
5 Preliminary Approval of this Settlement by the Court, the Parties will stipulate to dismiss the
6 *Patton* Class Action without prejudice. If the *Patton* Class Action is not dismissed, this
7 Agreement is null and void.

8 72. **Jurisdiction Over Settlement.** This Court has jurisdiction over the Parties and
9 the subject matter of this Action. This Court will have continuing jurisdiction under California
10 Code of Civil Procedure (“CCP”) Section 664.6 to ensure the continuing implementation of the
11 provisions of this Agreement and that the time within which to bring this Action to trial under
12 CCP 583.310 shall be extended for a period of not less than one (1) year starting from the date
13 of the signing of this Agreement by all Parties until the entry of the Final Approval Order and
14 Judgment or, if not entered, the date this agreement shall no longer be of any force or effect.

15 **V. SETTLEMENT TERMS**

16 73. **Barragan Settlement Approval.** This Settlement is expressly conditioned upon
17 approval of the settlement in the case entitled *Barragan v. Home Depot U.S.A., Inc.* (the
18 “*Barragan* Settlement”) pending in San Diego County Superior Court, Case No. 37-2019-
19 00056110-CU-MC-CTL. The failure to obtain approval of the *Barragan* Settlement will nullify
20 the settlement in this Action.

21 74. **No Admission of Liability.** Nothing in this Settlement shall be construed to be
22 or deemed an admission by Defendant of any liability, culpability, negligence, or wrongdoing
23 toward the Class Representatives, the Class Members, the PAGA Group Members, or any other
24 person, and Defendant specifically disclaims any liability, culpability, negligence, or
25 wrongdoing toward the Class Representatives, the Class Members, or any other person, or that
26 class or collective certification is appropriate. In addition, nothing in this Settlement shall be
27 construed to be or deemed an admission by Named Plaintiffs that their claims lacked merit.
28 Each of the Parties have entered into this Settlement Agreement with the intention to avoid

1 further disputes and litigation with the attendant inconvenience, expenses, and contingencies.
2 This Settlement Agreement and any related court documents or orders between the Parties may
3 not be cited or otherwise admitted as evidence of liability or that class certification is
4 appropriate or that a representative action could ever be manageably tried before a court. This
5 provision will survive regardless of whether the other terms of this Settlement Agreement are
6 otherwise voided.

7 75. **Full and Complete Settlement.** This Settlement shall resolve the entirety of the
8 *Patton* Class Action and the *Patton* PAGA Action.

9 76. **Class Certification.** For settlement purposes only, the Parties will stipulate to
10 the certification of the Class as to all Released Class Claims. If for any reason the Court does
11 not approve this Settlement Agreement, fails to enter the Final Approval Order, or fails to enter
12 the Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, the
13 Parties shall return to their pre-Agreement positions relating to certification of the various
14 claims in dispute. Defendant shall retain the absolute right to dispute the propriety of class
15 certification and/or the ability of this action to proceed as a representative action on all
16 applicable grounds that exist in law or fact.

17 77. **Class Counsel and Representatives.** For settlement purposes only, the Parties
18 agree to appointment of Class Counsel as class counsel and to appointment of the Class
19 Representatives as representatives of the Class. Defendant's stipulation to the Class, Class
20 Counsel, and Class Representatives shall not be construed as an admission or acknowledgment
21 of any kind that (1) Class Representatives are adequate or typical; (2) Class Counsel is
22 adequate; (3) any class should be certified; or (4) any Released Class Claim is amenable to class
23 resolution.

24 78. **Court's Failure to Approve.** In the event that this Settlement Agreement is not
25 fully approved by the Court, fails to become effective, or is reversed, withdrawn, or modified
26 by the Court:

- 27 a. The Settlement Agreement shall have no force or effect, other than the
28 confidentiality and no publicity provisions of Paragraphs 86, 123, and 124

and the non-admission provisions in Paragraph 74;

- b. The Settlement Agreement shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.
- c. The conditional certification of the Class shall become null and void, and the fact of certification shall not be cited to or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- d. The Parties to this Settlement Agreement will not be deemed to have waived any claim, objection, defense, or argument with respect to the issue of class certification or the merits of Named Plaintiffs' claims.

79. **Settlement Allocations.** Defendant agrees to pay the Maximum Settlement Payment plus Defendant's share of employment taxes and no more to the Depository Bank. Under no circumstance will this Settlement Agreement be construed or interpreted to require payment of more than the Maximum Settlement Payment other than any increase attributed to the triggering of the Escalator Clause in Paragraph 81 based on the final count of covered Workweeks. Payment of the Maximum Settlement Payment to the Depository Bank fully and completely satisfies Defendant's obligations under this Agreement. Failure of the Settlement Administrator to perform its obligations will not impact the enforceability of this Agreement or its releases. The Settlement Administrator shall distribute the Maximum Settlement Payment pursuant to the Final Approval Order. 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 (1/3) of the Maximum Settlement Payment, or \$370,833 in attorneys' fees and an amount in litigation costs as documented in Class Counsel's billing statement.
- b. The Settlement 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.
- 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, Settlement Administration Expense, or Service Enhancements than those sought by Named Plaintiffs or Class Counsel, any amounts not approved will be reallocated to Settlement Class Members, and the amounts awarded will not affect approval of the Settlement.

80. **Workweeks and Pay Period Calculation.** The Settlement Administrator shall determine the number of Workweeks worked by each Class Member during the Class Period and the number of Pay Periods worked by each PAGA Group Member during the PAGA Period based on Class data to be provided by Defendant.

81. **Escalator Clause.** Defendant estimates covered Workweeks to total approximately 752,000 through March 9, 2023. Should the final number of covered Workweeks add more than 10% of this estimate to the number of covered Workweeks,

1 Defendant will have the option of either a) increasing the Maximum Settlement Payment
2 proportionally, or b) shortening the Class Period so that covered Workweeks do not exceed
3 827,200.

4 82. **Exclusions (Opt-Outs)**. PAGA Group Members cannot opt-out of (exclude
5 themselves from) this Settlement. All PAGA Group Members shall be bound by the PAGA
6 Settlement and will release the PAGA Released Claims. Class Members who wish to “opt-out”
7 of and be excluded from the Class Settlement must submit a written Request for Exclusion from
8 the settlement bearing a post-mark during the Notice Period. No Party shall encourage any
9 Class Member to opt-out. Requests for Exclusion that are not post-marked within the Notice
10 Period are Deficient Opt-Outs unless Defendant agrees in writing to accept the untimely
11 Request for Exclusion. Class Members who opt-out of the Class Settlement still release the
12 PAGA Released Claims if they are a PAGA Group Member even if they submit a valid Request
13 for Exclusion, and will still receive a check for their PAGA Group Member Amount. If a Class
14 Member submits a Deficient Request for Exclusion, the Settlement Administrator shall notify
15 the Class Member of the deficiency within five (5) business days of receipt. The Class Member
16 shall have until the end of the Notice Period or five (5) business days after the close of the
17 Notice Period if the notice of deficiency is sent by the Settlement Administrator within five (5)
18 business days of the end of the Notice Period to cure the deficiency or deficiencies. Uncured
19 deficiencies result in a Deficient Opt-Out. Class Members submitting Deficient Opt-Outs shall
20 be bound by the Settlement and its releases and will be considered Settlement Class Members
21 for settlement distribution purposes. Class Members shall be permitted to rescind their Request
22 for Exclusion in writing by submitting a rescission statement to the Settlement Administrator
23 not later than one (1) business day prior to the Fairness Hearing, or as otherwise ordered by the
24 Court. The Settlement Administrator shall not accept untimely Requests for Exclusion without
25 the written authorization of Defendant.

26 83. **Objections**. Only Settlement Class Members (*i.e.*, Class Members who do not
27 submit a valid Request for Exclusion) may object to the settlement. Class Members who submit
28 valid Requests for Exclusion are not eligible to object. All written objections must be sent no

1 later than the end of the Notice Period, and such deadline applies notwithstanding any argument
2 regarding non-receipt of the Class Notice. Settlement Class Members may also appear at the
3 Final Approval Hearing to object, even if they do not send a written objection. Settlement Class
4 Members who either fail to send timely written objections or appear at the Final Approval
5 Hearing to object waive any objections to this Settlement are foreclosed from filing any appeal
6 from any Final Approval Order issued by the Court. The Parties may file a response to any
7 objections submitted by objecting Settlement Class Members at or prior to the Final Approval
8 Hearing. Settlement Class Members shall be permitted to withdraw their objections in writing
9 by submitting a withdrawal statement to the Settlement Administrator not later than one (1)
10 business day prior to the Final Approval Hearing, or as otherwise ordered by the Court.

11 84. **Entry of Judgment.** At the Fairness Hearing, the Parties will request that the
12 Court, among other things: (a) enter a Final Approval Order in accordance with the terms of
13 this Settlement Agreement; (b) approve the settlement as fair, adequate, reasonable, and binding
14 on all Settlement Class Members; and (c) enter Judgment as required pursuant to the terms of
15 this Agreement.

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

17 85. **Defendant's Delivery of Data.** Within thirty (30) days after the
18 Date of Preliminary Approval by the Court, Defendant shall provide to the Settlement
19 Administrator information in electronic format regarding all Class Members, including name(s),
20 last known residence addresses, Social Security numbers, and dates worked as Class Members
21 during the Class Period. Defendant shall submit this information in electronic format as
22 specified by the Settlement Administrator and shall thereafter, during the notice, approval, opt-
23 out, and payment processes, assist the Settlement Administrator as necessary or as requested to
24 use, correct, or update this information in order to enable the Settlement Administrator to locate
25 and contact Class Members, and to provide information needed or requested by the Settlement
26 Administrator in order to make determinations on Class Members' challenges.

27 86. **Class Data Confidentiality.** Class data shall only be used by the Settlement
28 Administrator for the purpose of calculating settlement shares and finding and notifying Class

1 Members of the settlement. Class data for Class Members shall not be disclosed to the Named
2 Plaintiffs, Class Counsel, or any other Class Members without the written consent of Defendant
3 and will be subject to the Settlement Administrator's confidentiality agreement.

4 87. **Contact Information Confirmation.** Prior to mailing the Settlement
5 Documents, the Settlement Administrator will update the addresses for the Class Members
6 using the National Change of Address database and other available resources deemed suitable
7 by the Settlement Administrator. Any returned envelopes from the initial mailing with
8 forwarding addresses will be used by the Settlement Administrator to locate Class Members and
9 re-mail the Settlement Documents to the correct or updated address. The Settlement
10 Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the
11 Settlement Documents are received by Class Members. The Settlement Administrator shall
12 also take reasonable steps including skip tracing to locate any Class Member whose Class
13 Notice is returned as undeliverable.

14 88. **Mailing of Notices.** Within thirty (30) days of receiving the class data from
15 Defendant and after it has completed all of the address updates for Class Members, the
16 Settlement Administrator shall mail the Class Notice to Class Members and the PAGA Group
17 Notice to PAGA Group Members. At least five (5) business days prior to this mailing, the
18 Settlement Administrator shall provide Defendant with a report listing the estimated Settlement
19 Payment amounts to each Class Member and PAGA Group Member Amounts for each PAGA
20 Group Member, and provide the same list to Class Counsel using unique identifiers for each
21 Class Member and PAGA Group Member and withholding any names or addresses.

22 89. **Content of Notices.** Each Class Notice mailed to a Class Member will identify
23 the dates of employment and/or number of compensable Workweeks that Defendant's records
24 indicate the individual worked as a Class Member and each Class Member's estimated Class
25 Member Allocation. Each PAGA Group Notice shall state the PAGA Group Member's
26 estimated PAGA Group Member Amount.

27 90. **Timing of Requests for Exclusions or Objections.** Class Members shall have
28 until the end of the Notice Period to submit a Request for Exclusion or object to the Settlement.

1 If the end of the Notice Period falls on a Sunday or holiday, the deadline will be the next
2 business day that is not a Sunday or holiday. Requests for Exclusion not mailed in compliance
3 with the timing requirements of this Paragraph are Deficient Opt-Outs unless Defendant agrees
4 in writing to accept the Request for Exclusion.

5 91. **Workweek Calculation Challenges.** Class Members shall have the right to
6 challenge the dates of employment and/or number of Workweeks worked as shown on the Class
7 Notice, but will bear the burden to prove that Defendant's data is incorrect. Challenges to the
8 dates of employment and/or number of Workweeks worked listed on the Class Notice must be
9 sent directly to the Settlement Administrator at the address indicated on the Class Notice. Any
10 challenge must be made during the Notice Period. The Settlement Administrator will inform
11 Class Counsel and Defendant's Counsel in writing of any challenges. The dates of employment
12 and/or Workweeks listed on the Class Notice are presumed to be accurate unless the Settlement
13 Class Member submits documentation demonstrating otherwise (*i.e.*, a Settlement Class
14 Member who fails to provide written proof will have his or her challenge denied). In the event
15 of any dispute over a Class Member's date(s) of employment, Defendant's Counsel will
16 investigate the challenge and determine whether any additional amount is owed to the
17 Settlement Class Member making the challenge. Defendant will decide whether the Settlement
18 Class Member's challenge shall be accepted. Defendant's decision is final and binding without
19 a right of appeal.

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

27 93. **Rescission of Requests for Exclusion.** The Settlement Administrator shall (a)
28 date stamp all original rescissions of Requests for Exclusion it receives; (b) serve copies on

1 Class Counsel and Defendant's Counsel no later than five (5) business days after receipt, or
2 immediately if received within five (5) business days of the Court's Fairness Hearing; and (c)
3 attach copies of the date-stamped rescissions of Requests for Exclusion to the Settlement
4 Administrator declaration in support of Final Approval, which Class Counsel shall file with any
5 personal identifying information other than the names redacted.

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

10 **VII. SETTLEMENT ADMINISTRATION**

11 95. **Payment of Maximum Settlement Payment.** No later than twenty-one (21)
12 days after the Settlement Effective Date, Defendant shall pay by wire transfer or otherwise
13 transmit to the Depository Bank the Maximum Settlement Payment in an account titled in the
14 name of "Home Depot Wage and Hour Settlement Fund." The account will be organized and
15 exist under the laws of the State of California, intended by the Parties to be a "Qualified
16 Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as
17 amended, and Treas. Reg. Section 1.468B-1, *et seq.* The monies so transferred, together with
18 any interest subsequently earned thereon, shall constitute the Qualified Settlement Fund. The
19 Qualified Settlement Fund by Defendant shall constitute the total Settlement cash outlay by
20 Defendant in connection with the resolution of this matter and this Settlement Agreement.
21 Defendant shall, upon notice from the Settlement Administrator, remit any additional required
22 employer payroll tax payments not covered by the QSF to the Settlement Administrator.

23 96. **Trustee.** The Settlement Administrator shall serve as Trustee of the Qualified
24 Settlement Fund and shall act as a fiduciary with respect to the handling, management, and
25 distribution of the Qualified Settlement Fund, including with regard to payment of valid claims
26 and reporting and paying taxes on such awards. The Settlement Administrator shall act in a
27 manner necessary to qualify the Qualified Settlement Fund as a "Qualified Settlement Fund"
28 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.

97. **Calculation of Settlement Payments.** The Settlement 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.

98. **Dispute Resolution.** All disputes relating to the Settlement 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.

99. **Tax Allocation.** Except for the Service Enhancement described above to be paid to the Class Representatives, all Settlement Payments to Settlement Class Members shall be allocated as follows: Twenty-five percent (25%) of each Settlement Payment as wages and seventy-five (75%) of each Settlement Payment as interest and penalties under the California Labor Code. All PAGA Group payments are penalties. The Service Enhancement to the Class Representatives shall be treated as compensation for non-wage related claims, injuries, and reimbursement.

100. **Employment Taxes and Indemnity.** Defendant is responsible for paying the employer portion of payroll tax contributions as required by law. The Class Representatives and Settlement Class Members must pay their own portion of payroll and all applicable income taxes. The Settlement Administrator shall be responsible for the timely calculation of the amount of employer payroll tax and inform Defendant of such amount. All Parties represent that they have not received, and shall not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law. To the extent any Settlement Payment results in any overpayment of unemployment

benefits to the Named Plaintiffs and/or any Settlement Class Members, the amount of any such overpayment shall be the responsibility of the individual Named Plaintiff and/or Settlement Class Member.

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

VIII. CALCULATION OF SETTLEMENT PAYMENTS AND DISTRIBUTION OF NET SETTLEMENT FUND

102. **Eligibility for Settlement Payments and PAGA Group Member Amounts.** Only Settlement Class Members will be eligible to receive a Settlement Payment. Only PAGA Group Members will be Eligible for PAGA Group Member Amounts.

103. **Final Calculations of Settlement Payments.** Within ten (10) business days after the Settlement Effective Date, the Settlement Administrator shall make the final calculation of the Net Settlement Amount and the individual Settlement Payments and PAGA Group Member Amounts and provide a report of these calculations to Defendant's Counsel. Any unused amounts in the Reserve Fund will be included as part of the Net Settlement Amount. Upon completion of its final calculation of Settlement Payments and PAGA Group Member Amounts, and at least five (5) days prior to the distribution of payments to Settlement Class Members and PAGA Group Members, the Settlement Administrator shall provide the Parties with a redacted report listing the amount of all Settlement Payments to be made to each Settlement Class Member (with personal identifying information redacted) and all PAGA Group Member Amounts to be paid to PAGA Group Members (with personal identifying information redacted). The Settlement Administrator shall also provide Defendant's Counsel with an unredacted copy of the report.

104. **Settlement Payments.** Within thirty (30) days after the Settlement Effective Date, the Settlement Administrator shall issue and mail Settlement Payments to each Settlement Class Member, issue and mail the PAGA Group Member Amounts to each PAGA Group Member, issue and mail a check to the LWDA for the LWDA Penalty Amount, pay Class Counsel's attorney's fees and costs as approved by the Court, and issue checks to the Class

Representatives for the approved Service Enhancement(s) and mail the checks to Class Counsel.

105. **Tax Payments and Documents.** The Settlement Administrator shall be responsible for issuing and mailing any necessary tax reporting forms to Settlement Class Members, the Class Representatives, Class Counsel, and Defendant. The Settlement Administrator shall provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Defendant's Counsel within thirty (30) days after mailing the payments to Settlement Class Members, the PAGA Group Members, the Class Representatives, the LWDA, and Class Counsel.

106. **Uncashed Settlement Checks.** Settlement Class Members who are sent Settlement Payments and PAGA Group Members who are sent PAGA Group Payments shall have one hundred and eighty (180) calendar days after mailing by the Settlement Administrator to cash their checks and will be so advised of such deadline. If such Settlement Class Members and/or PAGA Group Members do not cash their checks within that period, those checks will become void and a stop payment will be placed on the uncashed checks. Within thirty (30) days after the expiration date of the settlement checks, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel 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 required timeframe. Replacement checks will be issued upon request until thirty (30) days after mailing of applicable tax documents to Settlement Class Members and PAGA Group Members. Settlement Class Members and PAGA Group Members shall have sixty (60) days to cash such replacement checks at which point they will be null and void. Any unclaimed funds will be sent to the State as unclaimed property.

IX. RELEASE BY SETTLEMENT CLASS MEMBERS, PAGA GROUP MEMBERS, AND CLASS REPRESENTATIVES

107. **Released Class Claims.** As of the Settlement Effective Date, Settlement Class Members for themselves, their respective former and present spouses, representatives, agents,

1 attorneys, heirs, administrators, successors, and assigns, release and discharge Releasees from
2 all Released Class Claims and all claims that may be brought under the Fair Labor Standards
3 Act (“FLSA”) that accrued during the Class Period.

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

16 109. **Class Representative Released Claims.** 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, heirs, administrators, successors, and
19 assigns, generally release and discharge Releasees from Class Representative Released Claims.
20 Named Plaintiffs each acknowledge that they have not made any claims or allegations related to
21 discrimination, retaliation, or harassment, including sexual harassment, or sexual abuse, and
22 none of the payments set forth as consideration in this Agreement are related to such
23 discrimination, retaliation, or harassment, including sexual harassment or sexual abuse. Named
24 Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the
25 facts or law that they now know or believe to be true, but agree, nonetheless, that their Release
26 shall be and remain effective in all respects, notwithstanding such different or additional facts
27
28

or Named Plaintiffs' discovery of them.

X. DUTIES OF THE PARTIES

110. **Stay of Litigation.** The Parties agree that upon signing this Agreement, all litigation in the Actions will be stayed for all purposes.

111. **Filing of Amended Complaint.** Class Counsel shall draft a stipulation to amend their complaint in the *Patton* PAGA Action and file an amended complaint that embraces all of the Released Class Claims and provide the drafts to Defendant's Counsel. Upon approval from Defendant's 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 Defendant's Counsel, this Agreement shall be null and void.

112. **State Notices:** Class Counsel shall submit this Agreement to the LWDA in accordance with the applicable provisions of the PAGA. Defendant's Counsel shall make any required notices pursuant to the federal Class Action Fairness Act.

113. **Preliminary Approval.** Class Counsel shall prepare a draft motion for Preliminary Approval of the Class Settlement and final approval of the PAGA Settlement, and provide such draft to Defendant's Counsel for review and comment seven (7) days prior to filing the motion. The motion shall seek an order that includes the following:

- a. Preliminarily approving the Class Settlement;
- b. Approving the PAGA Settlement;
- c. Approving as to form and content the proposed Class Notice and PAGA Group Notice;
- d. Directing the mailing of the Class Notice by first class mail to Settlement Class Members and the mailing of the PAGA Group Notice to PAGA Group Members;
- e. Preliminarily certifying the class of the Settlement Class Members for purposes of settlement and preliminarily appointing Named Plaintiffs and

- 1 Class Counsel as representatives of the Settlement Class Members;
- 2 f. Preliminarily approving settlement administration services to be provided
- 3 by the Settlement Administrator;
- 4 g. Preliminarily approving the proposed Service Enhancement payments to
- 5 Named Plaintiffs as Class Representatives;
- 6 h. Preliminarily approving the application for payment of reasonable
- 7 attorneys' fees and costs to Class Counsel;
- 8 i. Scheduling a final Fairness Hearing.

9 114. **Dismissal of Other Lawsuits.** Upon Preliminary Approval of the Settlement,

10 Class Counsel will dismiss the *Patton* Class Action without prejudice.

11 115. **Cooperation.** The Parties shall cooperate with each other and the Settlement

12 Administrator during the process of giving Class Members notice and opportunity to opt out of

13 or object to the Settlement in every way necessary and appropriate to assure effective

14 communication to individual Class Members of information concerning their rights and

15 obligations under this Settlement Agreement. However, the Parties agree not to encourage any

16 Class Members to opt out of the Class Settlement. The Parties also agree not to object to any

17 Court filings consistent with this Agreement, and Plaintiffs will not object to the *Barragan*

18 Settlement. Further, no Party shall be compelled or required to waive the timing and notice

19 requirements contained in this Agreement.

20 116. **Final Approval.** Class Counsel shall provide the Court at least five (5) days

21 prior to the Fairness Hearing a declaration by the Settlement Administrator of due diligence and

22 proof of mailing of the Class Notice required to be mailed to Class Members by this Settlement

23 Agreement, and of the delivery results of the Settlement Administrator's mailings including

24 tracing and re-mailing efforts.

25 **XI. DUTIES OF THE PARTIES AFTER FINAL APPROVAL**

26 117. Class Counsel shall prepare and file a Motion for Final Approval of the

27 Settlement, and provide Home Depot the opportunity to review before filing. The Parties will

28 submit a proposed Final Approval Order, attached as Exhibit C, which shall include the findings

1 and orders:

- 2 a. Approving the Class Settlement, adjudging the terms thereof to be fair,
3 reasonable, and adequate, and directing that its terms and provisions be
4 carried out;
- 5 b. Approving the payment of Service Enhancement to Class Representatives;
- 6 c. Approving Class Counsel's application for an award of attorneys' fees and
7 reimbursement of out-of-pocket litigation costs;
- 8 d. Releasing and extinguishing all claims as provided by this Agreement
9 including Released Class Claims, PAGA Released Claims, and Class
10 Representative Released Claims;
- 11 e. Providing that the Court will retain jurisdiction to oversee administration
12 and enforcement of the terms of the Settlement Agreement and the Court's
13 orders; and
- 14 f. Providing the names of any Class Members who are not Settlement Class
15 Members.

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

- 19 a. Should an appeal be taken from the Final Approval Order, all Parties will
20 support the Final Approval Order on appeal;
- 21 b. Class Counsel and Defendant's Counsel will assist the Settlement
22 Administrator as needed or requested in the process of identifying and
23 locating Settlement Class Members and PAGA Group Members entitled to
24 payments and assuring delivery of such payments;
- 25 c. Class Counsel and Defendant's Counsel will assist the Settlement
26 Administrator as needed or requested in responding to late requests for
27 payments and the fair administration of that payment;
- 28 d. Class Counsel and Defendant's Counsel will cooperate with each other and

1 assist the Settlement Administrator as needed;

- 2 e. The Parties and Class Counsel will certify to the Court completion of all
3 payments required to be made by this Settlement Agreement.

