

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal, Esq. (State Bar No. 068687)
Kyle R. Nordrehaug, Esq. (State Bar No. 205975)
Aparajit Bhowmik, Esq. (State Bar No. 248066)
Christine T. LeVu, Esq. (State Bar No. 288271)
Andrew Ronan (State Bar No. 312316)
2255 Calle Clara
La Jolla, California 92037
Tel: (858) 551-1223
Fax: (858) 551-1232
Email(s): norm@bamlawca.com
kyle@bamlawca.com
AJ@bamlawca.com
christine@bamlawca.com
victoria@bamlawca.com
andrew@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 a private attorney
general,

Plaintiff,

vs.

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

Defendant.

Case No. 21CV387956

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 26, 2024
Time: 1:30 p.m.

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

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Home*
6 *Depot Wage and Hour Settlement*, matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action Settlement* and *Notice of Settlement of Private Attorneys General Act*
18 *Lawsuit*, (collectively referred to as “Notice Packet”); (b) receiving and processing requests for
19 exclusion; (c) resolving Settlement Class Members’ disputes over the number of workweeks
20 Defendants have record of them working during the Class Period, which was pre-printed on their
21 individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing
22 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement
23 and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h)
24 handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)
25 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
26 perform.

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1 4. On June 4, 2024, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel prior to mailing.

4 5. On May 7, 2024, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, personnel number, social security number, last known
6 mailing address, last known telephone number, last known email address, workweeks, PAGA
7 workweeks and employment dates for each Settlement Class Member. The data file was uploaded
8 to our database and checked for duplicates and other possible discrepancies. The Class List
9 contained 11,945 individuals.

10 6. As part of the preparation for mailing, all