4 **XII. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT**

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

11 30 days after the Date of 12 Preliminary Approval	Defendant to provide to the Settlement 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
15 30 days after receipt of class data 16 from Defendant and after all 17 address updates for Class 18 Members are complete.	Settlement Administrator to mail the Class Notice and PAGA Group Notice to Class Members and PAGA Group Members. At least five (5) business days prior to this mailing, the Settlement Administrator shall provide Defendant's Counsel with a report listing the estimated Settlement Payments and PAGA Group Member Amounts, and shall provide the same report to Class Counsel without including names or addresses.
21 60 days after mailing Settlement 22 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.	Class Counsel to provide to the Court a declaration by the Settlement Administrator of due diligence and proof of mailings of the Class Notice, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.
1 business day prior to the Fairness Hearing.	Last day to rescind Requests for Exclusion
21 days after the Settlement Effective Date	Defendant to fund the Qualified Settlement Fund.
10 business days after Settlement Effective Date.	Settlement 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 business days prior to the distribution of payments to Settlement Class Members from the Net Settlement Amount.	Settlement 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 Settlement Administrator shall also provide Defendant's Counsel with an unredacted copy of the report.
30 days after the Settlement Effective Date	Settlement 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.	Settlement Administrator to provide a declaration of payment, which will be filed with the Court and served on Class Counsel and Defendant's Counsel.
180 days after distribution.	Uncashed settlement checks become void and a stop payment will be placed on the uncashed checks.
1 year after uncashed checks become void	Unclaimed settlement payments transferred to the State.
7 days after unclaimed funds transfer to the State	Settlement 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 State.
1 year after Final Approval	Final Payment to the Settlement Administrator of Settlement Administration Fees.

XIII. MISCELLANEOUS

120. **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 Defendant is required to pay more than the Maximum Settlement Payment (excluding any increase attributed to the triggering of the Escalator Clause due to the number of covered work weeks set forth in paragraph 80 above); (c) the court fails to certify the Settlement Class or does not certify a class releasing the claims as provided by this Agreement, or otherwise issues an order inconsistent with any of the terms of this Agreement; (d) the *Barragan* settlement is not approved; (e) Named Plaintiffs or Class 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.

1 Defendant will work with Named Plaintiffs in good faith to appropriately revise the Settlement
2 Agreement if the Court requires non-material changes. Defendant must provide Class Counsel
3 with notice of its intent to withdraw within fifteen (15) business days after receiving notice that
4 the triggering event has occurred. In the event of Defendant's withdrawal, Defendant will pay
5 the costs already incurred by the Settlement Administrator.

6 121. **Consequence of Withdrawal.** If Defendant withdraws from the Settlement, this
7 Settlement Agreement and any related settlement documents will be null and void, other than
8 the confidentiality and non-disclosure provisions of Paragraphs 86, 123, and 124, and the non-
9 admission provisions in Paragraph 74. Any class certified for settlement purposes will be
10 vacated and/or decertified. In such an event, neither this Settlement Agreement, nor any prior
11 settlement MOU, nor the settlement documents, nor the negotiations leading to the Settlement
12 Agreement may be used as evidence for any purpose, and Defendant shall retain the right to
13 challenge all claims and allegations in the action, to assert all applicable defenses, and to
14 dispute the propriety of class certification on all applicable grounds. The Parties and the
15 Actions will return to their status quo as of the date of the MOU.

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

21 123. **Confidentiality.** Names of Settlement Class Members and their allocation
22 amounts shall be kept strictly confidential by the Settlement Administrator, who will not release
23 such information to Class Counsel and will only file such information under seal if necessary.
24 The Settlement Administrator may share sufficient individual data with Class Counsel to help
25 resolve individual Class Members' questions and issues regarding the distribution of Settlement
26 Payments, should they arise. Class Counsel agrees that any information they receive or have
27 received in connection with this Settlement Agreement, the Class Settlement, or the PAGA
28 Settlement may be used for purposes of the Actions only, and may not be used for any purpose

1 or in any other action or proceeding. This confidentiality provision will survive regardless of
2 whether the other terms of this Settlement Agreement are voided.

3 124. **No Publicity.** Named Plaintiffs and Class Counsel agree not to publicly disclose
4 the terms of this settlement except in court papers to effectuate the terms of the settlement or if
5 required by legal process. Named Plaintiffs and Class Counsel agree that they shall not issue a
6 press release, hold a press conference, publish information about the settlement on any website,
7 over social media, or otherwise publicize the settlement. Named Plaintiffs and Class Counsel
8 agree not to respond to press inquiries except to refer reporters to the papers filed with the
9 Court. Named Plaintiffs and Class Counsel agree not to publicize the Maximum Settlement
10 Payment, except as otherwise required by the Settlement Administrator to post the Judgment
11 and Final Approval Order on its website. This no publicity provision will survive regardless of
12 whether the other terms of this Settlement Agreement are voided.

13 125. **Returns and/or Destruction of Confidential Settlement Materials.** Named
14 Plaintiffs and Class Counsel agree to return, or at Defendant's option destroy, all confidential
15 documents produced to them for settlement purposes in this action after the Settlement
16 Administrator submits the final declaration of distributions.

17 126. **Authority to Enter Into Settlement.** The signatories represent and warrant that
18 they are fully authorized to enter into this Settlement Agreement and bind the Parties to the
19 terms and conditions of this Agreement.

20 127. **Service.** Unless otherwise specifically provided, all notices, demands, or other
21 communications given shall be in writing and shall be sent by both email and United States
22 mail. Notices will be deemed to have been duly given as of the third business day after mailing
23 by United States registered or certified mail addressed as follows:

24 To Plaintiffs' Counsel:

25 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
26 Norman B. Blumenthal (SBN 068687)
27 Kyle R. Nordrehaug (SBN 205975)
28 2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223

1 Facsimile: (858) 551-1232
2 norm@bamlawca.com
3 kyle@bamlawca.com
4

5 To Defendant's Counsel:

6 MORGAN, LEWIS & BOCKIUS LLP
7 Barbara J. Miller (SBN 167223)
8 Alexander L. Grodan (SBN 261374)
9 600 Anton Boulevard, Suite 1800
10 Costa Mesa, CA 92626-7653
11 Tel: (714) 830-0600
12 Fax: (714) 830-0700
13 barbara.miller@morganlewis.com
14 alexander.grodan@morganlewis.com
15

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

18 128. **Captions and Titles.** Paragraph titles or captions contained in this Agreement
19 are inserted as a matter of convenience and for reference. Headings do not define, limit, extend,
20 or describe the scope of this Settlement Agreement or any Agreement provision. Each term of
21 this Settlement Agreement is contractual and not merely a recital

22 129. **Drafting.** The Parties agree that the terms and conditions of this Settlement
23 Agreement are the result of lengthy, intensive arms-length negotiations between the Parties.
24 Neither party shall be considered the "drafter" of the Settlement Agreement for purposes of
25 having terms construed against that party, and this Settlement Agreement shall not be construed
26 in favor of or against any Party by reason of the extent to which any Party or his, her, or its
27 counsel participated in the drafting of this Settlement Agreement.

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

131. **Governing Law.** The rights and obligations of the Parties hereunder shall be

1 construed and enforced in accordance with, and shall be governed by, the laws of the State of
2 California, without regard to principles of conflict of laws.

3 132. **No Impact on Benefit Plans.** Neither the settlement nor any amounts paid
4 under the Settlement Agreement will modify any previously credited hours or service under any
5 employee benefit plan, policy, or bonus program sponsored by Releasees. Such amounts will
6 not form the basis for additional contributions to, benefits under, or any other monetary
7 entitlement under Releasees' sponsored benefit plans, policies, or bonus programs. The
8 payments made under the terms of this Settlement shall not be applied retroactively, currently,
9 or prospectively, as salary, earnings, wages, or any other form of compensation for the purposes
10 of any Releasees' benefit plan, policy, or bonus program. Releasees retain the right to modify
11 the language of Releasees' benefit plans, policies and bonus programs to effect this intent, and
12 to make clear that any amounts paid pursuant to this Settlement are not for "hours worked,"
13 "hours paid," "hours of service," or any similar measuring term as defined by applicable plans,
14 policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
15 purpose, and that additional contributions or benefits are not required by this Settlement
16 Agreement.

17 133. **Integration.** This Settlement Agreement, along with attached exhibits, contains
18 the entire agreement between the Parties relating to the settlement, and all prior or
19 contemporaneous agreements, understandings, representations, and statements, whether oral or
20 written and whether by a Party or such Party's legal counsel. No rights created by this
21 Agreement may be waived except in writing.

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

28 135. **Class Member Signatories.** It is agreed that because the members of the Class

are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement Agreement. The Class Notice attached hereto will advise all Class Members of the binding nature of the releases contained in this Agreement and such shall have the same force and effect as if this Settlement Agreement were executed by each member of the Class.

136. **Counterparts.** This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. An electronic signature shall have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

DATED: 10/22/2023, 2023


Douglas Patton (Oct 22, 2023 11:26 PDT)
Plaintiff, Douglas Patton

DATED: 10/19/2023, 2023


Salvador Reynosa Jr (Oct 19, 2023 16:53 PDT)
Plaintiff, Salvador Reynosa, Jr.

DATED: 11/14, 2023

HOME DEPOT U.S.A., INC.

By: David Steele
Its: Vice President & Deputy General Counsel

APPROVED AS TO FORM:

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DATED: November 30, 2023

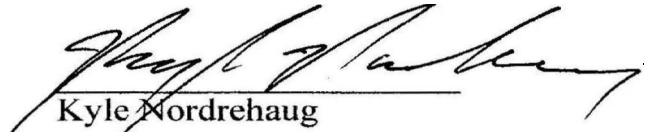
MORGAN, LEWIS & BOCKIUS LLP



Barbara J. Miller
Alexander L. Grodan
Attorneys for Defendant

DATED: Nov. 1, 2023, 2023

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP



Kyle Nordrehaug
Attorneys for Plaintiffs

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY SANTA CLARA
Patton v. Home Depot U.S.A., Inc., Case No. 21CV387956

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

You are eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Home Depot U.S.A., Inc. (“Defendant”) for alleged wage and hour violations.

Based on Defendant’s records, and the Parties’ current assumptions, **your Class Member Allocation is estimated to be <<\$_____>> (less withholding) and PAGA Group Member Amount is estimated to be <<\$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalty Allocation, then according to Defendant’s records you are not eligible for share of the PAGA Penalty Allocation under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section of this Notice below.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for a Class Member Allocation and a share of the PAGA Penalty Allocation (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is _____.	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Class Members who request exclusion cannot object to any portion of the proposed Settlement. See Section of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Group Member and exclude yourself, you will still be paid your share of the PAGA Penalty Allocation and will remain subject to the release of the PAGA Released Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Settlement Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but

Written Objections Must be Submitted by the Response Deadline (_____)	every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section _____ of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 1 before Judge Sunil R. Kulkarni. This hearing may change as explained below. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section _____ of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Class Member Allocation and your PAGA Group Member Allocation (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section _____ of this Notice.

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in a lawsuit, Santa Clara County Superior Court Case No. 21CV387956 (the “Action”). You are receiving this notice because the records of the Defendant indicate that you are a current or former non-exempt, hourly associate employed by Home Depot (and/or its past and present Affiliates) in the State of California at a California supply chain facility during the time period of January 26, 2017 through April 16, 2023 (the “Class”).¹ As a result, you are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** Your participation in the Settlement will not affect your employment with Home Depot.

The purpose of this notice: (i) describes the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) explains your options with respect to the Settlement.

¹ Current or former non-exempt, hourly associates employed at the Tracy RDC are only included in the Class for the time period from June 17, 2021 through April 16, 2023.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

This settlement resolves two lawsuits:

1. The *Patton* Class Action. On January 26, 2021, Salvador Reynosa, Jr. filed a putative class action against Home Depot U.S.A., Inc. in Riverside County Superior Court which moved to federal court in the Eastern District of California, Case No. 2:21-CV-01096-WBS-KJN. The complaint alleged claims for: 1) unfair competition; 2) failure to pay overtime wages; 3) failure to pay minimum wages; 4) failure to provide meal breaks as required by California law; 5) failure to authorize and permit rest breaks as required by California law; 6) failure to reimburse reasonable and necessary business expenses; and 7) failure to timely pay wages upon termination of employment. On October 25, 2021, Mr. Reynosa filed a First Amended Complaint that added Douglas Patton. The First Amended Complaint (“FAC”) also added additional factual allegations that Home Depot failed to properly calculate wages, overtime, and break premiums. In addition, the FAC made new allegations regarding COVID-19 health screenings and a claim that Home Depot failed to provide accurate itemized wage statements. Home Depot denied and continues to deny all of the allegations.

2. The *Patton* PAGA Action. On July 29, 2021, Mr. Patton filed a notice with the California Labor and Workforce Development Agency which he later amended on May 10, 2022. Mr. Patton’s notices claim that Home Depot violated applicable wage and hour laws as to non-exempt associates who worked in a California Distribution Center. The notices allege the same violations as those claimed by the FAC and also included allegations that Home Depot failed to provide suitable seating and temperature control. On October 13, 2021, Mr. Patton filed a lawsuit in Santa Clara County Superior Court, Case No. 21CV387956, under the California Private Attorneys General Act (“PAGA”) based on the allegations of these notices. He amended his lawsuit on August 17, 2022.

3. The Combined Lawsuit. As part of the settlement, the parties agreed to combine the *Patton* PAGA action and the *Patton* Class Action by filing a second amended complaint in the *Patton* PAGA action that includes all of the claims contained in the *Patton* Class Action. This settlement will be presented to Santa Clara County Superior Court for approval.

Home Depot denies all of the claims alleged in the Combined Lawsuit. Home Depot believes that it properly paid all associates for all hours worked and all overtime wages. Further, Home Depot contends that it provided all legally compliant meal and rest breaks, paid break premiums at the proper rates, and properly reimbursed business expenses. Home Depot also asserts that, at all times, employees 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 Home Depot during the Class Period were properly compensated for all wages due as required by California law. Home Depot further asserts that the alleged Wage Order violations relating to suitable seating and temperature regulation have no merit.

Consequently, Home Depot does not believe that any liability to Mr. Reynosa, Mr. Patton, or any other associate exists. Mr. Reynosa and Mr. Patton are called “Plaintiffs.”

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, Plaintiffs and Home Depot have negotiated a settlement and Home

Depot has agreed to pay a Maximum Settlement Payment of one million one hundred twelve thousand five hundred dollars (\$1,112,500). This settlement is **not** an admission by Home Depot of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

The settlement class is defined as any non-exempt, hourly associate employed by Home Depot U.S.A., Inc. (and its past and present Affiliates) in the State of California at a California supply chain facility at any point from January 26, 2017 through April 16, 2023, excluding those associates who worked at the Tracy RDC prior to June 17, 2021. Members of the settlement class are called “Class Members.” The “Class Period” is January 26, 2017 to April 16, 2023.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Home Depot will pay a \$1,112,500 Maximum Settlement Payment to an administrator.

B. The “Net Settlement Amount” is the Maximum Settlement Payment of \$1,112,500 less the combined total of attorney fees and litigation costs approved by the Court, costs of administering the settlement, a reserve fund (of no more than \$10,000), and extra payments to Plaintiffs because they brought the litigation (estimated to be no more than \$10,000 each for a total of \$20,000), civil PAGA penalties of \$20,000, and taxes other than Home Depot’s share of payroll taxes. The Net Settlement Amount will be allocated to Class Members in proportion to the number of weeks worked by Class Members. Any Class Member who does not opt-out of the Settlement will be paid from the Net Settlement Amount (Class Members will have checks mailed to them directly and will not have to submit a claim form to participate in the Settlement). All Class Members who worked after January 26, 2020 will get a small payment for PAGA penalties regardless of whether they opt-out.

C. The Net Settlement Amount will be divided among all Class Members. The amount of money you will receive will be based on the following: (1) whether you worked after January 26, 2020; (2) whether you opt-out of this settlement; and (3) the number of weeks you worked for Home Depot after January 26, 2017.

- a. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of compensable weeks you worked for Home Depot during the Class Period, less applicable withholdings. **According to Defendant’s records, you worked XX compensable weeks. Your estimated Class Member Allocation is: \$INDIVIDUAL’S AMOUNT.**
- b. If you opt-out of the settlement, you will still be eligible for a small payment of your share of PAGA penalties if you worked after January 26, 2020. Your PAGA Group Member Allocation is set forth on page 1 of this Notice.

V. WHAT DO I RELEASE UNDER THIS SETTLEMENT

If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release Home Depot from all claims for: restitution, penalties, civil penalties, damages, or any other form of relief asserted or pleaded (or that could have been pleaded based on the factual allegations) in the Operative

Complaint and/or notice provided to the LWDA by any Named Plaintiff that accrued during the Class Period, including claims for (1) unpaid wages; (2) unpaid overtime (including alleged violations of Labor Code Sections 210, 221, 510, 558, 1194, 1198 and similar provisions of the California Wage Orders); (3) minimum wage violations (including alleged violations of Labor Code Sections 210, 221, 1194, 1197, 1197.1, and similar provisions of the California Wage Orders); (4) failure to provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the applicable California Wage Order); (5) failure to properly calculate and/or pay break premiums as required by Labor Code Section 226.7 (and/or the applicable California Wage Order); (6) violations of California's sick leave laws (including COVID-related emergency sick leave); (7) miscalculation of the regular rate and/or rate for payment of sick leave and/or emergency sick leave; (8) failure to reimburse for work-related expenditures in violation of Labor Code Section 2802 (and/or the applicable California Wage Order); (9) failure to provide accurate wage statements or otherwise keep accurate payroll records (alleged violations of Labor Code Section 226 and similar provisions of the California Wage Orders); (10) failure to timely pay wages (including wages due upon termination and waiting time penalties) as required by Labor Code Sections 201, 202, 203, 204, and 227.3 (and/or the applicable California Wage Order). Released Class Claims, however, do not include the Excluded Claims, as defined herein.

"Excluded Claims" means (1) claims released by the Settlement Agreement filed in *Barragan v. Home Depot U.S.A., Inc.*, San Diego County Superior Court, Case No. 37-2019-00056110-CU-MC-CTL; (2) claims for vested benefits under an ERISA plan; (3) claims for wrongful termination; (4) claims for unemployment insurance, disability benefits, social security benefits, or workers' compensation benefits; (6) claims based on acts that took place outside of the Class Period; and (7) PAGA claims based on acts that took place outside of January 26, 2020 through April 16, 2023.

If you opt-out, you will still release claims under PAGA as explained in the separate notice that you will receive from the administrator.

VI. WHAT ARE MY OPTIONS?

You have only three options for the class portion of the settlement as described in more detail below:

1. Do Nothing and receive a Settlement Payment
2. Opt-Out of the Settlement
3. Object (you cannot both Opt-Out and Object)

You cannot combine options. If you Opt-Out, you cannot object.

A. *Do nothing which accepts your share of the settlement and you will be bound by the release of all claims described above.* Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void; *or*

B. *You may exclude yourself from the class action settlement, in which case you will not receive your share of the class action settlement and you will not be bound by the class action settlement.* You will, however, remain bound by the PAGA settlement for civil penalties on behalf of the State. If you choose to be excluded ("opt-out"), by no later than [REDACTED] (60 calendar days after mailing of this Notice), you must send a written request for exclusion, by fax to [REDACTED] or by mail, to the Settlement Administrator, [Name], located at [Address]. In order to be considered valid, your request for exclusion *must* be timely sent and *must* include your name, a statement that you wish to exclude yourself from the settlement, the last four digits of your social security number or Home Depot employee ID, and your signature. Should you change your mind, you may rescind your

Request for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing listed in **Section VIII**, below, or as otherwise ordered by the Court.

C. *You may object to the class action settlement.* The procedures for objecting to the class action settlement are described below in **Section VIII** of this form. If you opt-out of the settlement (as described above), you cannot object to it.

D. You have no options as to the PAGA portion of the settlement. *You may not opt-out or object to the PAGA portion of this settlement.*

The Settlement Administrator is:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Website: _____

VII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. You do not need to do anything further to receive your settlement check. The Settlement Administrator will calculate your share of the settlement and will issue you a check.

B. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VIII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on _____, 2024, at _____ a.m., before Hon. Sunil R. Kulkarni in Department 1 of the Santa Clara Superior Court, located on the second floor of the Downtown Superior Courthouse at 191 North Street, San Jose, CA 95113 to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiffs and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. The judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll free conference call number for Department 1. Any class member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff's deputy to escort him or her to the courtroom for the hearing.

IX. PROCEDURES FOR OBJECTING TO SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the Settlement or some part of it. You may not pursue this option if you opt-out of the settlement. To object, you must either appear at the Final Approval Hearing or send a letter that: (1) you sign; (2) includes your full name; (3) states the basis for your objection; and (4) if you intend to appear at the Final Approval hearing. If you object by written letter, the letter must be postmarked on or before [REDACTED], 2024 (60 calendar days after mailing of this Notice). If you would like to object to the settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. You may withdraw your objection in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Final Approval Hearing listed in Section VIII, above, or as otherwise ordered by the Court.

X. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to the Settlement Administrator's website: << _____ >>. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 21CV387956. The pleadings and all other records from this litigation may be examined by inspecting the Court file at the Downtown Superior Court, located at 191 North First Street, San Jose, CA 95113. You may also obtain more details by examining the Court's file on the internet via the Case Information Portal page for the California Superior Court for the County of Santa Clara at <https://cmportal.sccourt.org/Portal> and entering Case No. 21CV387956.

If you have any questions, you can call the Settlement Administrator at [REDACTED] or Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING THE CLASS

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

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ATTORNEYS REPRESENTING HOME DEPOT U.S.A., INC.

MORGAN, LEWIS & BOCKIUS LLP

Barbara J. Miller (SBN 167223)

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600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626-7653
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Fax: (714) 830-0700
barbara.miller@morganlewis.com
alexander.grodan@morganlewis.com

**PLEASE DO NOT CALL THE COURT OR HOME DEPOT REGARDING THIS
SETTLEMENT.**

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY SANTA CLARA
Patton v. Home Depot U.S.A., Inc., Case No. 21CV387956

NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT LAWSUIT

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the above entitled case name and number, Santa Clara County Superior Court Case No. 21CV387956 (the “Action”). You are receiving this notice because the records of Home Depot U.S.A., Inc. (“Home Depot”) indicate that you are a member of the “PAGA Group” defined as current or former non-exempt, hourly associates employed by Home Depot (and/or its past and present Affiliates) in the State of California at a California supply chain facility other than the Tracy RDC during the time period of January 26, 2020 through April 16, 2023, or at the Tracy RDC during the time period of June 17, 2021 through April 16, 2023 (the “PAGA Period”).

The Action includes a claim under California’s Private Attorneys General Act (“PAGA”) for civil penalties based on alleged violations of California regulations as to a defined group of “Aggrieved Employees.” Under the settlement agreement, all Aggrieved Employees are entitled to receive a small portion of the civil penalties allocated to the State (the allocation of civil penalties totals \$20,000); the State is entitled to most of the \$20,000 penalty allocation. You meet the definition of an Aggrieved Employee and are eligible to receive a portion of the settlement amount allocated to civil penalties in addition to the settlement amount for the related class action settlement. You have separately received a notice for the class action portion of the settlement.

Home Depot will pay \$20,000 in civil penalties to resolve the PAGA claims. Under applicable law, 75% of those civil penalties will be paid directly to the State. The remaining 25%, or \$5,000, is being divided among the members of the PAGA Group based on the number of pay periods that each member worked relative to the total number of covered pay periods for all PAGA Group Members.

You are receiving this notice and the enclosed check because you are entitled to a portion of the penalty component of the settlement. A check for your portion of penalties is enclosed. Your amount was calculated based on the number of pay periods you worked during the PAGA Period.

II. WHAT IS THE PAGA LAWSUIT ABOUT?

Plaintiff Douglas Patton gave notice to the California Labor and Workforce Development Agency of alleged Labor Code violations experienced by non-exempt associates who worked in a California supply chain facility. Plaintiff Patton filed a representative action in Santa Clara County Superior Court on October 13, 2021, Case No. 21CV387956, under the Private Attorneys General Act (“PAGA”) based on this notice letter. On May 10, 2022, Plaintiff Patton gave an amended notice to the State of an additional Labor Code violation based on the purported failure to properly regulate temperature at the worksite in violation of applicable regulations. On August 17, 2022, Plaintiff Patton filed a First Amended Representative Action Complaint adding claims related temperature.

Home Depot denies Plaintiff’s claims, and asserts that, during all relevant times, associates were properly paid for all hours worked and all overtime wages. Further, Home Depot contends that it provided all legally compliant meal and rest breaks, paid break premiums at the proper rates, and properly reimbursed business expenses. Home Depot also asserts that, at all times, employees 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 Home Depot during the Class Period were properly compensated for all wages due as required

by California law. Home Depot further asserts that the alleged Wage Order violations relating to suitable seating and temperature regulation have no merit.

Consequently, Home Depot does not believe that any liability exists.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Home Depot has agreed to pay a total of \$20,000 in civil penalties to resolve the PAGA claims.

III. DO I HAVE OPTIONS?

You do not have any options and do not need to take any actions. The enclosed check belongs to you. The Settlement has already been approved by the Judge in this case. The check will remain valid for one hundred eighty (180) days. If you do not cash your check within 180 days, a stop payment will be placed on the check.

IV. WHAT IS THE IMPACT OF THE SETTLEMENT?

As a result of the settlement, you and every member of the PAGA Group releases Home Depot from claims under the PAGA as follows: claims arising from January 26, 2020 through April 16, 2023 and made on behalf of the LWDA and/or State of California contained in the Operative Complaint or any written notice provided to the LWDA, including PAGA claims for or predicated on (1) unpaid wages; (2) unpaid overtime (including alleged violations of Labor Code Sections 210, 221, 510, 558, 1194, 1198 and similar provisions of the California Wage Orders); (3) minimum wage violations (including alleged violations of Labor Code Sections 210, 221, 1194, 1197, 1197.1, and similar provisions of the California Wage Orders); (4) failure to provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the applicable California Wage Order); (5) failure to properly calculate and/or pay break premiums as required by Labor Code Section 226.7 (and/or the applicable California Wage Order); (6) violations of California's sick leave laws (including COVID-related emergency sick leave); (7) miscalculation of the regular rate and/or rate for payment of sick leave and/or emergency sick leave; (8) failure to reimburse for work-related expenditures in violation of Labor Code Section 2802 (and/or the applicable California Wage Order); (9) failure to provide accurate wage statements or otherwise keep accurate payroll records (alleged violations of Labor Code Section 226 and similar provisions of the California Wage Orders); (10) failure to timely pay wages (including wages due upon termination and waiting time penalties) as required by Labor Code Sections 201, 202, 203, 204, and 227.3 (and/or the applicable California Wage Order); (11) any alleged failure to comply with California's Wage Orders including provisions regulating conditions of employment including temperature and suitable seating; and (12) civil penalties pursuant to PAGA based on any of the foregoing alleged violations.

V. WHAT IF I NEED ADDITIONAL INFORMATION?

If you have any questions, you may call the third-party claims administrator about this settlement:

[insert Settlement Administrator contact information]

PLEASE DO NOT CALL THE COURT OR HOME DEPOT REGARDING THIS SETTLEMENT.

EXHIBIT C

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SANTA CLARA**

10 DOUGLAS PATTON, on behalf of the State
11 of California, as a private attorney general, and
12 as an individual, on behalf of himself and on
13 behalf of all persons similarly situated, and
14 SALVADOR REYNOSA, JR., an individual,
on behalf of himself and on behalf of all
persons similarly situated,

15 Plaintiffs,

16 vs.

17 HOME DEPOT U.S.A., INC., a Corporation;
18 and Does 1 through 50, Inclusive,

19 Defendants.
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Case No. 21CV387956

Hon. Sunil R. Kulkarni
Dept. 1

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Date: _____, 2024
Hearing Time: _____
Location: Dept. 1

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

On _____, a hearing was held on the motion of Plaintiffs Douglas Patton and Salvador Reynosa, Jr. (“Plaintiffs”) for final approval of class and representative action settlement and for payments to the Plaintiffs, Class Members, PAGA Group Members, Class Counsel, the California Labor and Workforce Development Agency (“LWDA”), and the Settlement Administrator. Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared for Plaintiffs, and Morgan, Lewis & Bockius LLP appeared for Defendant Home Depot U.S.A., Inc. (“Defendant”). Having considered the Joint Stipulation of Settlement (“Settlement Agreement”), which this Court preliminary approved by its Order dated _____ (the “Preliminary Approval Order”), and all papers filed and all arguments made in connection with the Final Approval Hearing, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Except as otherwise specified herein, the Court for purposes of this Final Approval Order adopts all defined terms set forth in the Settlement Agreement.

2. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all Class Members.

4. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, reasonable, adequate, and in the best interests of the entire Class. The Court hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

Class Certification

5. In the Court’s Preliminary Approval Order, the Court certified the Class for purposes of

1 settlement. The Court finds, for purposes of settlement only, that the Class meets the requirements for
2 certification on all other theories under California Code of Civil Procedure section 382. For purposes of
3 effectuating the Settlement, the Court finally certifies the following Class:

4 Any non-exempt, hourly associate employed by Home Depot U.S.A., Inc. (and its past
5 and present Affiliates) in the State of California at a California supply chain facility at
6 any point from January 26, 2017 through April 16, 2023, excluding those associates who
7 worked at the Tracy RDC prior to June 17, 2021. The Class Period for Class Members
8 who worked at the Tracy RDC shall be June 17, 2021 through April 16, 2023.

9 6. In the Court's Preliminary Approval Order, Plaintiffs were appointed as Class
10 Representatives as to the conditionally certified Class. The Court confirms their appointment for purposes
11 of this settlement.

12 7. In the Court's Preliminary Approval Order, Blumenthal Nordrehaug Bhowmik De Blouw
13 LLP were appointed as Class Counsel as to the conditionally certified Class. The Court confirms the
14 appointment of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for purposes of this
15 settlement.

16 **Class Notice**

17 8. Notice of Settlement ("Notice") to Class Members, as set forth in the Settlement
18 Agreement, has been completed in conformity with the terms of the Settlement Agreement and
19 Preliminary Approval Order as to all Class Members who could be identified through reasonable effort.
20 The Court finds that said notice was the best notice practicable under the circumstances. The Notice
21 provided due and adequate notice to Class Members of the proceedings and of the matters set forth therein,
22 including the Settlement, the manner by which objections to the Settlement could be made and Class
23 Members could opt out of the non-PAGA portion of the Settlement, and that any Class Member who opts
24 out will still be bound by the PAGA terms of the Settlement and will be ineligible to pursue any PAGA
25 claims resolved by the Settlement Agreement. The Notice fully satisfied the requirements of due process.

26 **California Private Attorneys General Act**

27 9. The Court finds that Plaintiff Patton was authorized to proceed on behalf of the State of
28 California under the California Private Attorneys General Act (Cal. Labor Code §§2698 *et seq.*) ("PAGA")

1 to resolve the PAGA claims asserted in the Second Amended Class and Representative Action Complaint,
2 that the State had an opportunity to review the PAGA claims that Plaintiff Patton is releasing on the State's
3 behalf pursuant to California Labor Code Section 2699(l) and 2699.3, and that the State has expressed no
4 objection to the PAGA portion of this Settlement. Accordingly, Plaintiff Patton, all Class Members
5 (whether or not they have opted out of the Settlement) on whose behalf Plaintiff Patton has settled these
6 PAGA claims, and the State of California shall be deemed to have expressly waived and relinquished, by
7 operation of law and to the fullest extent permitted by law, the provisions, rights and benefits they
8 otherwise may have had related to the Released PAGA Claims as set forth in Paragraph 49 of the
9 Settlement Agreement.

10 **Objections and Requests for Exclusion**

11 10. ____ objections to the Settlement were submitted by any Class Members. [If objections
12 were submitted: The Court has considered any objections filed along with responses to the objections, and
13 the Court finds that, notwithstanding the objections, the settlement is fair, reasonable and non-collusive
14 and is hereby approved.]

15 11. Requests for Exclusion were submitted by ____ Class Members. The Court finds that the
16 following Class Members submitted a valid and timely Request for Exclusion and therefore shall not be
17 bound by the terms of the Settlement Agreement related to the non-PAGA portion of the Settlement:

- 18 1. _____
- 19 2. _____
- 20 3. _____

21
22 12. Plaintiff and all other Settlement Class Members shall have, by operation of this Judgment,
23 fully, finally, and forever released, relinquished, and discharged the Releasees from the Released Class
24 Claims as set forth in Paragraph 55 of the Settlement Agreement. All Class Members who are PAGA
25 Group Members, as defined in the Settlement Agreement, including the Class Member(s) identified in
26 Paragraph 11 above, shall have, by operation of this Judgment, fully, finally, and forever released,
27 relinquished, and discharged the Releasees from any PAGA Released Claims. Additionally, Plaintiffs
28

1 will be bound by their covenant, as provided in the Settlement Agreement, that they will not participate
2 or receive recovery or monies in connection with any proceeding seeking penalties under the PAGA, or
3 in connection with any other claim which arises during the Class Period for any known or unknown claims.

4 13. Plaintiffs are hereby enjoined from filing or prosecuting any other cases, claims, suits or
5 administrative proceedings involving the Released Class Claims as set forth in the Settlement Agreement.

6 **Payments Pursuant to the Stipulation**

7 14. Within twenty-one (21) days after the Settlement Effective Date, Defendant is to fund the
8 Qualified Settlement Fund. The Court finds that the Maximum Settlement Payment, the Net Settlement
9 Amount, the PAGA Group Payment, and the methodology used to calculate and pay each Settlement Class
10 Member's portion of the Net Settlement Amount and/or PAGA Group Member Payment is fair and
11 reasonable, and authorizes the Settlement Administrator to pay and distribute the Net Settlement Amount
12 and PAGA Group Payment to the Settlement Class Members and PAGA Group Members in accordance
13 with the terms of the Settlement Agreement.

14 15. The funds for any check that remains uncashed one-hundred-eighty (180) days after the
15 payment of first round settlement checks by the Settlement Administrator will be sent by the Settlement
16 Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property
17 Law, California Civil Code Section 1500, *et seq.* in the name of the Settlement Class Member and/or the
18 PAGA Group Member to whom the uncashed check was addressed, for his or her benefit until such time
19 as they claim their property. In such event, the Settlement Class Members whose checks remain uncashed
20 one-hundred-eighty (180) days after the payment of first round settlement checks by the Settlement
21 Administrator shall nevertheless remain subject to the terms of the Judgment.

22 16. Class Counsel shall be paid \$370,833 as their attorneys' fees and \$___ for reimbursement
23 of actual litigation costs and expenses from the Maximum Settlement Payment in accordance with the
24 terms of the Settlement Agreement. The Court finds that the requested award of attorneys' fees is fair and
25 reasonable for a contingency fee in a class action such as this, *i.e.*, one-third of the common fund created
26 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
27 fees via their lodestar crosscheck, and the Court finds that the rates, hours billed, and risk multiplier are
28

1 fair and reasonable.

2 17. Plaintiffs Douglas Patton and Salvador Reynosa, Jr. shall each be paid a Service
3 Enhancement payment of \$10,000.00 from the Maximum Settlement Payment for their roles as Class
4 Representatives in accordance with the terms of the Agreement. The Court finds this amount to be fair,
5 reasonable, and sufficiently supported.

6 18. The Settlement Administrator shall be paid an amount not to exceed \$60,000 from the
7 Maximum Settlement Payment for the costs and expenses of administering the Settlement.

8 19. A payment in the amount of \$15,000 from the Maximum Settlement Payment shall be
9 allocated to penalties under the PAGA, California Labor Code sections 2698, *et seq.*, and paid by the
10 Settlement Administrator directly to the LWDA.

11 **Other Provisions**

12 20. Nothing relating to this Order, or any communications, papers, or orders related to the
13 Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendant or
14 the Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the Class
15 Members, or any other person, or that class or collective action certification is appropriate in this or any
16 other matter. There has been no determination by any Court as to the merits of the claims asserted by
17 Plaintiffs or as to whether a class should be certified, other than for settlement purposes only. Furthermore,
18 nothing in the Settlement Agreement shall be cited to as, construed to be, admissible as, or considered any
19 form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendant or
20 Releasees.

21 21. The Parties shall implement the Settlement according to the terms of the Settlement
22 Agreement.

23 22. The Court reserves exclusive and continuing jurisdiction over the Action, Plaintiffs, the
24 Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction,
25 administration and interpretation of the Settlement and this Judgment.

26 23. If the Settlement does not become final and effective in accordance with its terms, this
27 Judgment shall be rendered null and void and shall be vacated and, in such event, all related orders entered
28

and all releases delivered in connection herewith also shall be rendered null and void.

IT IS SO ORDERED.

Date: _____

The Honorable Sunil R. Kulkarni
SUPERIOR COURT JUDGE

EXHIBIT #3

BLUMENTHAL NORDREHAUG

BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

SEPTEMBER 4, 2024

RAY GARZA

RE: HOME DEPOT
FILE NUMBER: CA2323.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/15/20	ND	REVIEW AND ANALYZE ORIGINAL INTAKE CASE NOTES. LEGAL RESEARCH REGRADING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA.STATUS UPDATE TO PLAINTIFF.	3.90	850	3,315.00
12/16/20	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAYSTUBS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS AND CLAIMS FOR COMPLAINT.	4.50	850	3,825.00
12/17/20	ND	DRAFT ORIGINAL COMPLAINT. REVIEW FACTS AND LAW.	4.50	850	3,825.00
12/18/20	ND	DRAFT COMPLAINT. ANALYZE MEAL AND REST BREAK CLAIMS. SEND TO PLAINTIFF FOR APPROVAL TO FILE.	4.00	850	3,400.00
12/19/20	ND	REVIEW CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING VIOLATIONS.	2.20	850	1,870.00
01/08/21	ND	...	3.10	850	2,635.00
01/08/21	ND	REVIEW AND ANALYZE OFF THE CLOCK WORK TASKS INCLUDING COVID TEMPERATURE CHECKS. LEGAL RESEARCH REGARDING OFF	3.20	850	2,720.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		THE CLOCK CLAIMS. STATUS UPDATE TO PLAINTIFF.			
01/10/21	RE	REVIEW DAMAGE ANALYSIS/CASE NOTES.	0.50	675	337.50
01/10/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.75	675	1,856.25
01/11/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE FOR NEXT DAY FILING.	2.50	675	1,687.50
01/11/21	RE	PREPARE SUMMONS AND CIVIL COVER SHEET FOR NEXT DAY FILING	0.50	675	337.50
01/11/21	RE	CONFER W ND RE COMPLAINT; LOCATE WAREHOUSE WHERE PLAINTIFF WORKED; PREPARE CERTIFCATE OF COUNSEL FORM	0.40	675	270.00
01/12/21	RE	REVIEW AND FINALIZE COMPLAINT PACKAGE; SEND TO NB FOR SIGNATURE.	0.40	675	270.00
01/13/21	ND	REVIEW FILE OF ADDITIONAL PLAINTIFF FOR LEGAL CLAIMS. ANALYZE PAY STUBS. CONFERENCE WITH PLAINTIFF TODISCUSS INCLUSION IN COMPLAINT AND CLAIMS. REVIEW AND REVISE COMPLAINT AND SEND FOR APPROVAL TO PLAINTIFF.	2.90	850	2,465.00
01/15/21	ND	REVIEW ENTIRE EMPLOYMENT FILE OF PLAINTIFF HEREDIA. ANALYZE REST BREAK CLAIMS. REVIEW EMAILS AND DOCS FROM CLIENT REGARDING UNPAID WAGES. CONFERENCE WITH PLAINTIFF TO DISCUSS. REVIEW AND REVISE COMPLAINT.	2.70	850	2,295.00
01/18/21	RE	REVIEW & EDIT LATEST VERSION OF COMPLAINT; FINALIZE AND FORWARD TO ND FOR APPROVAL.	2.25	675	1,518.75
01/19/21	RE	FINALIZE COMPLAINT PACKAGE W ADDITIONAL PLAINTIFFS; ADD ROUNDING CLAIM; EDIT CIVIL CASE	0.75	675	506.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COVER SHEET AND SUMMONS; CONFER W ND PRIOR TO FINALIZING RE ADDITIONAL CLAIMS TO BE ADDED.			
01/25/21	RE	EDIT COMPLAINT; ADD ROUNDING AND SICK PAY CLAIMS; FORWARD TO ND.	1.00	675	675.00
01/25/21	RE	CONFER W ND RE FILING OF COMPLAINT; EDIT CIVIL CASE COVER SHEET, AND CERTIFICATE OF ASSIGNMENT; FORWARD TO NB FOR SIGNATURE FOR SAME DAY FILING.	0.50	675	337.50
01/25/21	RE	FINALIZE COMPLAINT PACKAGE; FILE IN RIVERSIDE SUP. CT.	0.75	675	506.25
02/02/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CASE MANAGEMENT CONFERENCE	0.60	675	405.00
02/16/21	CL	DRAFT PLAINTIFF REYNOSA'S REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT.	2.60	750	1,950.00
02/17/21	JH	REVIEW, ANALYZE AND REVISE DRAFT DISCOVERY	0.60	750	450.00
03/10/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.80	675	540.00
03/11/21	CL	REVIEW AND ANALYZE FILE; DRAFT CASE MANAGEMENT STATEMENT.	1.20	750	900.00
03/19/21	RE	FILE POS OF SUMMONS; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM	0.50	675	337.50
03/23/21	NBB	REVIEW COMPLAINT, ANALYZE, FILE.	2.50	995	2,487.50
03/24/21	CL	FINALIZE BELAIRE-WEST NOTICE AND	0.70	750	525.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PROTECTIVE ORDER; EMAIL TO/FROM A. GRODAN RE: ELECTRONIC SERVICE, BELAIRE-WEST NOTICE, PROTECTIVE ORDER AND MEET AND CONFER RE: 3.724.			
03/25/21	CL	DRAFT AMENDED CASE MANAGEMENT STATEMENT.	0.30	750	225.00
04/13/21	JH	REVIEW NOTICE OF REMOVAL; DISCUSS JUDICIAL ASSIGNMENT AND POTENTIAL REMAND WITH TEAM	0.50	750	375.00
04/13/21	CL	RECEIPT AND REVIEW NOTICE OF PARTIES COURT-DIRECTED ADR PROGRAM.	0.30	750	225.00
04/13/21	CL	[CLASS] RECEIPT AND REVIEW ANSWER TO COMPLAINT.	0.30	750	225.00
04/13/21	CL	[CLASS] RECEIPT AND REVIEW NOTICE OF REMAND AND DECLARATION; DISCUSS STRATEGY CALL WITH AJ AND J. HERMAN TO DETERMINE REMAND.	0.60	750	450.00
04/13/21	CL	[CLASS] EMAIL TO A. GRODAN RE: MEET AND CONFER IN COMPLIANCE WITH LR 7-3 RE MOTION FOR CLASS CERTIFICATION; MEDIATION AND RULE 26F.	0.40	750	300.00
04/14/21	CL	[CLASS] RECEIPT AND REVIEW NOTICE OF COURT ADR PROGRAM; RECEIPT AND REVIEW NOTICE OF CASE ASSIGNMENT.	0.30	750	225.00
04/14/21	CL	[CLASS] FINALIZE NOTICE OF APPEARANCE OF C. LEVU.	0.20	750	150.00
04/14/21	CL	[CLASS] REVIEW AND ANALYZE DEFENDANT'S NOTICE OF RELATED CASE.	0.20	750	150.00
04/15/21	CL	[CLASS] EMAIL TO A. GRODAN RE: MEET AND CONFER IN COMPLIANCE WITH LR 7-3 RE MOTION FOR CLASS CERTIFICATION; MEDIATION AND RULE 26F.	0.20	750	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/21/21	JH	DISCUSS LR 7-3 WITH CL	0.70	750	525.00
04/21/21	CL	EMAIL TO AL GRODAN RE: MEET AND CONFER RE: 26F, CLASS CERTIFICATION, BELAIRE-WEST AND PROTECTIVE ORDER.	0.20	750	150.00
04/23/21	CL	REVIEW AND ANALYZE RIVERSIDE SUPERIOR COURT'S CASE MANAGEMENT ORDER.	0.30	750	225.00
04/27/21	JH	REVIEW AND ANALYE THE COURT'S STANDING ORDER; DISCUSS WITH TEAM	0.60	750	450.00
04/27/21	JH	DISCUSS LR 7-3 WITH CL	0.50	750	375.00
04/27/21	CL	[CLASS] CONFERENCE ALL WITH A. GRODAN RE: 26F CONFERENCE, PROTECTIVE ORDER, BELLAIRE-WEST NOTICE; DRAFT 26F REPORT; DRAFT ADR SELECTION FORM; EMAIL TO A. GRODAN RE: 26F CONFERENCE, PROTECTIVE ORDER, BELLAIRE-WEST NOTICE AND ADR SELECTION FORM.	2.30	750	1,725.00
04/28/21	JH	DISCUSS MATTER WITH CL	0.50	750	375.00
04/30/21	JH	COMMUNICATION WITH DEFENSE COUNSEL RE MEDIATION	0.40	750	300.00
05/07/21	JH	REVIEW DOCKET AND STATUS OF MATTER	0.40	750	300.00
05/22/21	CL	[CLASS] REVIEW AND ANALYZE MOTION TO TRANSFER VENUE TO EASTERN DISTRICT.	0.40	750	300.00
05/22/21	CL	[CLASS] DRAFT SPECIAL INTERROGATORIES, SET ONE - FEDERAL TO DEFENDANT; EMAIL TO ALEX GRODAN RE: MEET AND CONFER RE: 26F REPORT, DISCOVERY, BELAIRE-WEST NOTICE, PROTECTIVE ORDER AND MEDIATION. TRANSFER VENUE TO EASTERN DISTRICT.	1.20	750	900.00
05/23/21	CL	[CLASS] REVISE RESPONSES TO REQUEST FOR PRODUCTION; DRAFT	0.90	750	675.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EMAIL TO C. VAGLIENTY RE: RESPONSES TO DISCOVERY AND DEADLINE TO SUBMIT VERIFICATIONS.			
05/24/21	CL	[CLASS] LEGAL RESESRCH RE: SHEPARDIZING PACESETTER SYSTEMS IN PREPARATION FOR OPPOSITION TO MOTION TO TRANSFER VENUE.	1.70	750	1,275.00
05/24/21	CL	[CLASS] LEGAL RESEARCH RE: SHERARDIZING PACESETTER SYSTEMS IN PREPARATION FOR OPPOSITION TO MOTION TO TRANSFER VENUE.	1.70	750	1,275.00
05/27/21	CL	LEGAL RESEARCH RE: STANDARD FOR MOTION TO TRANSFER VENUE RE: PACESETTTER DISTINGUISHED CASES; ONLINE RESEARCH RE: LOCATIONS IN EASTERN DISTRICT AND CENTRAL DISTRICT IN PREPARATION FOR OPPOSITION TO MOTION TO TRANSFER VENUE.	2.50	750	1,875.00
05/27/21	CL	[CLASS] REVIEW AND ANALYZE BELL ACTION PLEADINGS AND STATUS IN PREPARATION TO OPPOSE MOTION TO TRANSFER VENUE.	1.30	750	975.00
05/27/21	CL	[CLASS] REVIEW AND ANALYZE NUNES ACTION - FEDERAL AND STATE COURT INCLUDING JOINT STATUS REPORTS AND STIPULATION FOR SETTLEMENT AND RELEASE IN PREPARATION TO OPPOSE MOTION TO TRANSFER VENUE.	1.60	750	1,200.00
05/27/21	CL	[CLASS] DRAFT PLAINTIFF'S OPPOSITION TO MOTION TO TRANSFER VENUE.	3.60	750	2,700.00
05/28/21	JH	REVIEW, ANALYZE, AND REVISE MOTION TO TRANSFER OPPOSITION; DISCUSS WITH CL	1.00	750	750.00
05/28/21	CL	[CLASS] DRAFT REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF OPPOSITION TO TRANSFER VENUE;	2.80	750	2,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PREPARE EXHIBITS 1-6.			
05/28/21	CL	[CLASS] DRAFT DECLARATION OF CHRISTINE T. LEVU IN SUPPORT OF OPPOSITION TO TRANSFER VENUE; PREPARE EXHIBITS 7-10.	1.70	750	1,275.00
05/28/21	CL	[CLASS] REVISE AND FINALIZE PLAINTIFF'S OPPOSITION TO MOTION TO TRANSFER VENUE; DECLARATION OF CHRISTINE T. LEVU AND REQUEST FOR JUDICIAL NOTICE.	4.40	750	3,300.00
06/04/21	JH	REVIEW AND ANALYZE SCHEDULING ORDER; COORDINATE WITH CALENDAR	0.50	750	375.00
06/04/21	CL	REVIEW AND ANALYZE ORDRE SETTING SCHEDULING CONFERENCE.	0.30	750	225.00
06/07/21	JH	REVIEW AND ANALYZE DEFENDANT'S MOTION TO TRANSFER REPLY	1.00	750	750.00
06/15/21	JH	REVIEW AND ANALYZE CHAMBER RULES AND DOCKET	0.40	750	300.00
06/18/21	JH	REVIEW MINUTE ORDER FROM COURT RE MOTION TO TRANSFER HEARING	0.40	750	300.00
06/21/21	HD	DRAFT SHELLS FOR PLAINTIFF'S MOTION TO COMPEL RULE 26F CONFERENCE	1.00	250	250.00
06/21/21	JH	REVIEW ORDER GRANTING MOTION TO TRANSFER	0.30	750	225.00
06/21/21	CL	REVIEW AND ANALYZE MINUTE ORDER GRANTING DEFENDANT'S MOTION TO TRANSFER VENUE.	0.40	750	300.00
06/21/21	CL	RECEIPT AND REVIEW ORDER RE STATUS CONFERENCE.	0.30	750	225.00
06/23/21	CL	RECEIPT AND REVIEW NOTICE OF RELATED CASE.	0.30	750	225.00
06/24/21	JH	REVIEW/ANALYZE DEFENDANT'S RESPONSES TO S ROGS SET 1	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/05/21	JH	REVIEW NOTICE OF RELATED CASE; RESEARCH RELATED CASE	0.70	750	525.00
07/08/21	CL	REVIEW AND ANALYZE DEFENDANT'S NOTICE OF RELATED CASE; EMAIL FROM COURTROOM DEPUTY RE: INSTRUCTION AND ORDER TO FILE NOTICE OF RELATED CASE.	0.50	750	375.00
07/19/21	CL	[CLASS] RECEIPT AND REVIEW SCHEDULING NOTICE RE MOTION TO TRANSFER CASE TO USDC - EASTERN DISTRICT.	0.20	750	150.00
07/23/21 14	KN	LEGAL RESEARCH AND ANALYSIS OF VENUE	0.75	950	712.50
08/27/21	CL	[CLASS] REVIEW AND ANALYZE USDC EASTERN DISTRICT ORDER RE STATUS CONFERENCE; DRAFT JOINT STATUS CONFERENCE IN PREPARATION OF 26F CONFERENCE; DISCUSS AMENDING COMPLAINT AND ADDING NEW REP PATTON WITH NICK AND AJ.	1.70	750	1,275.00
08/27/21	CL	EMAIL TO A. GRODAN RE: REQUEST FOR 26F CONFERENCE, JOINT STATUS REPORT AND BELAIRE-WEST NOTICE.	0.40	750	300.00
08/31/21	CL	[CLASS] EMAIL TO/FROM A. GRODAN RE: SECOND REQUEST FOR 26F CONFERENCE AND DATES OF AVAILABILITY.	0.40	750	300.00
09/08/21	CL	EMAIL TO A. GRODAN RE: RULE 26F CONFERENCE AND FOLLOW-UP RE: MEET AND CONFER.	0.40	750	300.00
09/14/21	CL	REVIEW AND ANALYZE ORDER RE; PRETRIAL SCHEDULING CONFERENCE; DRAFT JOINT STATUS REPORT PURSUANT TO LR 240; EMAIL TO A. GRODAN RE: RULE 26F CONFERENCE.	1.60	750	1,200.00
09/15/21	CL	TELEPHONE CALL WITH A. GRODAN RE: 26F CONFERENCE AND REPORT, CONSENT TO FILE FAC; PREPARE COMPARISON FAC AND COMPLAINT AND EMAIL TO A. GRODAN RE: 26F,	0.80	750	600.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		BELAIRE-WEST, PROTECTIVE ORDER AND CONSENT TO FILE FAC.			
09/18/21	CL	DRAFT STIPULATION TO FILE FIRST AMENDED COMPLAINT; DRAFT PROPOSED ORDER RE: SAME.	1.30	750	975.00
09/22/21	CL	[CLASS] TELEPHONE CALL TO/FROM A. GRODAN RE: RULE 26F REPORT AND FIRST AMENDED COMPLAINT.	0.30	750	225.00
09/24/21	CL	DRAFT PLAINTIFF'S REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT; REVISE BELAIRE-WEST AND STIPULATED PROTECTIVE ORDER; EMAIL TO/FROM A. GROBAN RE: DISCOVERY AND BELAIRE-WEST NOTICE; EMAIL FROM A. GROBAN RE PRIORITY OF DEPOSITIONS.	2.40	750	1,800.00
09/28/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING JOINT 26(F) REPORT; REVIEW FINAL REPORT.	0.60	550	330.00
10/07/21	AR	REVIEW FILE; DRAFT AND SERVE INITIAL DISCLOSURES.	1.20	550	660.00
10/15/21	CL	EMAIL TO/FROM A. GRODAN RE: MEET AND CONFER RE: PROTECTIVE ORDER, BELAIRE-WEST AND PMK DEPOSITION TOPICS.	0.30	750	225.00
10/21/21	CL	EMAIL TO/FROM COURT CLERK RE: ZOOM APPEARANCES AND GUIDELINES FOR COURT APPEARANCE.	0.40	750	300.00
10/22/21	CL	EMAIL TO A. GRODAN RE: PMK CATEGORIES, BW AND PROTECTIVE ORDER MEET AND CONFER.	0.30	750	225.00
10/25/21	CL	TELEPHONE CALL WITH A. GRODAN RE: MEET AND CONFER; EMAIL TO A.	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		GRODAN RE: DISCOVERY, BAW, PROTECTIVE ORDER AND STIPULATION RE: FAC.			
10/25/21	CL	ATTEND SCHEDULING CONFERENCE HEARING.	0.80	750	600.00
10/25/21	CL	RECEIPT AND REVIEW MINUTES R: SCHEDULING CONFERENCE.	0.30	750	225.00
10/25/21	CL	EMAIL TO A. GRODAN RE: MEET AND CONFER RE: PLAINTIFF'S DEPOSITIONS.	0.30	750	225.00
10/25/21	CL	FINALIZE AND FILE STIPULATION TO FILE FIRST AMENDED COMPLAINT; EMAIL TO CHAMBERS RE: PROPOSED ORDER RE: STIPULATION TO FILE FIRST AMENDED COMPLAINT.	0.80	750	600.00
10/25/21	CL	RECEIPT AND REVIEW DEFENDANT'S NOTICE OF DEPOSITION OF PLAINTIFF.	0.40	750	300.00
10/27/21	AR	RECEIVE AND REVIEW SCHEDULING ORDER; CORRESPONDENCE REGARDING THE SAME.	0.70	550	385.00
10/27/21	CL	REVIEWED ANALYZE SCHEDULING ORDER AND PHASES OF DISCOVERY; REVIEW AND ANALYZE LOCAL RULES RE: DISCOVERY CONFERENCE AND MOTIONS; REVIEW AND ANALYZE STANDING INFORMATION FOR JUDGE NEWMAN AND SHUBB; REVIEW AND ANALYZE LOCAL RULES RE SUMMARY JUDGEMENT.	1.20	750	900.00
10/28/21	CL	RECEIPT AND REVIEW ORDER FROM THE COURT GRANTING LEAVE TO FILE FIRST AMENDED COMPLAINT.	0.20	750	150.00
10/28/21	CL	FINALIZE FIRST AMENDED COMPLAINT.	0.30	750	225.00
10/29/21	CL	EMAIL TO/FROM A. GRODAN RE: MEET AND CONFER RE: CLASS DISCOVERY.	0.40	750	300.00
11/02/21	AR	REVIEW FILE FOR STATUS; TELEPHONIC AND EMAIL	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CORRESPONDENCE WITH CLIENTS REGARDING DEPOSITIONS AND CASE STATUS.			
11/03/21	CL	EMAIL FROM A. GRODAN RE: PMK DEPOSITION AND CATEGORIES.	0.20	750	150.00
11/04/21	AR	TELECONFERENCE WITH CTL REGARDING STATUS OF MATTER AND OUTLINING OF ORDERS.	0.30	550	165.00
11/04/21	CL	EMAIL TO COURT-REPORTER RE: CANCELLATION OF PMK DEPOSITION.	0.20	750	150.00
11/04/21	ASC	DRAFT OBJECIONS TO DEFENDANT'S NOTICE OF DEPOSITION OF PLAINTIFF BASED ON LOCATION AND UNILATERAL DATE	0.50	250	125.00
11/05/21	AR	BEGIN REVIEW OF FILE AND ORDERS FOR DRAFTING INDIVIDUAL DISCOVERY REQUESTS.	0.60	550	330.00
11/08/21	AR	MULTIPLE CORRESPONDENCE WITH CLIENTS REGARDING DEPOSITION TIMELINE.	0.40	550	220.00
11/08/21	AR	REVIEW AND OUTLINE PRIOR DISCOVERY; COMPARE AGAINST COMPLAINT AND CASE NOTES.	0.60	550	330.00
11/08/21	AR	DRAFT AND SERVE INDIVIDUAL DISCOVERY REQUESTS PURSUANT TO COURT ORDER.	1.80	550	990.00
11/08/21	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING WITHDRAWN DISCOVERY AND REVISED 30(B)(6) NOTICE.	0.30	550	165.00
11/08/21	CL	DRAFT PMK DEPOSITION (INDIVIDUAL DISCOVERY).	0.80	750	600.00
11/08/21	CL	EMAIL TO S. REYNOSA RE: DEPOSITION; TEXT MESSAGE TO S. REYNOSA RE: SAME.	0.30	750	225.00
11/08/21	CL	EMAIL TO N. HEREDIA RE: DEPOSITION; TEXT MESSAGE TO S.	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REYNOSA RE: SAME.			
11/08/21	CL	EMAIL TO A. MUNIZ RE: DEPOSITION; TEXT MESSAGE TO S. REYNOSA RE: SAME.	0.30	750	225.00
11/09/21	AR	MULTIPLE CORRESPONDENCE WITH CLIENTS REGARDING DEPOSITION SCHEDULING.	0.30	550	165.00
11/09/21	AR	TELECONFERENCE WITH CLIENT REYNOSA REGARDING DEPOSITION AND PREPARATION; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	550	275.00
11/09/21	CL	TELEPHONE CALL TO A. MUNIZ RE: RETURN CALL AND DEPOSITION AVAILABILITY.	0.20	750	150.00
11/10/21	CL	TELEPHONE CALL TO A. MUNIZ RE: DEPOSITION AVAILABILITY; DRAFT LETTER AND EMAIL TO A. MUNIZ RE: DEPOSITION AND PRE-DEPOSITION AVAILABILITY.	0.40	750	300.00
11/10/21	CL	EMAIL AND TEXT TO/FROM N. HEREDIA RE: DEPOSITION AND PRE-DEPOSITION.	0.30	750	225.00
11/10/21	CL	TEXT TO/FROM A. MUNIZ RE: DEPOSITION AND PRE-DEPOSITION; TELEPHONE CALL WITH A. MUNIZ RE: SAME; EMAIL TO A. MUNIZ CONFIRMING DEPOSITION AND PRE-DEPOSITION.	0.50	750	375.00
11/10/21	AR	REVIEW AND OUTLINE SCHEDULING ORDER; DRAFT SUMMARY FOR CJ PER PRIOR CORRESPONDENCE.	0.80	550	440.00
11/12/21	CL	TELEPHONE CALL WITH N. HEREDIA RE: DEPOSITION; TEXT MESSAGE TO N. HEREDIA RE: SAME; DISCUSS WITH PARTNERS RE: TERMINATION OF ENGAGEMENT.	0.40	750	300.00
11/15/21	CL	TELEPHONE CALL FROM N. HICKS RE: SETTLEMENT AND DISCOVERY; EMAIL FROM N. HICKS RE: SAME.	0.20	750	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/16/21	ASC	DRAFT OBJECTIONS TO DEFENDANT'S NOTICES OF DEPOSITION OF PLAINTIFFS MUNIZ AND REYNOZA	0.50	250	125.00
11/23/21	CL	REVISE AND FINALIZE STIPULATION TO DISMISS HEREDIA AND PROPOSED ORDER; EMAIL TO A. GRODAN RE: MEET AND CONFER RE: SAME.	0.90	750	675.00
11/23/21	ASC	DRAFT STIPULATION AND PROPOSED ORDER TO DISMISS PLAINTIFF NATALIE HEREDIA	1.00	250	250.00
11/29/21	CL	RECEIPT AND REVIEW ANSWER TO COMPLAINT.	0.30	750	225.00
11/30/21	CL	RECEIPT AND REVIEW COURT'S ORDER GRANTING MOTION TO DISMISS.	0.30	750	225.00
12/01/21	CL	EMAIL TO A. GRODAN RE: STIPULATION TO DISMISS HEREDIA.	0.20	750	150.00
12/02/21	CL	EMAIL FROM A. GRODAN RE: APPROVAL OF STIPULATION TO DISMISS HEREDIA; EMAIL TO A. GRODAN RE: TELEPHONE CALL RE: DEPOSITION OF REYNOSA AND MEET AND CONFER RE: OTHER DEPOSITIONS.	0.30	750	225.00
12/02/21	CL	FINALIZE STIPULATION TO DISMISS HEREDIA; EMAIL TO CHAMBERS RE: PROPOSED ORDER TO DISMISS HEREDIA; EMAIL TO HEREDIA RE: REQUEST FOR HER DISMISSAL.	0.60	750	450.00
12/02/21	CL	EMAIL TO S. REYNOSA RE: CANCELLATION OF DEPOSITION AND PRE-DEPOSITION BY HOME DEPOT; TELEPHONE CALL TO S. REYNOSA ADVISING OF CANCELLED DEPOSITION; EMAIL TO S. REYNOSA RE: SAME.	0.40	750	300.00
12/02/21	CL	EMAIL FROM A. GRODAN RE: CLAIMING THAT REYNOSA'S DEPOSITION WOULD NEED TO BE RESCHEDULED; EMAIL TO A. GRODAN	0.30	750	225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FROM 11/19 EVIDENCING THAT WE PROVIDED NOTICE THAT REYNOSA AND MUNIZ WOULD BE APPEARING FOR DEPOSITION.			
12/03/21	AR	REVIEW NOTICES OF DEPOSITION AND PRIOR CORRESPONDENCE; DRAFT SUMMARY.	0.60	550	330.00
12/06/21	CL	RECEIPT AND REVIEW ORDER GRANTING STIPULATION TO DISMISSAL N. HEREDIA.	0.20	750	150.00
12/06/21	CL	EMAIL TO HEREDIA NOTIFYING HER THAT SHE IS NO LONGER A PARTY TO THE ACTION AND ATTACHING THE COURT'S ORDER DISMISSING HER.	0.20	750	150.00
12/08/21	CL	EMAIL FROM A. GRODAN REQUESTING TO RESCHEDULE MEET AND CONFER RE: PMK DEPOSITIONS.	0.20	750	150.00
12/08/21	CL	LENGTHY TELEPHONE CALL WITH A. GRODAN REGARDING EXTENSION TO DISCOVERY; REQUESTING TO RESCHEDULE MEET AND CONFER RE: PMK DEPOSITIONS.	1.70	750	1,275.00
12/08/21	CL	FINALIZE AND FILE STIPULATION FOR PROTECTIVE ORDER; EMAIL TO CHAMBERS RE: WORD VERSION OF SAME.	0.50	750	375.00
12/10/21	CL	EMAIL TO A. MUNIZ RE: PRE-DEPOSITION AND DEPOSITION; TEXT TO A. MUNIZ RE: SAME.	0.40	750	300.00
12/10/21	CL	EMAIL TO S. REYNOSA RE: PRE-DEPOSITION AND DEPOSITION; TEXT TO S. REYNOSA RE: SAME.	0.40	750	300.00
12/10/21	CL	EMAIL TO D. PATTON RE: PRE-DEPOSITION AND DEPOSITION; TEXT TO S. REYNOSA RE: SAME.	0.40	750	300.00
12/10/21	CL	TELEPHONE CALL FROM D. PATTON RE: PRE-DEPOSITION AND DEPOSITION; EMAIL CONFIRMING AVAILABILITY FOR PRE-DEPOSITION	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND DEPOSITION; EMAIL TO A. GRODAN RE: SAME.			
12/10/21	CL	EMAIL FROM S. REYNOSA RE: PRE-DEPOSITION AND DEPOSITION.	0.30	750	225.00
12/13/21	CL	TELEPHONE CALL TO A. MUNIZ RE: DEPOSITION AND PRE-DEPOSITION AVAILABILITY; TEXT RE: SAME.	0.20	750	150.00
12/13/21	CL	RECEIPT AND REVIEW STIPULATION AND PROTECTIVE ORDER APPROVED.	0.20	750	150.00
12/16/21	CL	EMAIL FROM A. GRODAN PUSHING OUR TELEPHONE CALL AND STATING THAT THE STIPULATION WILL BE SUBMITTED.	0.20	750	150.00
12/16/21	CL	RECEIPT AND REVIEW STIPULATION TO CONTINUE INDIVIDUAL DISCOVERY; TELEPHONE CALL FROM A. GRODAN RE: REVISIONS TO SAME.	0.70	750	525.00
12/27/21	CL	EMAIL TO A. GRODAN RE: MEET AND CONFER RE: STIPULATION TO CONTINUE MSJ DATES.	0.30	750	225.00
12/27/21	CL	EMAIL TO A. GRODAN RE: MEET AND CONFER RE: STIPULATION TO CONTINUE MSJ DATES; REVIEW AND ANALYZE VERSION 3 OF STIPULATION TO CONTINUE MSJ DATES; REVISE VERSION 4 OF STIPULATION TO CONTINUE MSJ DATES.	0.80	750	600.00
12/29/21	CL	TELEPHONE CALL TO A. MUNIZ RE: DEPOSITION SCHEDULING.	0.30	750	225.00
12/29/21	CL	RECEIPT AND REVIEW DEFENDANT'S PRODUCTION (HD-REYNOSA 000001-000845) IN PREPARATION FOR MEET AND CONFER WITH DEFENDANT.	1.70	750	1,275.00
12/29/21	CL	REVIEW AND ANALYZE DEFENDANT'S RESPONSES TO REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE;	2.40	750	1,800.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DRAFT MEET AND CONFER LETTER RE: RESPONSES TO REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; DRAFT MEMORANDUM TO FILE RE: SUMMARY OF SAME			
12/30/21	ASC	TC WITH CTL RE EXHIBIT BOOK / REVIEW FILE AND ORGINZE DOCUMENTS	1.00	250	250.00
01/03/22	CL	MULTIPLE EMAILS FROM A. GRODAN RE: MEET AND CONFER RE: REYNOSA DEPOSITION AND PATTON DEPOSITIONS.	0.50	750	375.00
01/03/22	CL	EMAIL AND TELEPHONE CALL TO S. REYNOSA RE: CONFIRMATION OF PRE-DEPOSITION AND DEPOSITION.	0.40	750	300.00
01/04/22	AR	MULTIPLE CORRESPONDENCE REGARDING DEPOSITION TIMELINE.	0.40	550	220.00
01/04/22	AR	REVIEW AND EXTRACT RELEVANT DOCUMENTS FROM SUPPLEMENTAL PRODUCTION; ANNOTATE AND COMPILE EXHIBIT BOOK.	1.60	550	880.00
01/04/22	AR	VIDEOCONFERENCE WITH CTL REGARDING DOCUMENT REVIEW FOR DEPOSITIONS.	0.60	550	330.00
01/04/22	AR	DEPOSITION PREPARATION CALL WITH CLIENT.	0.30	550	165.00
01/04/22	CL	RECEIPT AND REVIEW DEFENDANT'S SUPPLEMENTAL PRODUCTION 000850-001061	0.40	750	300.00
01/04/22	CL	EMAIL TO A. GRODAN RE: FAILURE TO SERVE DOCUMENTS ON ALL PERSONS LISTED ON SERVICE LIST.	0.30	750	225.00
01/04/22	CL	DRAFT OUTLINE FOR DEPOSITION OF REYNOSA; PREPARE EXHIBITS IN PREPARATION FOR SAME.	2.20	750	1,650.00
01/04/22	CL	ATTEND PRE-DEPOSITION OF	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REYNOSA; EMAIL TO REYNOSA RE: RESCHEDULED PRE-DEPO AND DEPOSITIONS.			
01/04/22	CL	TELEPHONE CALL TO D. PATTON RE: RESCHEDULING OF DEPOSITION; EMAIL TO D. PATTON RE: SAME.	0.40	750	300.00
01/04/22	CL	EMAIL TO A. GRODAN RE: DEPOSITIONS OF PATTON AND REYNOSA AND ELECTRONIC SERVICE AGREEMENT; RECEIPT AND REVIEW NOTICE OF DEPOSITION OF REYNOSA; DRAFT OBJECTION TO DEPOSITION OF REYNOSA	0.60	750	450.00
01/04/22	CL	TELEPHONE CALL WITH A. GRODAN RE: MEET AND CONFER RE: PMK TOPICS AND DISCOVERY RESPONSES; EMAIL MEMORIALIZING SAME.	2.30	750	1,725.00
01/05/22	AR	BEGIN REVIEW AND OUTLINING OF DOCUMENTS FOR PREPARATION OF CLIENT PATTON FOR DEPOSITION.	1.20	550	660.00
01/05/22	AR	RECEIVE AND REVIEW FURTHER AMENDED NOTICE OF DEPOSITION; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	550	275.00
01/05/22	CL	TELEPHONE CALL TO ALBERT MUNIZ RE: AVAILABILITY OF DEPOSITION.	0.20	750	150.00
01/05/22	CL	RECEIPT AND REVIEW FURTHER AMENDED DEPOSITION NOTICE OF REYNOSA.	0.20	750	150.00
01/05/22	CL	EMAIL TO A. GRODAN RE: MEET AND CONFER RE: "MISC" PAY CODE AND RESPONSE TO SPECIAL INTERROGATORY NO. 8.	0.30	750	225.00
01/05/22	CL	CALCULATE RRP RELATED TO OT INC AND PROFIT SHARING TO DETERMINE IF RRP WAS PAID CORRECTLY; REVIEW AND ANALYZE TIME AND WAGE STATEMENT; REVIEW AND ANALYZE POLICIES PRODUCED IN PREPARATION FOR REYNOSA'S	3.50	750	2,625.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRE-DEPOSITION.			
01/06/22	CL	ATTEND PRE-DEPOSITION WITH S. REYNOSA; DISCUSS WITH ANDY WAGE STATEMENT CALCULATIONS AND CLAIMS; EMAIL TO S. REYNOSA RE: DEPOSITION OUTLINE AND CALL PRIOR TO DEPOSITION.	2.50	750	1,875.00
01/06/22	CL	REVISE STIPULATION TO MODIFY SCHEDULING ORDER; EMAIL TO/FROM A. GRODAN RE: SAME.	1.10	750	825.00
01/06/22	CL	MULTIPLE MEET AND CONFER EMAILS FROM A. GRODAN RE: DATES FOR AN IDC AND STIPULATION; REVIEW AND ANALYZE VERSIONS OF STIPULATION TO MODIFY SCHEDULING ORDER 8-10.	0.80	750	600.00
01/06/22	AR	MULTIPLE CORRESPONDENCE REGARDING STATUS OF DISCOVERY AND DEPOSITIONS.	0.40	550	220.00
01/06/22	AR	REVIEW AND UPDATE OUTLINE; PREPARE FOR DEPOSITION PREP CALL WITH CLIENT REYNOSA.	0.50	550	275.00
01/06/22	AR	ATTEND DEPOSITION PREPARATION MEETING WITH CLIENT REYNOSA.	2.30	550	1,265.00
01/10/22	AR	REVIEW REVISED OUTLINE; ATTEND FINAL PRE-DEPOSITION OF CLIENT REYNOSA; APPEAR AT DEPOSITION.	1.50	550	825.00
01/10/22	AR	REVIEW AND OUTLINE ORDERS REGARDING IDC; DRAFT SUMMARY.	0.80	550	440.00
01/10/22	AR	MEET AND CONFER CONFERENCE WITH OPPOSING COUNSEL.	0.90	550	495.00
01/10/22	AR	TELECONFERENCE WITH COURT REGARDING IDC; DRAFT CORRESPONDENCE WITH DEPUTY AND ALL COUNSEL; DRAFT FOLLOW UP CORRESPONDENCE.	0.70	550	385.00
01/10/22	CL	CONTINUE PRE-DEPOSITION OF S. REYNOSA; MULTIPLE EMAILS AND TELEPHONE CALLS TO REYNOSA	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ABOUT HIS DEPOSITION.			
01/10/22	CL	EMAIL FROM/TO A. GRODAN RE: REQUEST FOR IDC AND MOTIONS TO COMPEL.	0.30	750	225.00
01/10/22	CL	EMAIL FROM/TO A. GRODAN CONFIRMING STIPULATION, PMK DATES, PLAINTIFF DEPOSITION DATES AND FURTHER RESPONSES TO DISCOVERY.	0.60	750	450.00
01/10/22	CL	ATTEND DEPOSITION OF REYNOSA, NOTICE OF NON-APPEARANCE TAKEN.	0.50	750	375.00
01/10/22	CL	CONFERENCE CALL WITH B. MILLER RE: STIPULATION AND SCHEDULING ORDER; EMAIL TO/FROM BARBARA MILLER RE: REVISIONS TO SCHEDULING ORDER.	1.70	750	1,275.00
01/10/22	CL	EMAIL AND TEXT TO A. MUNIZ RE: RESCHEDULED DEPOSITION DATES.	0.20	750	150.00
01/10/22	CL	EMAIL AND TEXT TO A. MUNIZ RE: RESCHEDULED DEPOSITION DATES.	0.20	750	150.00
01/10/22	CL	EMAIL AND TEXT TO S. REYNOSA RE: RESCHEDULED DEPOSITION DATES.	0.20	750	150.00
01/10/22	CL	RECEIPT AND REVIEW DEFENDANT'S NOTICE OF TAKING PATTON'S DEPOSITION.	0.20	750	150.00
01/10/22	CL	EMAIL FROM/TO G. SKAPIK RE: CONFERENCE CALL REGARDING MOTION FOR PRELIMINARY APPROVAL.	0.20	750	150.00
01/10/22	CL	EMAIL FROM J. DEAN RE: CONFERENCE CALL RE PRELIMINARY APPROVAL HEARING.	0.20	750	150.00
01/11/22	CL	EMAIL TO B. MILLER RE: MEDIATION AND MEET AND CONFER RE: CLAIMS.	0.20	750	150.00
01/13/22	AR	RECEIVE AND REVIEW ORDER FROM COURT; DRAFT FOLLOW UP CORRESPONDENCE AND DATE	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUMMARY.			
01/13/22	CL	EMAIL FROM/TO A. GRODAN RE: DEPOSITION OF REYNOSA AND MUNIZ.	0.30	750	225.00
01/18/22	CL	REVIEW AND ANALYZE JUDGE NEWMAN'S STANDING ORDER AND IDC ORDER IN PREPARATION FOR HEARING ON MOTION TO COMPEL PHASE 1 AND PHASE 2 DISCOVERY; DISCUSS WITH CHRYSTAL RE: SAME.	0.70	750	525.00
01/18/22	CL	EMAIL FROM G. SCAPI RE: RESCHEDULING OF MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT AND STIPULATION.	0.20	750	150.00
01/19/22	CL	REVIEW AND ANALYZE LETTER TO MUNIZ RE: TELEPHONE CALL AND TEXT MESSAGE.	0.20	750	150.00
01/19/22	ASC	DRAFT LETTER TO CLIENT MUNIZ RE CONTACT US	0.30	250	75.00
01/21/22	AR	REVIEW AND OUTLINE FILE FOR PATTON FOR DEPOSITION OUTLINE.	0.60	550	330.00
01/21/22	CL	TELEPHONE CALL TO S. REYNOSA RE: DEPOSITION AVAILABILITY; EMAIL TO S. REYNOSA AND TEXT MESSAGE TO S. REYNOSA RE: SAME.	0.30	750	225.00
01/21/22	CL	EMAIL FROM/TO G. SKAPIK RE: STIPULATION TO CONTINUE THE MOTION FOR PRELIMINARY APPROVAL.	0.20	750	150.00
01/21/22	ASC	TC WITH COURT CLERK RE TAKING IDC OFF CALENDAR	0.30	250	75.00
01/26/22	CL	TELEPHONE CALL WITH E. LIETZOW RE: CLAIMS REQUIRING DAMAGES ANALYSIS.	0.50	750	375.00
01/26/22	CL	EMAIL FROM/TO A. GRODAN RE: MEET AND CONFER RE: AVAILABILITY OF PLAINTIFF FOR DEPOSITION.	0.60	750	450.00
01/26/22	CL	TELEPHONE CALL WITH S. REYNOSA	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RE: DEPOSITION, PRE-DEPOSITION AND WRITTEN DISCOVERY RESPONSES; EMAIL AND TEXT WITH S. REYNOSA CONFIRMING SAME.			
01/26/22	CL	EMAIL AND TEXT MESSAGE WITH D. PATTON RE: DEPOSITION, PRE-DEPOSITION AND WRITTEN DISCOVERY RESPONSES.	0.40	750	300.00
01/26/22	CL	TEXT MESSAGE TO S. REYNOSA RE: DEPOSITION AND DISCOVERY RESPONSES.	0.20	750	150.00
01/26/22	AR	RECEIVE AND REVIEW DISCOVERY REQUESTS, DRAFT FOLLOW UP CORRESPONDENCE.	0.40	550	220.00
01/27/22	CL	RECEIPT AND REVIEW FURTHER AMENDED NOTICE OF TAKING DEPOSITION OF REYNOSA.	0.20	750	150.00
01/27/22	CL	REVIEW AND ANALYZE CASE LAW REGARDING PERCENTAGE OF TOTAL EARNINGS BEING EXEMPT FROM RRP FOR PURPOSES OF CALCULATING REGULAR RATE OF PAY: HARRIS V. BEST BUY, JONES V. UNIVESCO, RUSSELL V. GOV'T EMPLES AND WENINGER V. GEN. MILLS IN PREPARATION FOR OPPOSITION TO MOTION FOR SUMMARY JUDGMENT.	1.30	750	975.00
01/28/22	CL	DRAFT PATTON DISCOVERY REQUEST FOR ADMISSIONS, SET ONE, REQUEST FOR PRODUCTION SET ONE, AND REQUEST FOR ADMISSIONS SET ONE.	2.40	750	1,800.00
01/28/22	CL	DRAFT PATTON DISCOVERY REQUEST FOR ADMISSIONS, SET ONE, REQUEST FOR PRODUCTION SET ONE, AND REQUEST FOR ADMISSIONS SET ONE.	0.40	750	300.00
01/31/22	CL	RECEIPT AND REVIEW AMENDED NOTICE OF DEPOSITION OF PATTON.	0.20	750	150.00
02/02/22	CL	LENGTHY EMAIL FROM A. GRODAN RE: IDC AVAILABILITY AND SUBSTANCE OF IDC.	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/02/22	CL	REVIEW AND ANALYZE JUDGE NEWMAN'S STANDING ORDERS ON IDC AND STATUS CONFERENCE ORDER; EMAIL TO COURTROOM DEPUTY REQUESTING IDC AND PROVIDING DEFENDANT'S AVAILABILITY.	0.50	750	375.00
02/02/22	CL	EMAIL FROM COURT REPORTER RE: REMOTE DIAL IN INFORMATION RE: THE DEPOSITION OF S. REYNOSA.	0.20	750	150.00
02/02/22	CL	EMAIL TO S. REYNOSA RE: REMOTE DIAL-IN INFORMATION; TEXT MESSAGES TO/FROM S. REYNOSA CONFIRMING PRE-DEPOSITION AND DEPOSITION.	0.30	750	225.00
02/02/22	CL	REVIEW AND ANALYZE MINUTE ORDER RE: IDC AND BRIEFING SCHEDULING.	0.20	750	150.00
02/02/22	CL	EMAIL FROM A. WALDROP RE: JUDGE NEWMAN'S IDC AVAILABILITY AND BRIEFING SCHEDULE.	0.20	750	150.00
02/02/22	CL	DRAFT INFORMAL DISCOVERY CONFERENCE LETTER BRIEF.	0.40	750	300.00
02/03/22	ASC	PREPARE SHELLS AND TEMPLATES FOR PLAINTIFFS' DISCOVERY RESPONSES	1.00	250	250.00
02/04/22	CL	SUMMARY OF DEPOSITION OF SAL REYNOSA.	1.10	750	825.00
02/04/22	CL	TELEPHONE CALL WITH S. REYNOSA RE: PRE-DEPOSITION CALL AND POST-DEPOSITION CALL RE; THEORIES AND ANALYSIS.	0.60	750	450.00
02/04/22	CL	TELEPHONE CALL WITH S. REYNOSA RE: PRE-DEPOSITION CALL.	4.60	750	3,450.00
02/07/22	CL	DRAFT LETTER BRIEF RE: PLAINTIFFS' INFORMATION TELEPHONE CONFERENCE REGARDING DEFENDANT'S RESPONSES TO REQUEST FOR PRODUCTION AND	2.30	750	1,725.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SPECIAL INTERROGATORIES; EMAIL TO A. GRODAN RE: SAME.			
02/07/22	CL	EMAIL TO/FROM A. GRODAN RE: MEET AND CONFER RE:	0.20	750	150.00
02/07/22	CL	TELEPHONE CALL WITH D. PATTON RE: RESPONSES TO SPECIAL INTERROGATORIES, SET ONE.	1.50	750	1,125.00
02/07/22	CL	DRAFT PATTON'S RESPONSES TO SPECIAL INTERROGATORIES, SET ONE; EMAIL TO PATTON RE: REVISIONS.	2.60	750	1,950.00
02/08/22	AR	TELECONFERENCE WITH EXPERT REGARDING DOCUMENT REVIEW AND CLAIMS ANALYSIS.	0.20	550	110.00
02/08/22	CL	TELEPHONE CALL WITH D. PATTON RE: REVISIONS TO SPECIAL INTERROGATORIES, FINALIZE PATTON'S RESPONSES TO SPECIAL INTERROGATORIES, SET ONE; EMAIL TO PATTON RE: REVISIONS; EMAIL TO PATTON RE: SAME.	1.50	750	1,125.00
02/08/22	CL	RECEIPT AND REVIEW DEFENDANT'S SUPPLEMENTAL PRODUCTION HD 1062-1360.	0.30	750	225.00
02/08/22	CL	MULTIPLE EMAILS FROM/TO A. GRODAN RE: IDC STATEMENT REVISIONS; REVISE AND FINALIZE IDC STATEMENT.	1.10	750	825.00
02/08/22	CL	EMAIL TO E. LIETZOW RE: POSSIBLE ROUNDING ISSUE; TELEPHONE CALL WITH EXPERT RE: SAME.	0.30	750	225.00
02/09/22	CL	ATTEND INFORMATION DISCOVERY CONFERENCE WITH JUDGE NEWMAN AND A. GRODAN.	1.30	750	975.00
02/09/22	CL	EMAIL TO A. GRODAN RE: INFORMAL DISCOVERY CONFERENCE AND DEADLINES.	0.50	750	375.00
02/09/22	ASC	DRAFT VERIFICATIONS FOR PLAINTIFFS RESPONSES TO	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY			
02/10/22	AR	DRAFT TEMPLATE RESPONSES TO SROGS FOR REVIEW BY CLIENT; CORRESPONDENCE WITH CTL REGARDING THE SAME.	1.20	550	660.00
02/10/22	AR	TELECONFERENCE WITH CLIENT REGARDING REVIEW OF DISCOVERY RESPONSE; DRAFT FOLLOW UP CORRESPONDENCE.	0.30	550	165.00
02/10/22	CL	DRAFT REYNOSA'S INITIAL RESPONSES TO SPECIAL INTERROGATORIES, SET ONE.	0.30	750	225.00
02/10/22	CL	DRAFT LETTER TO A. MUNIZ RE: TERMINATING ATTORNEY-CLIENT RELATIONSHIP.	0.30	750	225.00
02/11/22	AR	BEGIN REVIEW AND AGGREGATION OF DOCUMENTS FOR PATTON DEPOSITION PREP.	1.00	550	550.00
02/13/22 10	VR	DRAFT CMC STATEMENT; REVIEW STATUS OF CASE; REVIEW COURT'S ORDERS AND DOCKET; REVIEW CASE NOTES; CORRESPONDENCE TO DEF	2.00	750	1,500.00
02/13/22	CL	REVIEW AND ANALYZE DEFENDANT'S SUPPLEMENTAL RESPONSES TO REQUEST FOR PRODUCTION; REVIEW AND ANALYZE PRODUCTION (HD-REYNOSA 1361-1380)	0.90	750	675.00
02/13/22	CL	REVIEW AND ANALYZE PERSONNEL RECORDS OF MUNIZ, PATTON AND REYNOSA IN COMPLIANCE WITH IDC ORDER TO IDENTIFY TRAINING MATERIALS; EMAIL TO/FROM A. GRODAN RE: IDENTIFICATION OF TRAINING MATERIALS AND SCHEDULERS.	1.30	750	975.00
02/14/22	CL	ATTEND PRE-DEPOSITION OF S. REYNOSA; EMAIL TO S. REYNOSA RE: REMOTE DEPOSITION LOGIN.	0.60	750	450.00
02/14/22	CL	REVIEW AND ANALYZE DOCUMENT	0.80	750	600.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRODUCTION (HDREYNOSA 1062-1360); SUMMARY OF DOCUMENTS AND UPDATE OF CASE NOTES.			
02/14/22	CL	REVIEW AND ANALYZE DEFENDANT'S SUPPLEMENTAL RESPONSES TO SPECIAL INTERROGATORIES, SET ONE; EMAIL TO A. GRODAN RE: MEET AND CONFER RE: SUPPLEMENTAL RESPONSES RE: SAME.	0.70	750	525.00
02/15/22	AR	REVIEW PRIOR MEET AND CONFER CORRESPONDENCE; TELECONFERENCE WITH OPPOSING COUNSEL AND CTL REGARDING OUTSTANDING DISCOVERY.	1.20	550	660.00
02/15/22	AR	COMPLETE DRAFT OF DISCOVERY RESPONSES FOR TELECONFERENCE WITH CLIENT REYNOSA; DRAFT SUMMARY.	1.30	550	715.00
02/15/22	CL	CONFERENCE CALL WITH A. GRODAN AND A. RONAN RE: MEET AND CONFER IN COMPLIANCE WITH IDC WITH JUDGE NEWMAN.	1.00	750	750.00
02/15/22	CL	CONFERENCE CALL WITH A. GRODAN AND A. RONAN RE: MEET AND CONFER IN COMPLIANCE WITH IDC WITH JUDGE NEWMAN.	0.50	750	375.00
02/16/22	AR	REVIEW AND EXTRACT DOCUMENTS FOR CLIENT REVIEW IN ADVANCE OF DEPOSITION.	1.80	550	990.00
02/16/22	AR	DRAFT DEPOSITION OUTLINE FOR REVIEW WITH CLIENT.	1.70	550	935.00
02/16/22	CL	REVISE REYNOSA'S RESPONSE TO SPECIAL INTERROGATORIES, SET TWO.	0.50	750	375.00
02/17/22	AR	AGGREGATE ADDITIONAL DOCUMENTS FOR DEPOSITION PREPARATION OF DOUGLAS PATTON; UPDATE DEPOSITION OUTLINE.	1.70	550	935.00
02/17/22	AR	ATTEND DEPOSITION PREPARATION	1.80	550	990.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SESSION WITH CLIENT PATTON; DRAFT SUMMARY.			
02/17/22	CL	REVIEW AND ANALYZE TIME, WAGE STATEMENTS AND DETAIL REPORT OF PATTON IN PREPARATION FOR PRE-DEPOSITION OUTLINE; REVISE PRE-DEPOSITION OUTLINE.	2.20	750	1,650.00
02/17/22	CL	ATTEND PRE-DEPOSITION WITH D. PATTON; DISCUSS WITH A. RONAN RE: SAME.	2.30	750	1,725.00
02/17/22	CL	LEGAL RESEARCH RE: ALTERNATIVE WORKWEEK SCHEDULE; REVIEW AND ANALYZE IWC ORDER 7; DISCUSS WITH NICK RE: SAME; EMAIL TO NICK RE: AWS AND POTENTIAL VIOLATIONS.	0.60	750	450.00
02/18/22	AR	REVISE AND FINALIZE DISCOVERY RESPONSES FOR CLIENT REYNOSA, DRAFT FOLLOW UP CORRESPONDENCE.	0.50	550	275.00
02/18/22	AR	ATTEND DEPOSITION OF CLIENT PATTON.	4.10	550	2,255.00
02/19/22	CL	REVISE JOINT CASE MANAGEMENT STATEMENT; EMAIL FROM/TO A. GRODAN RE: SAME.	0.40	750	300.00
02/19/22	CL	TELEPHONE CALL WITH D. PATTON RE: PRE-DEPOSITION DISCUSSION.	0.50	750	375.00
02/19/22	CL	ATTEND DEPOSITION OF D. PATTON.	5.50	750	4,125.00
02/19/22	CL	POST DEPOSITION CALL WITH D. PATTON RE: ALTERNATIVE WORKWEEK SCHEDULE AND CHANGES TO DEPOSITION TRANSCRIPT.	0.40	750	300.00
02/19/22	CL	REVISE RESPONSE TO REQUEST FOR PRODUCTION, SET ONE; EMAIL TO PATTON RE: DISABILITY DISCRIMINATION CLAIM, ADDITIONAL CLASS REPRESENTATIVE AND ALTERNATIVE WORK WEEK	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SCHEDULE.			
02/19/22	CL	REVIEW AND ANALYZE COVID EXEMPTIONS FOR ALTERNATIVE WORKWEEK SCHEDULE; REVIEW AND ANALYZE DLSR WEBSITE RE: LOCATION OF AWS.	0.60	750	450.00
02/21/22	CL	TEXT MESSAGE FROM D. PATTON RE: APPROVAL OF REVISIONS TO DISCOVERY; REVISE AND FINALIZE D. PATTON'S RESPONSES TO SPECIAL INTERROGATORIES, SET TWO.	0.80	750	600.00
02/22/22	AR	MULTIPLE CORRESPONDENCE WITH CTL REGARDING STATUS OF DISCOVERY RESPONSES.	0.50	550	275.00
02/22/22	AR	TELECONFERENCE WITH CLIENT REYNOSA REGARDING DISCOVERY RESPONSES.	0.50	550	275.00
02/22/22	AR	DRAFT VERIFICATION; MULTIPLE CORRESPONDENCE WITH CLIENT REGARDING THE SAME.	0.60	550	330.00
02/22/22	AR	RECEIVE AND REVIEW ADDITIONAL DISCOVERY REQUESTS FROM OPPOSING COUNSEL; DRAFT SUMMARY.	0.60	550	330.00
02/22/22	ASC	DRAFT SET 2 OF PLAINTIFFS' DISCOVERY	1.00	250	250.00
02/23/22 07	VR	CORRESPONDENCE TO CLIENT RE CMC STATEMENT, STATUS OF CASE; REVIEW STATUS OF FILING	0.40	750	300.00
02/23/22	AR	TELECONFERENCE REGARDING CLAIMS AND STATUS OF WITHDRAWAL REGARDING CLIENT MUNIZ.	0.40	550	220.00
02/23/22	AR	REVISE RESPONSES TO INTERROGATORIES PURSUANT TO TELECONFERENCE WITH CLIENT REYNOSA.	1.00	550	550.00
02/23/22	CL	EMAIL FROM/TO C. GEFIS RE: JOINT	0.20	750	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CASE MANAGEMENT CONFERENCE.			
02/23/22	CL	RECEIPT AND REVIEW DEPOSITION TRANSCRIPT OF D. PATTON.	0.20	750	150.00
02/23/22	CL	STIPULATION TO MODIFYING SCHEDULING ORDER; TELEPHONE CALL WITH B. MILLER RE: SAME.	0.80	750	600.00
02/23/22	CL	EMAIL FROM B. MILLER RE: CONVERSATION RE: TIME AND PAYROLL RECORDS.	0.40	750	300.00
02/23/22	CL	MULTIPLE EMAIL TO/FROM A. GRODAN RE: STIPULATION TO MODIFY SCHEDULING ORDER, ADDITIONAL PRODUCTION AND JUDGE NEWMAN'S IDC.	0.70	750	525.00
02/24/22	AR	FINAL REVISIONS TO DISCOVERY RESPONSES FOR PATTON AND REYNOSA, DRAFT POS AND SERVE.	1.00	550	550.00
02/24/22	AR	DRAFT, FINALIZE AND SERVE OBJECTIONS TO INTERROGATORIES TO PLAINTIFF MUNIZ.	1.20	550	660.00
02/24/22	AR	REVIEW AND OUTLINE PRIOR CORRESPONDENCE AND ORDERS REGARDING IDC/STIPULATION IN ADVANCE OF DRAFTING FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	0.50	550	275.00
02/24/22 08	VR	COURT APPEARANCE AT CMC; REVIEW REPORT AND STATUS OF CASE; REVIEW COMPLAINT AND COURT'S ORDERS; FOLLOW UP	3.00	750	2,250.00
02/24/22	CL	EMAIL TO/FROM D. PATTON RE: TELEPHONE CALL RE: NOTICE OF ERRATA.	0.30	750	225.00
02/24/22	CL	RECEIPT AND REVIEW DEFENDANT'S SUPPLEMENTAL DOC PRODUCTION HD-REYNOSA 001381-001421.	0.30	750	225.00
02/25/22	AR	REVIEW AND OUTLINE PRIOR CORRESPONDENCE AND REVIEW	0.30	550	165.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STIPULATION; CORRESPONDENCE WITH CTL REGARDING THE SAME.			
02/25/22	AR	REVISE STIPULATION; DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	0.60	550	330.00
02/26/22	CL	RECEIPT AND REVIEW STIPULATION TO CONTINUE SCHEDULING ORDER; DISCUSS WITH ANDY RE: A. GRODAN'S REVISIONS; REVIEW AND ANALYZE A. GRODAN'S REVISIONS TO SAME.	0.40	750	300.00
02/26/22	CL	RECEIPT AND REVIEW SECOND STIPULATION MODIFYING SCHEDULING ORDER AND PROPOSED ORDER [DKT 41].	0.30	750	225.00
02/28/22	AR	RECEIVE AND REVIEW PROPOSED REVISIONS TO STIPULATION BY OPPOSING COUNSEL; DRAFT SUMMARY CORRESPONDENCE.	0.70	550	385.00
02/28/22	AR	REVISE AND FINALIZE STIPULATION; FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	0.60	550	330.00
03/01/22	AR	CORRESPONDENCE WITH CTL AND AB REGARDING ADDITIONAL DISCOVERY.	0.40	550	220.00
03/01/22	AR	BEGIN DRAFTING ROGS AND RFPS REGARDING BAG CHECK POLICIES AND ALTERNATIVE PAYMENT.	0.80	550	440.00
03/01/22	CL	EMAIL TO A. GRODAN REQUESTING IF DEFENDANT WOULD OPPOSE BNBD'S MOTION TO WITHDRAW AS COUNSEL FOR MUNIZ.	0.20	750	150.00
03/01/22	ASC	DRAFT MOTION TO WITHDRAW REPRESENTATION RE MUNIZ	1.00	250	250.00
03/02/22	AR	REVIEW PRIOR CORRESPONDENCE WITH CLIENT MUNIZ; RECEIVE AND REVIEW MOTION TO WITHDRAW PLEADINGS; TELECONFERENCE WITH CTL REGARDING THE SAME.	0.70	550	385.00
03/02/22	CL	DRAFT MOTION TO BE WITHDRAWN	3.70	750	2,775.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AS COUNSEL FOR MUNIZ; DRAFT LETTER TO MUNIZ RE: MOTION TO BE WITHDRAWN AS COUNSEL FOR MUNIZ; EMAIL TO A. GRODAN RE: MEET AND CONFER RE: GROUNDS AND MOTION TO WITHDRAW; TELEPHONE CALL FROM NICK RE: DISMISSAL VS MOTION TO WITHDRAW.			
03/02/22	CL	RECEIPT AND REVIEW NOTICE OF DEPOSITION OF PLAINTIFF MUNIZ.	0.30	750	225.00
03/02/22	ASC	PREPARE SHELLS FOR PLAINTIFFS' DISCOVERY RESPONSES AND EMAIL TO VBR FOR REVIEW	1.00	250	250.00
03/03/22	AR	REVIEW AND OUTLINE WAGE ORDER; DRAFT ADDITIONAL DISCOVERY REGARDING ALTERNATIVE WORKWEEKS.	1.40	550	770.00
03/03/22	CL	EMAIL FROM A. GRODAN RE: MEET AND CONFER RE: EXTENSION TO PROVIDE RESPONSES TO DISCOVERY AND INTENTIONS TO FILE A NON-OPPOSITION IF DEFENDANT DOES NOT INTEND ON OPPOSING OUR MOTION TO WITHDRAW AS COUNSEL; REVISE MOTION TO WITHDRAW AS COUNSEL FOR MUNIZ.	0.50	750	375.00
03/03/22	CL	DRAFT REQUEST FOR DISMISSAL WITHOUT PREJUDICE OF MUNIZ AND PROPOSED ORDER RE: SAME; EMAIL TO A. GRODAN RE: STIPULATION TO DISMISS MUNIZ WITHOUT PREJUDICE.	1.10	750	825.00
03/03/22	CL	REVIEW AND ANALYZE DEFENDANT'S PRODUCTION HD 1381-1421; REVISE CASE NOTES TO REFLECT REGULAR RATE ISSUES.	1.10	750	825.00
03/03/22	CL	REVIEW AND ANALYZE DEPOSITION OF PATTON IN PREPARATION FOR EMAIL TO E. LIETZOW RE: MOTION FOR SUMMARY JUDGMENT RE: ISSUES; EMAIL TO E. LIETZOW RE: EXPERT ANALYSIS BASED ON NEW	2.50	750	1,875.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRODUCTION, RESPONSE TO DISCOVERY AND DEPOSITION TRANSCRIPT; EMAIL TO VICTORIA EXPLAINING HOOKS; REVISE REYNOSA HOOKS IDENTIFIED FOR AJ AND VICTORIA.			
03/03/22	CL	EMAIL TO COURT REPORTER REQUESTING TRANSCRIPT OF SALVADOR REYNOSA.	0.20	750	150.00
03/03/22	CL	REVISE SPECIAL INTERROGATORIES, SET TWO; REVISE REQUEST FOR PRODUCTION, SET TWO.	0.70	750	525.00
03/03/22	CL	DISCUSS WITH A. RONAN STRATEGY ON BELAIRE-WEST AND DISCOVERY AND POTENTIAL TO MOVE AUGUST 2022 TRIAL DATE.	0.40	750	300.00
03/04/22	AR	REVISE AND DRAFT ADDITIONAL DISCOVERY REQUESTS; CORRESPONDENCE WITH CTL REGARDING THE SAME.	1.30	550	715.00
03/04/22	AR	REVISE AND FINALIZE DISCOVERY REQUESTS; SERVE ON DEFENDANT.	0.80	550	440.00
03/04/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW DISCOVERY	0.60	750	450.00
03/07/22	CL	RECEIPT AND REVIEW ORDER FROM JUDGE STUBB RE: DISMISSAL OF PLAINTIFF MUNIZ.	0.30	750	225.00
03/07/22	CL	EMAIL TO A. MUNIZ INFORMING HIM OF ORDER DISMISSING HIM FROM THE CLASS ACTION AND TERMINATION OF ATTORNEY CLIENT RELATIONSHIP.	0.20	750	150.00
03/08/22	CL	TEXT MESSAGES FROM D. PATTON RE: ISSUES RELATED TO WORK AND REQUEST FOR CONFERENCE CALL.	0.20	750	150.00
03/09/22	CL	REVIEW AND ANALYZE DEPOSITION TRANSCRIPT OF D. PATTON; DRAFT ERRATA SHEET TO PATTON DEPOSITION.	1.70	750	1,275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/09/22	CL	TELEPHONE CALL TO D. PATTON RE: PRETEXTUAL RETALIATION, ERRATA SHEET, TEXT MESSAGES AND COVID-19 SUPPLEMENTAL PAY; DISCUSS WITH TEAM RE: SAME; EMAIL TO NICK RE: RETALIATION; EMAIL TO D. PATTON RE: PHONE CALL, RETALIATION EVENTS, TEXT MESSAGE AND COVID-PAY.	0.90	750	675.00
03/10/22	CL	EMAIL FROM USDC RE: STIPULATION RE: DISMISSAL OF A. MUNIZ.	0.20	750	150.00
03/11/22	AR	REVIEW AND OUTLINE PRIOR MEET AND CONFER CORRESPONDENCE FOR STATUS; TELECONFERENCE WITH CTL REGARDING OUTSTANDING DISCOVERY.	1.20	550	660.00
03/11/22	CL	EMAIL TO COURT REPORTER AND A. GRODAN RE: ERRATA OF DEPOSITION TRANSCRIPT OF PATTON.	0.30	750	225.00
03/14/22	CL	DRAFT DECLARATION OF C. LEVU IN SUPPORT OF MOTION TO WITHDRAW AS COUNSEL FOR MUNIZ.	1.50	750	1,125.00
03/14/22	CL	LEGAL RESEARCH RE: LOCAL RULES AND STANDING ORDERS RE: MOTION TO WITHDRAW AS COUNSEL FOR MUNIZ.	0.50	750	375.00
03/14/22	CL	DRAFT LETTER TO MUNIZ RE: NOTICE OF MOTION TO WITHDRAW AS COUNSEL.	0.40	750	300.00
03/14/22 15	VR	REVIEW DEF'S RESPONSES TO DISCOVERY; REVIEW DEADLINES AND UPCOMING EVENTS; ADVISE AR	1.00	750	750.00
03/17/22	AR	REVIEW DEPOSITION FILE FOR STATUS; CORRESPONDENCE WITH VR REGARDING DISCOVERY.	0.50	550	275.00
03/22/22 15	VR	REVIEW DEPOSITION TRANSCRIPT; REVIEW CORRESPONDENCE WITH PLAINTIFF; ADVISE AR	1.50	750	1,125.00
03/22/22	VR	DRAFT OPPOSITION TO MOTION FOR	4.30	750	3,225.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10		STAY; REVIEW CASE LAW RE STAY PENDING FEDERAL ACTION; REVIEW CASE HISTORY			
03/23/22 17	VR	REVIEW & REVISE OPPOSITION TO MOTION FOR STAY; REVIEW COURT'S ORDERS AND LOCAL RULES; ADVISE ASC	2.20	750	1,650.00
03/23/22 15	VR	REVIEW DEPOSITION TRANSCRIPTS; REVIEW DOCUMENT PRODUCTION; REVIEW CORRESPONDENCE FROM CLIENTS	2.30	750	1,725.00
03/23/22 10	VR	DRAFT WRITTEN DISCOVERY RESPONSES; CORRESPONDENCE TO PLAINTIFFS	3.00	750	2,250.00
03/24/22 17	VR	REVIEW & REVISE PLAINTIFFS' RESPONSES TO DEF'S DISCOVERY REQUESTS; CORRESPONDENCE TO PLAINTIFFS	2.30	750	1,725.00
03/24/22 13	VR	TELEPHONE CONFERENCE WITH CLIENT RE DISCOVERY AND STATUS OF CASE; UPDATE CASE NOTES AND DISCOVERY RESPONSES	1.00	750	750.00
03/24/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DEPOSITION; REVIEW CASE HISTORY, DISCOVERY, AND DEPOSITION NOTICE; ADVISE AJB	0.80	750	600.00
03/24/22	ASC	ORGANIZE AND PREPARE RESPONSIVE DOCUMENTS FOR PLAINTIFFS' DISCOVERY RESPONSES	0.50	250	125.00
03/24/22	ASC	FINALIZE DISCOVERY RESPONSES, PREPARE POS, SERVE ON OPC	0.50	250	125.00
03/25/22 10	VR	DRAFT WRITTEN DISCOVERY; REVIEW AND REVISE DISCOVERY; FINALIZE AND SERVE	2.00	750	1,500.00
03/25/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY RESPONSES; REVIEW DISCOVERY RESPONSES; REVIEW DOCUMENTS; REVIEW CASE NOTES AND COMPLAINT; FOLLOW UP	3.50	750	2,625.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/25/22	ASC	FINALIZE AND SERVE PLAINTIFFS RFP 3	0.50	250	125.00
03/28/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW STATUS OF DISCOVERY; REVIEW COURT'S ORDERS SETTING DEADLINES; ADVISE AGR	1.20	750	900.00
03/28/22 15	VR	REVIEW DOCUMENTS TO BE PRODUCED; REVIEW DISCOVERY RESPONSES; ADVISE ASC	1.50	750	1,125.00
04/05/22 15	VR	REVIEW DISCOVERY AND DISCOVERY RESPONSES; REVIEW CORRESPONDENCE BETWEEN PARTIES	1.40	750	1,050.00
04/08/22 10	VR	DRAFT WRITTEN DISCOVERY; REVIEW PRIOR DISCOVERY; REVIEW FEDERAL RULES RE DISCOVERY; REVIEW DEPOSITION TRANSCRIPTS; FINALIZE AND SERVE	2.40	750	1,800.00
04/27/22 15	VR	REVIEW DOCUMENTS AND DATA; REVIEW COMPLAINT AND CASE NOTES; ADVISE EXPERT	1.50	750	1,125.00
04/29/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW PMK NOTICE AND STATUS OF PMK; REVIEW CASE NOTES AND PLAINTIFF'S DOCS; ADVISE AJB	1.80	750	1,350.00
05/17/22	ASC	SCHEDULE COURT REPORTER FOR DEPOSITION 5/26/22	0.50	250	125.00
05/23/22 15	VR	REVIEW DOCUMENTS AND EXPERT ANALYSIS; PREP FOR PMK DEPO	2.20	750	1,650.00
05/24/22	JH	REVIEW WAGE STATEMENTS; ADVISE VR RE PMK	0.50	750	375.00
05/25/22 20	VR	PREPARATION FOR DEPOSITION OF 30(B)(6) WITNESS RE PAYROLL; REVIEW DOCUMENTS AND PREPARE EXHIBIT BOOK; REVIEW AND REVISE NOTES AND OUTLINE	7.00	750	5,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/25/22	ASC	PRODUCE PLAINTIFFS' DOCUMENTS 1-196	0.50	250	125.00
05/26/22 19	VR	DEPOSITION OF 30(B)(6) WITNESS; PREP; FOLLOW UP	8.00	750	6,000.00
05/31/22 10	VR	DRAFT DISCOVERY STATEMENT; REVIEW DISCOVERY; REVIEW COURT'S ORDERS; REVIEW CORRESPONDENCE BETWEEN THE PARTIES; DRAFT CORRESPONDENCE TO DEF	1.70	750	1,275.00
06/01/22	ASC	CONFIRM COURT REPORTER RESERVATION FOR 6/10/22 DEPOSITION	0.50	250	125.00
06/07/22 12	VR	TELEPHONE CONFERENCE WITH EXPERT RE DISCOVERY AND PMK; REVIEW EXPERT ANALYSIS AND TIME AND WAGE RECORDS; REVIEW COMPLAINT; FOLLOW UP	2.00	750	1,500.00
06/07/22 15	VR	REVIEW DOCUMENTS; REVIEW COMPLAINT; REVIEW DEPO OUTLINE	1.80	750	1,350.00
06/09/22 20	VR	PREPARATION FOR DEPOSITION OF PMK; REVIEW DOCUMENTS; DRAFT AND REVISE OUTLINE	10.00	750	7,500.00
06/10/22 19	VR	DEPOSITION OF DEF'S 30(B)(6) AS TO PL PATTON; PREP; FOLLOW UP	8.00	750	6,000.00

TOTAL BILLED HOURS

ANDREW RONAN	55.70 hr @ 550.00	\$ 30,635.00
ADOLFO SANCHEZ CONTRERAS	11.10 hr @ 250.00	\$ 2,775.00
CHRISTINE LEVU	162.70 hr @ 750.00	\$ 122,025.00
HEATHER DROSI	1.00 hr @ 250.00	\$ 250.00
JEFF HERMAN	9.50 hr @ 750.00	\$ 7,125.00
KYLE NORDREHAUG	0.75 hr @ 950.00	\$ 712.50
NORMAN BLUMENTHAL	2.50 hr @ 995.00	\$ 2,487.50
NICK DEBLOUW	31.00 hr @ 850.00	\$ 26,350.00
RICO EHMANN	14.20 hr @ 675.00	\$ 9,585.00
VICTORIA RIVAPALACIO	80.40 hr @ 750.00	\$ 60,300.00

TOTAL PROFESSIONAL SERVICES

368.85

\$262,245.00

COSTS ADVANCED

02/02/21	FILING FEE	1,620.35
03/11/21	ONE LEGAL: FILING CASE MANAGEMENT STATEMENT	145.70
03/31/21	KNOX ATTORNEY SERVICES	113.75
04/01/21	LEXIS NEXIS	1,002.00
04/26/21	FILING FEE.	108.35
06/01/21	LEXIS NEXIS	1,301.00
06/02/21	LEXIS NEXIS	1,090.00
06/02/21	LEXIS NEXIS	747.00
06/04/21	FEDERAL EXPRESS	28.24
08/01/21	LEXIS NEXIS	144.00
01/01/22	LEXIS NEXIS	318.00
01/01/22	LEXIS NEXIS	252.00
01/31/22	DESMOND MARCELLO & AMSTER	412.50
02/18/22	COURT REPORTING - TRANSCRIPT OF REYNOSA.	996.45
02/23/22	COURT REPORTING - DEPOSITION OF DOUGLAS PATTON	1,061.45
02/28/22	EXPERT WITNESS AND CONSULTANTS -DM&A	903.75
03/01/22	LEXIS NEXIS	3,809.00
03/02/22	LEXIS NEXIS	2,667.00
03/31/22	EXPERT WITNESS AND CONSULTANTS -DM&A	137.50
04/30/22	EXPERT WITNESS AND CONSULTANTS -DM&A.	2,860.00
05/02/22	LEXIS NEXIS	1,797.00
05/31/22	EXPERT WITNESS AND CONSULTANTS -DM&A	<u>2,212.50</u>
	TOTAL COSTS ADVANCED	<u>\$ 23,727.54</u>
TOTAL CURRENT CHARGES		<u>\$285,972.54</u>

EXHIBIT #4

BLUMENTHAL NORDREHAUG

BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

SEPTEMBER 4, 2024

DOUGLAS PATTON

RE: HOME DEPOT
FILE NUMBER: CA2481.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/12/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGRADING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF PATTON REGARDING CLAIMS AND FACTS FOR COMPLAINT.	3.90	850	3,315.00
07/18/21	ND	REVIEW ENTIRE EMPLOYMENT OF PLAINTIFF PATTON. REVIEW PAYSTUBS FOR OVERTIME AND WAGE STATEMENT CLAIMS. CONFERENCE WITH PLAINTIFF PATTON. LEGAL RESEARCH REGRADING OFF THE CLOCK WORK TASKS AND CLASS CETIFICATION.	4.10	850	3,485.00
07/20/21	ND	DRAFT COMPLAINT. REVIEW AND ANALYZE CLAIMS AND LAW.	4.50	850	3,825.00
07/25/21	ND	REVIEW AND REVISE COMPLAINT. CONFERENCE WITH PLAINTIFF TO DISCUSS APPROVAL OF COMPLAINT.	2.90	850	2,465.00
07/29/21	ND	LEGAL RESEARCH REGARDING PAGA CLAIMS AND PENALTIES. DRAFT PAGA NOTICE AND UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFF.	2.40	850	2,040.00
07/30/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING CLAIMS.	1.90	850	1,615.00
10/13/21	RE	REVIEW, EDIT & FINALIZE PAGA ONLY	1.50	675	1,012.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT DRAFT			
10/13/21	RE	DRAFT/PREPARE SUMMONS, CIVIL CASE COVER SHEET & CIVIL LAWSUIT NOTICE	0.50	675	337.50
10/13/21	RE	FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SANTA CLARA SUP. CT.	0.50	675	337.50
10/13/21	RE	REVIEW COURT-RETURNED CONFORMED COPIES OF COMPLAINT, SUMMONS ETC; REVIEW CIVIL CASE LAWSUIT NOTICE; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INTIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
10/13/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
10/18/21	RE	REVIEW COMPLEX ORDER; DRAFT AND FILE NOTICE OF POSTING COMPLEX FEE	0.50	675	337.50
10/18/21	CL	REVIEW AND ANALYZE ORDER DEEMING CASE COMPLEX AND STAYING DISCOVERY AND RESPONSIVE PLEADINGS; EMAIL TO RICO RE: COMPLEX FEES AND SERVICE OF COMPLEX ORDER.	0.30	750	225.00
12/02/21	ASC	PREPARE DISCOVERY SHELLS, PO AND BW NOTICE	1.00	250	250.00
12/06/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX.	0.75	675	506.25
12/08/21	AR	REVIEW PLEADINGS FOR STATUS; BEGIN DRAFTING DISCOVERY REQUESTS; FOLLOW UP WITH AC.	1.20	550	660.00
12/08/21	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST-SERVICE DISCOVERY	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMMENCEMENT			
01/06/22	CL	RECEIPT AND REVIEW NOTICE OF APPEARANCE.	0.20	750	150.00
01/27/22	ASC	DRAFT JOINT CASE MANAGEMENT STATEMENT AND EMAIL TO CTL FOR REVIEW	0.50	250	125.00
02/08/22	AR	REVIEW DOCKET FOR APPEARANCES; REVIEW ORDER REGARDING OBLIGATIONS; DRAFT INITIAL EMAIL REGARDING MEET AND CONFER MEETING WITH OPPOSING COUNSEL.	0.40	550	220.00
02/09/22	AR	TELECONFERENCE WITH OPPOSING COUNSEL; DRAFT SUMMARY.	0.80	550	440.00
02/11/22	ASC	DRAFT POS TEMPLATE	0.20	250	50.00
02/21/22	ASC	DRAFT DISCOVERY SET 1 FOR PAGA CASE	1.00	250	250.00
03/01/22	CL	RECEIPT AND REVIEW NOTICE OF CASE MANAGEMENT STATEMENT.	0.20	750	150.00
03/24/22	ASC	FILE OPPOSITION TO MOTION TO STAY VIA ONE LEGAL, DRAFT POS	0.50	250	125.00
04/13/22 15	VR	REVIEW COURT'S TENTATIVE RULING; REVIEW MOTION AND OPP; ADVISE AJB AND NBB	1.50	750	1,125.00
04/13/22 15	VR	REVIEW COURT'S TENTATIVE RULING; REVIEW OPPOSITION PAPERS AND REPLY; REIVEW CORRESPONDENCE BETWEEN PARTIES; REIVEW LOCAL RULES RE APPEARANCES	1.80	750	1,350.00
04/14/22 08	VR	COURT APPEARANCE AT MOTION TO STAY HEARING; PREPARE FOR HEARING; REVIEW COURT'S TENTATIVE; FOLLOW UP	2.50	750	1,875.00
04/14/22	AR	MULTIPLE CORRESPONDENCE WITH VR REGARDING APPEARANCES; REVIEW TENTATIVE.	0.50	550	275.00
04/19/22	AR	RECEIVE AND REVIEW ORDER	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REGARDING STAY; DRAFT SUMMARY CORRESPONDENCE.			
05/09/22 10	VR	DRAFT AMENDED PAGA LETTER; REVIEW ANTICIPATED AMENDMENT; LEGAL RESEARCH RE TEMPERATURE, WAGE ORDERS, AND PAGA	2.80	750	2,100.00
05/10/22 11	VR	EXECUTE DOCUMENTS AMENDED PAGA LETTER; REVIEW AND FINALIZE; CORRESPONDENCE TO DEF	0.90	750	675.00
05/11/22 15	VR	REVIEW STATUS OF PAGA LETTER AND AMENDED PAGA LETTER; REVIEW COMPLAINT AND COURT'S DOCKET; ADVISE TG	1.00	750	750.00
05/16/22	AR	REVIEW AND OUTLINE FILE AND DOCKET FOR STATUS IN ADVANCE OF CMC; DRAFT CORRESPONDENCE WITH VR REGARDING DISCOVERY.	0.70	550	385.00
05/19/22	AR	PREPARE FOR AND ATTEND CMC; DRAFT AND CIRCULATE SUMMARY.	1.50	550	825.00
06/03/22 17	VR	REVIEW & REVISE JOINT DISCOVERY STATEMENT; REVIEW DISCOVERY PROPOUNDED; REVIEW DOCUMENTS; CORRESPONDENCE TO DEF	1.00	750	750.00
<u>TOTAL BILLED HOURS</u>					
ANDREW RONAN		5.80 hr @ 550.00	\$		3,190.00
ADOLFO SANCHEZ CONTRERAS		3.20 hr @ 250.00	\$		800.00
CHRISTINE LEVU		0.70 hr @ 750.00	\$		525.00
NICK DEBLOUW		19.70 hr @ 850.00	\$		16,745.00
RICO EHMANN		5.15 hr @ 675.00	\$		3,476.25
VICTORIA RIVAPALACIO		11.50 hr @ 750.00	\$		8,625.00
TOTAL PROFESSIONAL SERVICES			46.05		<u>\$ 33,361.25</u>
COSTS ADVANCED					
07/29/21	PAGA FILING FEE				75.00
10/13/21	FILING FEE/ONE LEGAL CHARGE				466.16

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/30/21	MESSENGER - KNOX	1,131.75
12/09/21	ONE LEGAL FEE/FILING FEE	18.24
12/10/21	ONE LEGAL FEE/FILING FEE	38.86
01/02/22	MESSENGER - KNOX	144.75
01/31/22	KNOX ATTORNEY SERVICES	144.75
02/18/22	COURT APPEARANCE VIA COURTCALL	94.00
02/18/22	APPEARANCE AT CMC VIA COURTCALL	94.00
03/24/22	FILING VIA ONE LEGAL	22.88
04/08/22	COURT APPEARANCE VIA COURT CALL	94.00
05/01/22	LEXIS NEXIS	336.00
05/13/22	APPEARANCE FEE FOR CMC.	<u>94.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,754.39</u>
TOTAL CURRENT CHARGES		<u>\$ 36,115.64</u>

EXHIBIT #5

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 09/04/2024
Due On: 10/04/2024

Salvador Reynosa Jr.
349 Mill St
Colton, CA 92324

CA2323

The Home Depot

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/29/2022	Review and Analyze: review and analyze deposition needs and next steps; review discovery and MSJ calendar; correspondence to Def	0.50	\$750.00	\$375.00
Service	06/29/2022	Review and Revise: review and revise joint stipulation to continue dates; review status of depositions; review correspondence between parties; correspondence to def	0.80	\$750.00	\$600.00
Service	07/05/2022	Review and Analyze: review case notes; review court's orders and deadlines; review local rules; review status of stipulation; correspondence to Def	1.20	\$750.00	\$900.00
Service	07/07/2022	review and analyze court's orders and stipulations; review schedule; review discovery and next steps; advise AJB	2.20	\$750.00	\$1,650.00
Service	07/19/2022	Draft: draft expert discovery; review expert docs; review initial disclosures from Def; advise AJB	1.50	\$750.00	\$1,125.00
Service	07/19/2022	Review and Analyze: review documents and exhibits; correspondence to expert; review expert analysis	1.20	\$750.00	\$900.00
Service	07/26/2022	Correspondence with Opposing Counsel: correspondence to Def re deposition; review status of case and status of discovery; review status of expert report; advise AJB	1.20	\$750.00	\$900.00
Service	08/05/2022	Finalize and serve 3rd amended notice of deposition	0.50	\$250.00	\$125.00

Service	08/09/2022	Schedule court reporter for 8/19/2022 deposition	0.50	\$250.00	\$125.00
Service	08/10/2022	Correspondence with Opposing Counsel: correspondence to Def re discovery; review correspondence between parties	1.00	\$750.00	\$750.00
Service	08/17/2022	Receipt and Review of Correspondence: review correspondence re stipulation; review stipulation; advise CL	1.70	\$750.00	\$1,275.00
Service	08/17/2022	Finalize, file and serve 4th stipulation to amend scheduling order, email word version to chambers	1.00	\$250.00	\$250.00
Service	08/18/2022	Receipt and review HomeDepot production Reynosa 1430-1431.	0.20	\$750.00	\$150.00
Service	08/18/2022	review documents; prepare for deposition of 30(b)(6)	9.00	\$750.00	\$6,750.00
Service	08/19/2022	take deposition of 30(b)(6); prep; follow up	7.50	\$750.00	\$5,625.00
Service	08/22/2022	Review and Analyze: review discovery and status of case; review hooks and prep for MSJ; advise CL	1.00	\$750.00	\$750.00
Service	08/25/2022	Draft PoS for supplemental discovery responses, prepare responsive documents, draft verifications and email to clients for review and signature	1.00	\$250.00	\$250.00
Service	08/30/2022	Draft stip to stay pending mediation	1.00	\$250.00	\$250.00
Service	08/30/2022	Review and Analyze: review and analyze documents; review case notes	0.50	\$750.00	\$375.00
Service	09/01/2022	Email to B. Miller re: meet and confer re stipulation to stay discovery pending mediation.	0.30	\$750.00	\$225.00
Service	09/01/2022	Review and Analyze: review exhibits; review deposition transcript; review case notes; advise AR	1.20	\$750.00	\$900.00
Service	09/02/2022	Email to B. Miller re: stay and continuance pending mediation.	0.20	\$750.00	\$150.00
Service	09/02/2022	Email exchange with VBR and court reporter re missing exhibits for 8/19 deposition, locate documents and email them to Aptus	1.00	\$250.00	\$250.00
Service	09/06/2022	Review and Analyze: review deposition transcript and exhibits; advise AR	3.50	\$750.00	\$2,625.00
Service	09/07/2022	Draft Stipulation to Stay Discovery and Continue Motion for Summary Judgment Dates.	1.30	\$750.00	\$975.00
Service	09/07/2022	Draft stipulation to stay pending mediation	1.00	\$250.00	\$250.00
Service	09/09/2022	Review file and documents; develop exhibit book for mediation data request.	1.50	\$550.00	\$825.00
Service	09/09/2022	Draft, finalize, serve mediation data request.	1.00	\$550.00	\$550.00

Service	09/09/2022	Receipt and review Stipulation to Stay pending mediation; Email from/to A. Grodan re: same.	0.50	\$750.00	\$375.00
Service	09/12/2022	Further revise stipulation to continue MSJ deadlines.	0.50	\$750.00	\$375.00
Service	09/13/2022	Revise and finalize stipulation to stay pending mediation; Email to A. Grodan re: revisions.	0.80	\$750.00	\$600.00
Service	09/19/2022	Receipt and review Order Staying Matter Pending Mediation.	0.30	\$750.00	\$225.00
Service	09/28/2022	Review file for status of mediation data; compare against prior discovery; draft summary.	0.80	\$550.00	\$440.00
Service	09/30/2022	Review file for status of data; draft follow up correspondence with opposing counsel regarding mediation data request.	0.40	\$550.00	\$220.00
Service	10/04/2022	Organize and bates stamp documents for mediation	0.50	\$250.00	\$125.00
Service	10/25/2022	Review and analyze data produced for mediation purposes. Review discovery produced to date and court docket. Calls to Plaintiffs to obtain facts for mediation brief. Prepare for mediation.	5.20	\$850.00	\$4,420.00
Service	10/26/2022	Review folder for status of documents; follow up correspondence with opposing counsel regarding mediation data.	0.60	\$550.00	\$330.00
Service	10/28/2022	Follow up correspondence with opposing counsel regarding time/pay records.	0.30	\$550.00	\$165.00
Service	10/28/2022	Review and analyze pay stub exemplars for wage statement and regular rate claims. Legal research regarding recent case law and code of federal regulations. Call with Plaintiff to discuss origins on pay stubs.	3.30	\$850.00	\$2,805.00
Service	10/31/2022	Receive and review mediation data; correspondence with TG and expert regarding the same.	0.60	\$550.00	\$330.00
Service	11/01/2022	Review and research previous settlements with similar workweeks and class members for mediation valuation. Research overlapping pending cases and court docket information.	2.80	\$850.00	\$2,380.00
Service	11/02/2022	Draft mediation brief. Analyze facts and law. Research settlement and release issues.	6.10	\$850.00	\$5,185.00
Service	11/04/2022	Draft mediation brief.	4.60	\$850.00	\$3,910.00
Service	11/09/2022	Review and Analyze: review deposition testimony; analyze claims; advise AJB	3.50	\$750.00	\$2,625.00
Service	11/09/2022	Review law, analyze damage issue. Advise AJ	2.75	\$995.00	\$2,736.25
Service	11/10/2022	Analyze other cases re settlement. Advise AJ.	2.50	\$995.00	\$2,487.50

Service	11/11/2022	Calls w/ defense attorney/reverse auctioneer plaintiff attorneys'/mediator. Prep for mediation.	3.00	\$895.00	\$2,685.00
Service	11/12/2022	Review and analyze expert damage and penalty report. Review notes and assumptions. Review all mediation materials including briefs and exhibits attach thereto. Status update to Plaintiffs.	2.90	\$850.00	\$2,465.00
Service	11/14/2022	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	11/28/2022	Revise and finalize status conference statement; Discuss with Andy re: scheduling order.	0.60	\$750.00	\$450.00
Service	11/29/2022	Follow up correspondence with opposing counsel regarding joint statement.	0.30	\$550.00	\$165.00
Service	11/29/2022	Correspondence with CTL regarding revised timeline, revise, finalize, file and serve joint statement.	1.00	\$550.00	\$550.00
Service	11/29/2022	File post-mediation status report	0.30	\$250.00	\$75.00
Service	12/15/2022	Begin review and outlining of prior discovery responses for status; correspondence with CTL regarding matter.	1.30	\$550.00	\$715.00
Service	12/20/2022	Review scheduling order and prior meet and confer correspondence regarding discovery; draft follow up correspondence with VR.	0.50	\$550.00	\$275.00
Service	12/23/2022	Review and outline prior discovery and deposition transcripts; verify coverage for motion for summary adjudication; correspondence with VR regarding the same.	1.30	\$550.00	\$715.00
Service	01/04/2023	Check status of scheduling order	0.10	\$250.00	\$25.00
Service	03/03/2023	Draft/send corr to def attorney re MOU. analyze response.	1.00	\$895.00	\$895.00
Service	03/14/2023	Download documents from SDSC re related case Barragan	0.50	\$250.00	\$125.00
Service	03/17/2023	Review/revise MOU. Draft/send corr to defense attorney. Review response/redlined MOU. Draft/send responsive corr. / further redline.	2.00	\$895.00	\$1,790.00
Service	03/21/2023	Analyze MOU re approval issues. Advise AJ	2.50	\$995.00	\$2,487.50
Service	04/06/2023	Confer w CL re consolidated complaint; review & analyze MOU re next steps	0.50	\$675.00	\$337.50
Service	04/13/2023	Work cooperatively with defense counsel to finalize the MOU making sure to include the exhibit for signing showing all the claims that were settled in the related case.	3.00	\$895.00	\$2,685.00
Service	04/14/2023	Review file; begin drafting First Amended Class and PAGA complaint	2.75	\$675.00	\$1,856.25

Service	04/14/2023	Review MOU, analyze re long form. Advise CL.	1.50	\$995.00	\$1,492.50
Service	04/14/2023	Update spreadsheet re MOU signed	0.20	\$250.00	\$50.00
Service	04/20/2023	Email to M. Sutherland re: IYLM Estimate for Class Administration.	0.40	\$750.00	\$300.00
Service	04/21/2023	Email from M. Sutherland re: CPT estimate for class bid.	0.30	\$750.00	\$225.00
Service	04/21/2023	Review MOU and settlement agreement; multiple correspondence with AC regarding costs.	0.30	\$550.00	\$165.00
Service	04/21/2023	Run Costs/fees // email CTL re another rep missing	0.50	\$250.00	\$125.00
Service	04/25/2023	Review revised MOU; finish draft of amended complaint; forward draft to CL & email to CL re revisions	2.50	\$675.00	\$1,687.50
Service	04/27/2023	Draft stip to stay pendig MPA	1.00	\$250.00	\$250.00
Service	04/28/2023	Revise and Finalize JOINT STIPULATION TO STAY PENDING FINAL APPROVAL OF SETTLEMENT IN PAGA ACTION.	0.80	\$750.00	\$600.00
Service	04/28/2023	Draft stip to dismiss class case	1.00	\$250.00	\$250.00
Service	05/05/2023	Telephone call to A. Grodan re: long form settlement agreement and revisions to SACC and stipulation to consolidate.	0.30	\$750.00	\$225.00
Service	05/05/2023	Email to A. Grodan re: long form settlement agreement and revisions to SACC and stipulation to consolidate.	0.20	\$750.00	\$150.00
Service	05/09/2023	Email to A. Grodan re: Stipulation to Stay Pending Settlement and Stipulation to Dismiss upon Preliminary Approval.	0.30	\$750.00	\$225.00
Service	05/09/2023	Assis with spacing on word doc	0.20	\$250.00	\$50.00
Service	05/12/2023	Telephone call to A. Grodan re: status of long form agreement and conference call.	0.30	\$750.00	\$225.00
Service	05/12/2023	Email to A. Grodan re: status of long form agreement and conference call.	0.30	\$750.00	\$225.00
Service	05/15/2023	Dwnld docs re MPA in related case Barragan, email to CTL and KN, save in file	0.50	\$250.00	\$125.00
Service	06/08/2023	Revise and Finalize JOINT STIPULATION TO STAY PENDING FINAL APPROVAL OF SETTLEMENT IN PAGA ACTION.	1.80	\$750.00	\$1,350.00
Service	06/08/2023	Email to A. Grodan re: Joint Stipulation for Approval of Class Action settlement, Stipulation for Leave to File SACC, SACC redline vs clean, Stipulation to dismiss, Stipulation to Stay.	0.60	\$750.00	\$450.00

Service	06/13/2023	Revise Long Form Settlement Agreement to include Barragan Settlement.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email to A. Grodan re: Revised Long Form Settlement Agreement to include Barragan Settlement.	0.20	\$750.00	\$150.00
Service	06/13/2023	Review draft long form. Draft/send comments to team. Review.analyze response.	2.00	\$895.00	\$1,790.00
Service	07/11/2023	Review Defendant's revisions to the Agreement; review memo from CL; advise CL	0.75	\$950.00	\$712.50
Service	08/09/2023	Email from A. Grodan re: conference call with AJ and Barbara re: release language.	0.20	\$750.00	\$150.00
Service	08/10/2023	Emails to/from A. Grodan re: final revisions to settlement agreement; Discuss with AJ re: conference call with B. Miller re: same.	0.40	\$750.00	\$300.00
Service	08/10/2023	Discuss with AJ re: Defendant's revisions re: settlement Agreement. conference call with B. Miller re: same.	0.50	\$750.00	\$375.00
Service	08/10/2023	Analysis of release issues and discuss with AJ; emails to CL; review prior emails and proposed revisions.	1.00	\$950.00	\$950.00
Service	09/01/2023	Analysis of release issue; memo to partners and discuss; review MOU and respond to Def.	1.00	\$950.00	\$950.00
Service	11/30/2023	Email from A. Gordan re: settlement agreement executed.	0.30	\$750.00	\$225.00
Service	02/27/2024	Email M. Negrete re: meet and confer re: Joint CMS.	0.30	\$750.00	\$225.00
Service	04/02/2024	Receipt and review Order Reassigning Case: Due to the appointment of Magistrate Judge Chi Soo Kim to the bench of the Eastern District of California, the court hereby reassigns this case from Magistrate Judge Kendall J. Newman to Magistrate Judge Chi Soo Kim for all further proceedings	0.20	\$750.00	\$150.00
Services Subtotal				\$99,437.50	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/31/2022	Court Reporting - transcript of Elizabeth Dixon	1.00	\$1,599.82	\$1,599.82
Expense	06/30/2022	Desmond, Marcello & Amster Fee	1.00	\$1,180.00	\$1,180.00
Expense	08/28/2022	Mediation Fees - Jeffrey Ross	1.00	\$9,000.00	\$9,000.00
Expense	08/31/2022	Court Reporting - Transcript of Jonathan Flores	1.00	\$1,310.13	\$1,310.13
Expense	11/30/2022	Berger Consulting Fee	1.00	\$6,700.00	\$6,700.00

Expense	01/30/2023	One Legal - Case Management Statement.	1.00	\$19.22	\$19.22
Expense	04/03/2023	Lexis Nexis	1.00	\$137.00	\$137.00
Expense	06/02/2023	Lexisnexis	1.00	\$49.00	\$49.00
Expense	10/02/2023	LexisNexis	1.00	\$114.00	\$114.00
Expenses Subtotal				\$20,109.17	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	19.0	\$895.00	\$17,005.00
Norm Blumenthal	9.25	\$995.00	\$9,203.75
Nicholas De Blouw	24.9	\$850.00	\$21,165.00
Ricardo Ehmann	5.75	\$675.00	\$3,881.25
Christine LeVu	12.4	\$750.00	\$9,300.00
Kyle Nordrehaug	2.75	\$950.00	\$2,612.50
Victoria Rivapalacio	37.5	\$750.00	\$28,125.00
Andrew Ronan	9.9	\$550.00	\$5,445.00
Adolfo Sanchez Contreras	10.8	\$250.00	\$2,700.00
Subtotal			\$119,546.67
Total			\$119,546.67

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/04/2024	\$119,546.67	\$0.00	\$119,546.67
Outstanding Balance				\$119,546.67
Total Amount Outstanding				\$119,546.67

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #6

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 09/04/2024
Due On: 10/04/2024

Douglas Patton
301 W Lincoln Road
Stockton, CA 95207

CA2481

Home Depot U.S.A., Inc.(Patton)

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/21/2022	Review and Analyze: review exhibits to PMK depo; review depo transcript	0.50	\$750.00	\$375.00
Service	07/01/2022	Receive and review discovery responses; multiple correspondence regarding the same.	0.50	\$550.00	\$275.00
Service	07/05/2022	Review and Analyze: discovery and complaint; review case notes; advise AJB and AGR	1.20	\$750.00	\$900.00
Service	07/13/2022	Review and outline discovery responses for meet and confer correspondence.	1.50	\$550.00	\$825.00
Service	07/13/2022	Review and Analyze: review and analyze discovery; review correspondence between parties; review belaire notice and status; advise AGR	1.30	\$750.00	\$975.00
Service	07/14/2022	Teleconference with VR regarding discovery requests.	0.40	\$550.00	\$220.00
Service	07/14/2022	Draft meet and confer correspondence with opposing counsel regarding discovery responses; verify against previous responses.	2.50	\$550.00	\$1,375.00
Service	07/18/2022	Research IDC requirements and email AGR/AJ	0.50	\$250.00	\$125.00
Service	07/19/2022	Prepare shells of Motion to Compel RFP, Frogs, RFA	5.00	\$250.00	\$1,250.00
Service	07/19/2022	Prepare shells for Motion to Compel Special Interrogatories	3.00	\$250.00	\$750.00

Service	07/20/2022	Follow up correspondence with opposing counsel regarding meet and confer.	0.40	\$550.00	\$220.00
Service	07/22/2022	Correspondence with opposing counsel regarding meet and confer call and protective order.	0.40	\$550.00	\$220.00
Service	07/25/2022	Review and outline additional revisions to protective order; draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	07/27/2022	Draft revisions to protective order; draft follow up correspondence with opposing counsel regarding the same.	0.60	\$550.00	\$330.00
Service	07/28/2022	telephone conference with Defendant re discovery responses; advise AGR re discovery responses and m&c strategy; follow up	1.90	\$750.00	\$1,425.00
Service	07/28/2022	Revise stipulation and protective order; multiple correspondence with opposing counsel regarding the same.	0.60	\$550.00	\$330.00
Service	07/28/2022	Revise, finalize, file and serve stipulation and protective order.	0.80	\$550.00	\$440.00
Service	07/28/2022	Prepare for meet and confer teleconference with opposing counsel; teleconference with VR regarding the same.	1.00	\$550.00	\$550.00
Service	07/28/2022	Meet and confer teleconference with opposing counsel.	1.60	\$550.00	\$880.00
Service	07/28/2022	Draft summary correspondence regarding meet and confer teleconference.	0.80	\$550.00	\$440.00
Service	07/28/2022	Review documents and prior correspondence in Reynosa matter regarding discovery responses.	1.20	\$550.00	\$660.00
Service	07/28/2022	Revise, finalize, file and serve consolidated complaint.	0.80	\$550.00	\$440.00
Service	08/09/2022	Review and outline discovery items for review against Reynosa matter; multiple correspondence with CL regarding the same.	0.70	\$550.00	\$385.00
Service	08/10/2022	Legal research re reasonable temperature to support a claim for failure to maintain reasonable temperature in warehouse in preparation to draft First Amended Complaint.	0.60	\$750.00	\$450.00
Service	08/10/2022	Draft First Amended Complaint.	2.20	\$750.00	\$1,650.00
Service	08/10/2022	Review historical temperatures for Lathrop area in preparation for First Amended Complaint; review and analyze VR notes regarding client's allegations of temperature issues in warehouse.	1.30	\$750.00	\$975.00
Service	08/10/2022	Review and analyze outstanding discovery in Reynosa in preparation for meet and confer in Patton on outstanding discovery; Prepare memorandum to file of outstanding documents not produced.	1.50	\$750.00	\$1,125.00

Service	08/12/2022	Review and Revise: review and revise amended complaint; correspondence to Def re amended complaint; draft stipulation	3.20	\$750.00	\$2,400.00
Service	08/16/2022	[PAGA] Email from A. Grodan re: stipulation to filing First Amended Complaint.	0.20	\$750.00	\$150.00
Service	08/16/2022	[PAGA] Draft Stipulation for Leave to File First Amended Complaint; Emails to/from A. Grodan re: same.	0.50	\$750.00	\$375.00
Service	08/16/2022	Follow up meet and confer correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	08/16/2022	Email with A. Grodan re: follow-up re: Stipulation for Leave to Amended to File First Amended Complaint.	0.20	\$750.00	\$150.00
Service	08/16/2022	Finalize and File Stipulation for Leave to File First Amended Complaint; Email to/from A. Grodan re: stipulation and revisions to Stipulation.	0.90	\$750.00	\$675.00
Service	08/17/2022	Receipt and review Order Granting Leave to File First Amended Complaint.	0.20	\$750.00	\$150.00
Service	08/17/2022	Finalize and File First Amended Complaint; Email to A. Grodan re: First Amended Complaint and Court's Order granting leave to amend.	0.40	\$750.00	\$300.00
Service	08/17/2022	Upload First Amended Complaint to LWDA website.	0.30	\$750.00	\$225.00
Service	08/23/2022	Discuss Reynosa discovery with Andy and outcome of IDC in Reynosa in preparation for meet and confer with A. Grodan in Patton PAGA Action.	0.40	\$750.00	\$300.00
Service	08/23/2022	Review and outline discovery responses; teleconference with CTL regarding the same.	1.50	\$550.00	\$825.00
Service	08/23/2022	Draft multiple follow up correspondence with opposing counsel regarding discovery responses.	0.80	\$550.00	\$440.00
Service	08/23/2022	Receipt and Review of Correspondence: review correspondence re discovery; review discovery responses; advise AGR	1.30	\$750.00	\$975.00
Service	08/24/2022	Multiple follow up correspondence with opposing counsel regarding discovery responses.	0.40	\$550.00	\$220.00
Service	08/25/2022	Email to B. Miller re: case management statement.	0.20	\$750.00	\$150.00
Service	08/25/2022	Review and analyze deposition of Patton in preparation for meet and confer; Discuss notes with Tori re: meet and confer related to attorney-client work product.	0.50	\$750.00	\$375.00
Service	08/25/2022	Review and outline discovery responses in response to correspondence with AB; draft multiple follow up correspondence.	1.20	\$550.00	\$660.00
Service	08/25/2022	Multiple correspondence regarding mediation.	0.30	\$550.00	\$165.00

Service	08/25/2022	Review and Analyze: review discovery responses from Defendant; review atty-client communications; advise CL	2.60	\$750.00	\$1,950.00
Service	08/26/2022	Draft Joint Case Management Statement.	1.20	\$750.00	\$900.00
Service	08/26/2022	Multiple correspondence regarding mediation and stay of discovery.	0.50	\$550.00	\$275.00
Service	08/26/2022	Receive and review joint statement; multiple follow up correspondence with CTL regarding the same.	0.70	\$550.00	\$385.00
Service	08/29/2022	Receive and review order; multiple correspondence regarding stipulation to stay.	0.50	\$550.00	\$275.00
Service	08/30/2022	Receipt and review Notice of Rescheduled CMC.	0.20	\$750.00	\$150.00
Service	08/30/2022	Draft stipulation to stay pending mediation	1.00	\$250.00	\$250.00
Service	08/31/2022	Receive and review stipulations to stay; multiple follow up correspondence regarding status of discovery.	0.80	\$550.00	\$440.00
Service	09/06/2022	Email from/to A. Grodan re: stipulation to stay both actions pending mediation.	0.30	\$750.00	\$225.00
Service	09/07/2022	Draft Stipulation to Stay Pending Mediation.	1.10	\$750.00	\$825.00
Service	09/07/2022	Update draft stipulation to stay and send to CTL for review	0.50	\$250.00	\$125.00
Service	09/08/2022	Email from A. Grodan re: stipulation for continuance dates.	0.20	\$750.00	\$150.00
Service	09/08/2022	Review file and documents; develop exhibit book for mediation data request.	1.40	\$550.00	\$770.00
Service	09/12/2022	Further revise stipulation to stay pending mediation.	0.40	\$750.00	\$300.00
Service	09/12/2022	Revise Stipulation to Stay Pending Mediation.	0.50	\$750.00	\$375.00
Service	09/12/2022	Review file and calendar for status of discovery; review stipulation to stay; draft follow up correspondence with CTL regarding extensions.	0.50	\$550.00	\$275.00
Service	09/13/2022	Finalize and serve Stipulation to Stay Pending Mediation.	0.80	\$750.00	\$600.00
Service	09/13/2022	Draft Proposed Order Granting Stay Pending Mediation and Vacating Deadlines in Pre-Trial Order; Email to/ from A. Grodan re: same.	0.70	\$750.00	\$525.00
Service	09/15/2022	Receipt and review Order Staying Case Pending Mediation.	0.30	\$750.00	\$225.00
Service	09/28/2022	Review file for status of mediation data; compare against prior discovery; draft summary.	0.70	\$550.00	\$385.00
Service	09/30/2022	Review file for status of data; draft follow up	0.40	\$550.00	\$220.00

		correspondence with opposing counsel regarding mediation data request.			
Service	10/26/2022	Review folder for status of documents; follow up correspondence with opposing counsel regarding mediation data.	0.60	\$550.00	\$330.00
Service	10/28/2022	Follow up correspondence with opposing counsel regarding time/pay records.	0.30	\$550.00	\$165.00
Service	10/31/2022	Receive and review mediation data; correspondence with TG and expert regarding the same.	0.60	\$550.00	\$330.00
Service	11/07/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	11/09/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	11/14/2022	Review file for status of mediation data and Plaintiff documents; draft follow up correspondence with AB.	0.60	\$550.00	\$330.00
Service	11/14/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	11/28/2022	Revise and finalize status conference statement.	0.30	\$750.00	\$225.00
Service	11/28/2022	Review file for status of mediation; draft follow up correspondence with CTL regarding the same.	0.30	\$550.00	\$165.00
Service	11/28/2022	Draft post mediation status report; circulate to opposing counsel for review and comment.	0.80	\$550.00	\$440.00
Service	11/29/2022	Follow up correspondence with opposing counsel regarding joint statement.	0.30	\$550.00	\$165.00
Service	11/29/2022	Revise, finalize, file and serve joint statement.	0.80	\$550.00	\$440.00
Service	12/06/2022	Review file for status of discovery; teleconference with opposing counsel regarding motion to compel timeline.	0.40	\$550.00	\$220.00
Service	12/08/2022	Follow up correspondence with opposing counsel regarding motion to compel.	0.40	\$550.00	\$220.00
Service	12/16/2022	Begin review and outlining of prior discovery responses for status; correspondence with CTL regarding matter.	1.20	\$550.00	\$660.00
Service	12/23/2022	Complete review of prior discovery; draft comprehensive meet and confer correspondence with opposing counsel.	1.20	\$550.00	\$660.00
Service	01/05/2023	Discuss status of outstanding discovery with AJ in preparation for meet and confer with client.	0.90	\$750.00	\$675.00
Service	01/05/2023	Discuss status of outstanding discovery with Andy in preparation for meet and confer with client; status of Protective Order and production.	0.70	\$750.00	\$525.00
Service	01/05/2023	Review and analyze notice of rescheduled CMC.	0.30	\$750.00	\$225.00

Service	01/05/2023	Review file for status of discovery; multiple correspondence with AB regarding the same.	0.50	\$550.00	\$275.00
Service	01/09/2023	Review and analyze deposition notice of D. Patton.	0.30	\$750.00	\$225.00
Service	01/09/2023	Review file for status of discovery; draft and serve notice of deposition.	1.00	\$550.00	\$550.00
Service	01/09/2023	Review and outline discovery responses; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	01/12/2023	Multiple correspondence with opposing counsel regarding discovery responses.	0.50	\$550.00	\$275.00
Service	01/12/2023	Review and outline prior responses; correspondence with CTL regarding the same.	0.80	\$550.00	\$440.00
Service	01/18/2023	Discuss remaining discovery issues with AJ and Andy in preparation for IDC.	0.50	\$750.00	\$375.00
Service	01/18/2023	Review local rules regarding IDC; multiple correspondence with AB and opposing counsel regarding the same.	0.80	\$550.00	\$440.00
Service	01/18/2023	Research IDC procedure	0.20	\$250.00	\$50.00
Service	01/20/2023	Review file for status of pay and time data; follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	01/20/2023	Email clerk re request for IDC	0.30	\$250.00	\$75.00
Service	01/23/2023	Email from Complex Clerk re: confirmation of informal discovery conference.	0.20	\$750.00	\$150.00
Service	01/23/2023	Email from A. Grodan re: defendant's availability for informal discovery conference.	0.20	\$750.00	\$150.00
Service	01/23/2023	Multiple correspondence with Court regarding IDC; review local rules.	0.60	\$550.00	\$330.00
Service	01/23/2023	Review and outline discovery response from opposing counsel against prior discovery responses and meet and confer correspondence; draft summary for IDC statement.	2.20	\$550.00	\$1,210.00
Service	01/23/2023	Email court clerk re Plaintiff's availability for IDC	0.10	\$250.00	\$25.00
Service	01/24/2023	Compile and review exhibits for timeline; begin drafting IDC statement.	1.20	\$550.00	\$660.00
Service	01/24/2023	Research court's website re lodging IDC statements procedure	0.50	\$250.00	\$125.00
Service	01/26/2023	Compile additional exhibits; draft procedural history; complete draft of IDC statement.	1.60	\$550.00	\$880.00
Service	01/27/2023	Review and revise Informal Discovery Conference Statement.	0.90	\$750.00	\$675.00

Service	01/27/2023	Revise and finalize draft IDC statement; multiple correspondence with CTL regarding the same.	0.50	\$550.00	\$275.00
Service	01/30/2023	Review and analyze Defendant's IDC Statement.	0.40	\$750.00	\$300.00
Service	01/30/2023	Revise and finalize IDC statement; submit for filing.	0.70	\$550.00	\$385.00
Service	01/30/2023	Receive and review IDC statement from Defendant; multiple follow up correspondence regarding the same.	0.50	\$550.00	\$275.00
Service	01/30/2023	Lodge IDC statement via One Legal (confidential designation) and serve via email	1.00	\$250.00	\$250.00
Service	02/01/2023	Discuss remaining discovery issues with Andy in preparation for IDC.	0.90	\$750.00	\$675.00
Service	02/01/2023	Review and outline IDC statements in advance of IDC; draft summary and submit to CTL; teleconference regarding the same.	1.20	\$550.00	\$660.00
Service	02/01/2023	Draft timeline of prior meet and confer correspondence in response to Defendant's IDC statement.	0.50	\$550.00	\$275.00
Service	02/01/2023	Prepare for and attend IDC; draft and circulate summary.	1.50	\$550.00	\$825.00
Service	02/06/2023	Multiple correspondence with opposing counsel regarding IDC.	0.40	\$550.00	\$220.00
Service	02/07/2023	Multiple correspondence regarding mediator's proposal.	0.30	\$550.00	\$165.00
Service	02/08/2023	Draft discovery re rounding issues	1.00	\$250.00	\$250.00
Service	02/09/2023	Draft outline for meet and confer call based on input from Court at IDC.	0.80	\$550.00	\$440.00
Service	02/09/2023	Multiple correspondence with opposing counsel regarding meet and confer call.	0.40	\$550.00	\$220.00
Service	02/13/2023	Teleconference with CTL regarding outstanding discovery and PMK depositions.	0.40	\$550.00	\$220.00
Service	02/13/2023	Draft updated outline prior to meet and confer teleconference with opposing counsel.	0.60	\$550.00	\$330.00
Service	02/13/2023	Meet and confer teleconference with opposing counsel; draft and circulate summary.	1.50	\$550.00	\$825.00
Service	02/14/2023	Review settlement issues and email; analysis of Baragan and release and valuation questions; discuss with AJ	1.00	\$950.00	\$950.00
Service	02/14/2023	Draft post IDC statement; circulate to opposing counsel for review.	0.50	\$550.00	\$275.00
Service	02/15/2023	Multiple follow up correspondence regarding joint statement; revise, finalize, file and serve.	0.70	\$550.00	\$385.00

Service	04/03/2023	Revise Joint Stipulation of Class Action Settlement Agreement.	0.70	\$750.00	\$525.00
Service	04/06/2023	Draft Joint Case Management Conference Statement.	0.90	\$750.00	\$675.00
Service	04/06/2023	Email to B. Miller re: Joint Case Management Conference Statement.	0.30	\$750.00	\$225.00
Service	04/07/2023	Review and analyze MOU terms. Review notes from mediation. Send MOU to Plaintiffs. Calls and emails to Plaintiffs explaining MOU terms and settlement amounts.	1.40	\$850.00	\$1,190.00
Service	04/11/2023	Draft stipulation to file First Amended Consolidated Complaint	1.00	\$250.00	\$250.00
Service	04/21/2023	Review MOU and settlement agreement; multiple correspondence with AC regarding costs.	0.30	\$550.00	\$165.00
Service	04/21/2023	Run Costs/fees	0.50	\$250.00	\$125.00
Service	04/25/2023	Draft Long Form Settlement Agreement.	3.70	\$750.00	\$2,775.00
Service	04/25/2023	Finalize and Revise Second Amended Consolidated Complaint.	0.40	\$750.00	\$300.00
Service	04/25/2023	Revise Stipulation to Consolidate and File Second Amended Consolidated Complaint.	0.90	\$750.00	\$675.00
Service	05/09/2023	Revise Second Amended Consolidated Class and Representative Action Complaint.	0.80	\$750.00	\$600.00
Service	05/09/2023	Emails from/to A. Grodan re: Revise Second Amended Consolidated Class and Representative Action Complaint, Long Form Settlement Agreement and Stipulation for Leave.	0.50	\$750.00	\$375.00
Service	05/09/2023	Emails from A. Grodan re: further revisions to Stipulation for Leave to file SACC; Review, revise and finalize Stipulation for Leave to File SACC.	0.50	\$750.00	\$375.00
Service	05/12/2023	Finalize Stipulation fore Leave to File SACC; Email from/to A. Grodan re: same.	0.40	\$750.00	\$300.00
Service	05/12/2023	Finalize Stipulation to Stay Matter Pending Settlement; Email from/to A. Grodan re: same.	0.40	\$750.00	\$300.00
Service	05/15/2023	Review and analyze Joint Stipulation re Class and PAGA settlement.	1.40	\$750.00	\$1,050.00
Service	05/18/2023	Revise Joint Stipulation re Class and PAGA settlement.	3.40	\$750.00	\$2,550.00
Service	05/29/2023	Review and revise draft Agreement; analysis of issues; emails to staff; prepare redlines in draft Agreement	2.75	\$950.00	\$2,612.50
Service	06/01/2023	Review and revise draft Agreement; memo to CL	2.80	\$950.00	\$2,660.00
Service	06/06/2023	Discuss with Nick re: MOU release and potential	0.30	\$750.00	\$225.00

		individual claims.			
Service	06/09/2023	Review emails re release issue; review and revise draft agreement; advise CL re revisions and next steps	2.00	\$950.00	\$1,900.00
Service	06/12/2023	Revise Long Form Settlement Agreement; Email to A. Grodan re: same.	0.50	\$750.00	\$375.00
Service	06/22/2023	Email to A. Grodan re: revisions to Joint Stipulation re Class Settlement and stipulations per the MOU.	0.30	\$750.00	\$225.00
Service	06/22/2023	Email from/to A. Grodan re: revisions stipulations to stay and to dismiss per the MOU.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email to A. Grodan re: conference call to discuss revisions to Settlement Agreement.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email to A. Grodan re: conference call to discuss revisions to Settlement Agreement.	0.30	\$750.00	\$225.00
Service	07/10/2023	Review and analyze Defendant's revisions to Stipulation of Class Action Settlement.	1.30	\$750.00	\$975.00
Service	07/10/2023	Revise Stipulation of Class Action Settlement; Discuss with Nick and Kyle re carvouts and revisions.	0.90	\$750.00	\$675.00
Service	07/11/2023	Prepare for telephone call with A. Grodan re: revisions to Settlement Agreement.	0.90	\$750.00	\$675.00
Service	07/11/2023	Conference call with A. Grodan re: revisions to Settlement Agreement.	0.50	\$750.00	\$375.00
Service	07/11/2023	Draft and revise Joint Stipulation re Class Action Settlement Agreement; Discuss remaining issues with Kyle and Nick.	1.30	\$750.00	\$975.00
Service	07/13/2023	Draft Joint Case Management Statement.	0.80	\$750.00	\$600.00
Service	07/13/2023	Email to A. Grodan re: Joint Case Management Statement.	0.30	\$750.00	\$225.00
Service	07/14/2023	Email to A. Grodan re: revisions to Joint Case Management Statement.	0.20	\$750.00	\$150.00
Service	07/17/2023	Receipt and review Notice of Rescheduled CMC.	0.30	\$750.00	\$225.00
Service	07/17/2023	Review current draft of Agreement; analysis of remaining issues and advise CL	1.50	\$950.00	\$1,425.00
Service	07/19/2023	Revisions to Stipulation of Class Action Settlement Agreement.	0.60	\$750.00	\$450.00
Service	07/19/2023	Email to A. Grodan re: remaining issues related to Stipulation of Class Action Settlement Agreement and concessions by Plaintiffs.	0.40	\$750.00	\$300.00
Service	07/28/2023	Prepare for telephone call with A. Grodan re: revisions to Long Form Settlement Agreement and outstanding	0.40	\$750.00	\$300.00

		issues; Telephone call with A. Grodan re: same.			
Service	07/28/2023	Email to A. Grodan re: revisions to Long Form Settlement Agreement and outstanding issues.	0.20	\$750.00	\$150.00
Service	08/09/2023	Revise Stipulation of Class Action and PAGA Settlement and Release.	0.90	\$750.00	\$675.00
Service	08/10/2023	Email to AJ re: MOU and Defendant's revisions to Stipulation of Class Action and PAGA Settlement and Release.	0.50	\$750.00	\$375.00
Service	08/10/2023	Email to A. Grodan re revised Stipulation of Class Action and PAGA Settlement and Release and conference call with B. Miller.	0.40	\$750.00	\$300.00
Service	08/10/2023	Review and revise draft agreement; prepare redlines; discuss internally; email Defendant	1.50	\$950.00	\$1,425.00
Service	09/14/2023	Review status of case and confirm 9/20/23 CMC still on calendar, confirm MS Teams link to appear	0.30	\$250.00	\$75.00
Service	09/14/2023	Discuss revisions to settlement agreement with Kyle in preparation for Joint CMS.	0.30	\$750.00	\$225.00
Service	09/15/2023	Draft Joint Case Management Conference Statement; Discuss with Kyle re: Preliminary Approval Hearing; Telephone call to A. Grodan re: meet and confer re: Joint CMS; Email to A. Grodan re: Joint CMS.	1.20	\$750.00	\$900.00
Service	09/15/2023	Email from A. Grodan re: Joint CMS and conference call regarding Stipulation re Settlement; Finalize Joint CMS; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00
Service	09/19/2023	Receipt and review Notice of rescheduled CMC	0.30	\$750.00	\$225.00
Service	09/21/2023	Review status and draft complaint; review final revisions to draft agreement; advise CL	1.00	\$950.00	\$950.00
Service	09/21/2023	Revise Joint Stipulation of Class Action Settlement and Release (version 12); Discuss with Kyle re: same; Email to A. Grodan re: settlement agreement and remaining stipulations and SAC.	1.10	\$750.00	\$825.00
Service	09/26/2023	Email from A. Grodan re: individual settlement with Patton; Telephone call from A. Grodan re: individual settlement and remaining settlement papers; Discuss with AJ re: same.	0.60	\$750.00	\$450.00
Service	09/27/2023	Discuss with Nick/Norm/Kyle re: settlement re resignation; Telephone call to A. Grodan re: individual settlement; Email to A. Grodan re: same.	0.70	\$750.00	\$525.00
Service	09/27/2023	Multiple telephone calls with A. Grodan re: offer of settlement for separation.	0.30	\$750.00	\$225.00
Service	10/04/2023	Multiple correspondence regarding status of settlement.	0.30	\$550.00	\$165.00

Service	10/04/2023	Teleconference with opposing counsel regarding settlement offer; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	10/04/2023	Additional teleconference with opposing counsel regarding settlement offer; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/05/2023	Multiple follow up correspondence regarding individual settlement.	0.30	\$550.00	\$165.00
Service	10/06/2023	Multiple correspondence with opposing counsel and ND regarding individual settlement offer.	0.50	\$550.00	\$275.00
Service	10/19/2023	Email from/to A. Grodan re: SAC and stipulation to leave to file SAC; Review and analyze Joint Stipulation for Settlement; Discuss with Nick and Kyle re: finalizing Joint Stipulation.	0.70	\$750.00	\$525.00
Service	10/19/2023	Email to A. Grodan re: exhibits to Joint Stipulation for Settlement; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
Service	10/19/2023	Review final agreement; analysis of next steps; review and respond to emails from CL and ND	1.50	\$950.00	\$1,425.00
Service	10/19/2023	Email from A. Grodan re: caption to joint settlement agreement and SAC.	0.30	\$750.00	\$225.00
Service	10/19/2023	Review and analyze settlement agreement terms for conformity with MOU. Send to Plaintiffs for signatures. Calls to explain terms and obtain signatures.	1.50	\$850.00	\$1,275.00
Service	10/24/2023	Email from/to A. Grodan re: meet and confer re Stipulation for Approval of Settlement and Exhibits; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	10/25/2023	Receipt and review email from A. Grodan re: exhibits to Joint Stipulation; Review and analyze same.	0.40	\$750.00	\$300.00
Service	10/27/2023	Review court requirements for class settlements and class notice; review and revise draft exhibits	2.75	\$950.00	\$2,612.50
Service	11/02/2023	Review and revise exhibits; email Def	2.30	\$950.00	\$2,185.00
Service	12/15/2023	Work on motion for preliminary approval; review status of next steps; review guidelines and prior rulings; begin draft of the motion.	2.00	\$950.00	\$1,900.00
Service	12/18/2023	Email to A. Grodan re: stipulation to file SACC; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	12/18/2023	Review and analyze discussions with A. Grodan re: settlement administrator; Discuss with Kyle expenses and agreement with OPC in preparation for preliminary approval.	0.50	\$750.00	\$375.00
Service	12/19/2023	Draft motion for preliminary approval; emails with AJ and analysis of related cases/settlements/releases; legal research for motion; prepare draft motion and	5.50	\$950.00	\$5,225.00

circulate to the Defendant					
Service	12/20/2023	Finalize Stipulation for Leave to File SACC; Email from/to A. Grodan re: Stipulation.	0.60	\$750.00	\$450.00
Service	12/21/2023	Receipt and review Order granting leave to file SACC.	0.30	\$750.00	\$225.00
Service	12/28/2023	Finalize SAC for service. Prepare POS. File via Onelegal. Email to OPC re SAC. Email to Court Docs.	0.60	\$250.00	\$150.00
Service	01/02/2024	Receipt and review Order and notice of reassignment of case	0.30	\$750.00	\$225.00
Service	01/02/2024	Receipt and review Notice of Order and Reassignment.	0.30	\$750.00	\$225.00
Service	01/03/2024	Review court's docket for conformed SAC. Retrieve SAC and upload to the LWDA.	0.30	\$250.00	\$75.00
Service	02/27/2024	Draft Joint CMS.	0.80	\$750.00	\$600.00
Service	02/27/2024	Email to A. Grodan re: draft Joint CMS.	0.30	\$750.00	\$225.00
Service	02/27/2024	Email from R. Walker re: vacating CMC.	0.20	\$750.00	\$150.00
Service	03/07/2024	Review prelim papers for filing, analyze. Advise KN.	3.00	\$995.00	\$2,985.00
Service	03/08/2024	Review and revise motion for preliminary approval; prepare motion for filing; file and serve motion.	3.50	\$950.00	\$3,325.00
Service	03/09/2024	Draft proposed order; email Defendant	1.00	\$950.00	\$950.00
Service	03/11/2024	Review file; draft declaration of Doug Patton re motion for preliminary approval of settlement/service award request; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	03/11/2024	Review file; draft declaration of Salvador Reynosa re motion for preliminary approval of settlement/service award request; email to client re draft declaration	2.00	\$675.00	\$1,350.00
Service	03/20/2024	Draft declaration ISO motion; revise proposed order; file and serve documents	3.00	\$950.00	\$2,850.00
Service	03/29/2024	Review status of case, Confirm 4/4 MPA hearing on calendar	0.10	\$250.00	\$25.00
Service	04/03/2024	Review tentative ruling; revise class notice; email Def	1.00	\$950.00	\$950.00
Service	04/04/2024	Court appearance - motion for prelim approval; prepare for hearing; emails with Def; revise proposed class notice	1.00	\$950.00	\$950.00
Service	04/05/2024	Review status and docket; download order; prepare documents; memo to Admin; email to counsel	0.75	\$950.00	\$712.50
Service	04/05/2024	Revise class notice for final; email to Admin	0.30	\$950.00	\$285.00
Service	04/05/2024	Email from N. Beltran re: Preliminary Approval Order.	0.20	\$750.00	\$150.00
Service	05/23/2024	Multiple correspondence with opposing counsel and ND	0.30	\$550.00	\$165.00

		regarding settlement.			
Service	05/24/2024	Multiple follow up correspondence with ND and opposing counsel regarding settlement offer.	0.30	\$550.00	\$165.00
Service	05/24/2024	Telephonic and email correspondence with client regarding proposed settlement.	0.30	\$550.00	\$165.00
Service	05/29/2024	Multiple teleconferences with client regarding proposed settlement.	0.80	\$550.00	\$440.00
Service	05/30/2024	Multiple follow up correspondence with opposing counsel regarding settlement agreement.	0.40	\$550.00	\$220.00
Service	08/22/2024	Draft: draft motion for final approval; review MPA; review order granting approval; review settlement agreement; review declaration of administrator; review billing statements; advise KN	3.20	\$750.00	\$2,400.00
Service	08/27/2024	Review status and settlement documents; review and revise draft motion for final approval; memo to staff; update proposed order with redlines; email draft motion to Defendant ; review Admin declaration and calculations and respond to Admin	3.50	\$950.00	\$3,325.00
Service	08/29/2024	Draft: Draft declaration of NBB iso final approval; review motion for final approval; review preliminary approval order	1.90	\$750.00	\$1,425.00
Service	08/30/2024	Draft: Draft declaration of NBB iso final approval; advise KN	1.30	\$750.00	\$975.00
Service	09/04/2024	Revise draft declaration ISO motion; review final Admin decl; prepare exhibits for motion	1.50	\$950.00	\$1,425.00
Service	09/04/2024	Review and revise motion for final; update final figures; prepare motion for filing	2.00	\$950.00	\$1,900.00
Services Subtotal				\$149,268.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/30/2022	Aptus Court Reporting - Shareen Crawford Deposition	1.00	\$1,627.15	\$1,627.15
Expense	07/28/2022	OneLegal filing fee.	1.00	\$39.43	\$39.43
Expense	08/31/2022	Lexis Nexis	1.00	\$1,837.00	\$1,837.00
Expense	10/07/2022	One Legal Filing - Stipulation to File First Amended Complaint.	1.00	\$39.97	\$39.97
Expense	10/07/2022	One Legal Filing - Stipulation and Order	1.00	\$39.83	\$39.83
Expense	11/29/2022	OneLegal filing fee.	1.00	\$18.76	\$18.76

Expense	02/15/2023	OneLegal filing fee.	1.00	\$19.22	\$19.22
Expense	07/14/2023	OneLegal filing fee	1.00	\$19.22	\$19.22
Expense	12/21/2023	Onelegal fee	1.00	\$50.72	\$50.72
Expense	12/28/2023	Onelegal fee	1.00	\$19.22	\$19.22
Expense	03/09/2024	Filing fee- motion for preliminary approval and one legal charge	1.00	\$83.13	\$83.13
Expense	03/20/2024	One legal filing charge	1.00	\$21.28	\$21.28
Expense	05/15/2024	One Legal eService fee.	1.00	\$10.00	\$10.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$10.00	\$10.00
Expense	09/04/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$3,894.93	

Time Keeper	Quantity	Rate	Total
Norm Blumenthal	3.0	\$995.00	\$2,985.00
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	2.9	\$850.00	\$2,465.00
Ricardo Ehmann	4.75	\$675.00	\$3,206.25
Christine LeVu	57.8	\$750.00	\$43,350.00
Kyle Nordrehaug	44.15	\$950.00	\$41,942.50
Victoria Rivapalacio	18.4	\$750.00	\$13,800.00
Andrew Ronan	57.3	\$550.00	\$31,515.00
Adolfo Sanchez Contreras	14.9	\$250.00	\$3,725.00
Yesenia Silva	1.0	\$250.00	\$250.00
Subtotal			\$153,163.68
Total			\$153,163.68

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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2	10/04/2024	\$153,163.68	\$0.00	\$153,163.68
				Outstanding Balance
				\$153,163.68
				Total Amount Outstanding
				\$153,163.68

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #7

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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
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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 #8

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SANTA CLARA**

15 DOUGLAS PATTON, on behalf of the State
16 of California, as private attorney general, on
17 behalf of himself and on behalf of all persons
18 similarly situated, and SALVADOR
19 REYNOSA, JR., an individual, on behalf of
20 himself and on behalf of all persons similarly
21 situated,

22 Plaintiffs,

23 vs.

24 HOME DEPOT U.S.A., INC., a Corporation;
25 and Does 1 through 50, Inclusive,

26 Defendants.

CASE NO.: **21CV387956**

**DECLARATION OF SALVADOR
REYNOSA, JR. IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE SETTLEMENT**

Hearing Date: April 4, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Charles F. Adams
Dept.: 7

Date Filed: October 13, 2021

Trial Date: Not set

27
28 **DECLARATION OF SALVADOR REYNOSA, JR.**

1 I, Salvador Reynosa, Jr., declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class and Representative Settlement and in support of my application for a service
5 enhancement payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I was employed as a non-exempt, hourly associate from January of 2018 to October of
10 2018 by Home Depot U.S.A., Inc. ("Home Depot") at a supply chain facility in California.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California Labor
13 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
14 am not aware of having any actual or potential conflicts of interest with another class member or
15 PAGA group member in this case nor am I aware of having any actual or potential conflicts of
16 interest with ILYM Group, Inc., the settlement administrator. I am not aware of any other pending
17 matter or action asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to pursue this lawsuit because I had a number of grievances against Home
20 Depot that I discussed with my attorneys stemming from the company's labor policies and
21 practices. These grievances are set forth in detail in the operative Complaint and my letter to the
22 Labor and Workforce Development Agency.
23

24 6. I spoke to my attorneys several times and discussed how Home Depot implemented
25 its company policies and procedures. I also assisted my attorneys in their investigation into my
26 claims by providing them documents and answering their questions. I reviewed the complaint
27 before it was filed and was given access to an electronic file sharing program that alerted me via
28

DECLARATION OF SALVADOR REYNOSA, JR.

1 email when important documents were filed so that I could review them and keep up with the
2 developments in the case which I understood was one of my duties as a class representative. I
3 could also access court filings from this case on my attorney's law firm website. In addition, I
4 assisted my attorneys with respect to responses to written discovery served by Home Depot.
5

6 7. Even though this action is in the process of settling, I was and remain prepared to
7 perform all the duties of a class representative. I understand that as a class representative I have
8 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
9 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
10 benefit of the class members and surrender any right to compromise the group action for an
11 individual gain.
12

13 8. I understood that being a plaintiff/class representative in this case meant that I was
14 seeking damages not only for myself but also other current and/or former hourly non-exempt
15 associates working for Home Depot in California who make up the class and PAGA group
16 members. I felt that these individuals were not aware of their labor law rights and even if they
17 were they would probably be apprehensive about speaking up or even simply because of the time,
18 effort and risk involved in filing a class action lawsuit.
19

20 9. I understood that being a part of this lawsuit involved risks. For example, my
21 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
22 pay for all or part of the attorney fees and costs paid by Home Depot to defend this lawsuit. Also,
23 I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
24 against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this case
25 it would not be difficult for a future employer to become aware that I sued a former employer for
26 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
27 rights and the rights of others regardless of the risks, time and effort I spent on this case.
28

DECLARATION OF SALVADOR REYNOSA, JR.

1 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
2 kept up to date on important developments by reviewing court filings that were made available to
3 me electronically as I described above.

4 11. A mediation took place on November 14, 2022 with Jeffrey Ross, a well-respected
5 and experienced mediator of wage and hour class actions. After several months of continued
6 negotiations with the assistance of the mediator, the parties were able to reach an agreement to
7 settle the action. I communicated with my attorneys regarding the terms of the settlement which
8 was reached between the parties and understood that I was representing absent class and PAGA
9 members and therefore wanted the best possible result to be obtained for the class and PAGA
10 members and I believe a very positive result was in fact achieved via settlement.

11 12. I have been actively involved with this lawsuit performing the duties described above.
12 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
13 filings, assisted my attorneys with written discovery requests and spent a significant amount of
14 time on the issues presented during the lawsuit and in the settlement process. I estimate that I
15 spent approximately 40-50 hours working on this case up until this point. I believe I have been
16 diligent and have done what is expected of a named plaintiff and a proposed class representative to
17 date, and will continue to do so. I have and always will maintain the best interest of the class and
18 PAGA members.

19 13. My attorneys explained to me that the settlement process involves a two-step
20 review by the Court to determine whether the settlement is fair before approving the settlement. I
21 know this process also involves notifying all class members of the settlement terms and of their
22 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
23 settlement.

24 14. I believe I did the right thing by filing this case on behalf of the class and PAGA
25
26
27
28

DECLARATION OF SALVADOR REYNOSA, JR.

1 members who, subject to court approval, are in line to receive monetary payments as a result of
2 this case and settlement. This is money they may never have ever gotten if I did not pursue this
3 action on their behalf. I feel significant personal satisfaction to know that I played a role in the
4 class members being entitled to monetary payments as a result of the filing of this lawsuit. I also
5 believe that the requested service enhancement payment of \$10,000 from the settlement is fair
6 compensation for the work I performed and the risks I undertook.

8 15. As part of the settlement it was necessary for me to sign a general release of all claims I
9 may have against Home Depot. I believe the service enhancement payment I have requested
10 provides me with some compensation for this agreed release.

11 16. In light of all the time and effort I have spent on this case, the risk I undertook by
12 suing a former employer, the exposure to being responsible for paying the defendant's costs in the
13 event we did not win the case, the reputational risk that future employers may hold this lawsuit
14 against me, the general release and in light of the size of the settlement, I believe the request for
15 \$10,000 as a service enhancement payment is fair and reasonable.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18
19 Executed on Mar 11, 2024, at Colton, CA.
20 (city, state)

21 
22 Salvador Reynosa Jr (Mar 11, 2024 15:53 PDT)
23 Salvador Reynosa, Jr.
24
25
26
27
28

DECLARATION OF SALVADOR REYNOSA, JR.

EXHIBIT #9

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DOUGLAS PATTON, on behalf of the State
of California, as private attorney general, on
behalf of himself and on behalf of all persons
similarly situated, and SALVADOR
REYNOSA, JR., an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

HOME DEPOT U.S.A., INC., a Corporation;
and Does 1 through 50, Inclusive,

Defendants.

CASE NO.: **21CV387956**

**DECLARATION OF DOUGLAS PATTON
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE SETTLEMENT**

Hearing Date: April 4, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Charles F. Adams
Dept.: 7

Date Filed: October 13, 2021
Trial Date: Not set

DECLARATION OF DOUGLAS PATTON

1 I, Douglas Patton, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class and Representative Settlement and in support of my application for a service
5 enhancement payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I have been employed as a non-exempt, hourly associate since August of 2017 by Home
10 Depot U.S.A., Inc. ("Home Depot") at a supply chain facility in California.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California Labor
13 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
14 am not aware of having any actual or potential conflicts of interest with another class member or
15 PAGA group member in this case nor am I aware of having any actual or potential conflicts of
16 interest with ILYM Group, Inc., the settlement administrator. I am not aware of any other pending
17 matter or action asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to pursue this lawsuit because I had a number of grievances against Home
20 Depot that I discussed with my attorneys stemming from the company's labor policies and
21 practices. These grievances are set forth in detail in the operative Complaint and my letter to the
22 Labor and Workforce Development Agency.
23

24 6. I spoke to my attorneys several times and discussed how Home Depot implemented
25 its company policies and procedures. I also assisted my attorneys in their investigation into my
26 claims by providing them documents and answering their questions. I reviewed the complaint
27 before it was filed and was given access to an electronic file sharing program that alerted me via
28

DECLARATION OF DOUGLAS PATTON

1 email when important documents were filed so that I could review them and keep up with the
2 developments in the case which I understood was one of my duties as a class representative. I
3 could also access court filings from this case on my attorney's law firm website. In addition, I
4 assisted my attorneys with respect to responses to written discovery served by Home Depot.
5

6 7. Even though this action is in the process of settling, I was and remain prepared to
7 perform all the duties of a class representative. I understand that as a class representative I have
8 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
9 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
10 benefit of the class members and surrender any right to compromise the group action for an
11 individual gain.
12

13 8. I understood that being a plaintiff/class representative in this case meant that I was
14 seeking damages not only for myself but also other current and/or former hourly non-exempt
15 associates working for Home Depot in California who make up the class and PAGA group
16 members. I felt that these individuals were not aware of their labor law rights and even if they
17 were they would probably be apprehensive about speaking up or even simply because of the time,
18 effort and risk involved in filing a class action lawsuit.
19

20 9. I understood that being a part of this lawsuit involved risks. For example, my
21 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
22 pay for all or part of the attorney fees and costs paid by Home Depot to defend this lawsuit. I also
23 knew there were risks involved with suing my current employer such as being treated in a different
24 and/or negative manner as a result of pursuing this lawsuit. Also, I knew there was a risk that
25 future employers, if they ever find out about this lawsuit, could hold it against me or downgrade
26 me as a potential hire. As one of only two named Plaintiffs in this case it would not be difficult
27 for a future employer to become aware that I sued my employer for labor law violations.
28

DECLARATION OF DOUGLAS PATTON

1 Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of
2 others regardless of the risks, time and effort I spent on this case.

3 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
4 kept up to date on important developments by reviewing court filings that were made available to
5 me electronically as I described above.
6

7 11. A mediation took place on November 14, 2022 with Jeffrey Ross, a well-respected
8 and experienced mediator of wage and hour class actions. After several months of continued
9 negotiations with the assistance of the mediator, the parties were able to reach an agreement to
10 settle the action. I communicated with my attorneys regarding the terms of the settlement which
11 was reached between the parties and understood that I was representing absent class and PAGA
12 members and therefore wanted the best possible result to be obtained for the class and PAGA
13 members and I believe a very positive result was in fact achieved via settlement.
14

15 12. I have been actively involved with this lawsuit performing the duties described above.
16 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
17 filings, assisted my attorneys with written discovery requests and spent a significant amount of
18 time on the issues presented during the lawsuit and in the settlement process. I estimate that I
19 spent approximately 40-50 hours working on this case up until this point. I believe I have been
20 diligent and have done what is expected of a named plaintiff and a proposed class representative to
21 date, and will continue to do so. I have and always will maintain the best interest of the class and
22 PAGA members.
23

24 13. My attorneys explained to me that the settlement process involves a two-step
25 review by the Court to determine whether the settlement is fair before approving the settlement. I
26 know this process also involves notifying all class members of the settlement terms and of their
27 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
28

DECLARATION OF DOUGLAS PATTON

1 settlement.

2 14. I believe I did the right thing by filing this case on behalf of the class and PAGA
3 members who, subject to court approval, are in line to receive monetary payments as a result of
4 this case and settlement. This is money they may never have ever gotten if I did not pursue this
5 action on their behalf. I feel significant personal satisfaction to know that I played a role in the
6 class members being entitled to monetary payments as a result of the filing of this lawsuit. I also
7 believe that the requested service enhancement payment of \$10,000 from the settlement is fair
8 compensation for the work I performed and the risks I undertook.
9

10 15. As part of the settlement it was necessary for me to sign a general release of all claims I
11 may have against Home Depot. I believe the service enhancement payment I have requested
12 provides me with some compensation for this agreed release.
13

14 16. In light of all the time and effort I have spent on this case, the risk I undertook by
15 suing my employer, the exposure to being responsible for paying the defendant's costs in the event
16 we did not win the case, the reputational risk that future employers may hold this lawsuit against
17 me, the general release and in light of the size of the settlement, I believe the request for
18 \$10,000 as a service enhancement payment is fair and reasonable.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed on Mar 11, 2024, at Stockton, CA.
22 (city, state)

23 

24 Douglas Patton (Mar 11, 2024 16:10 PDT)

25 Douglas Patton
26
27
28

DECLARATION OF DOUGLAS PATTON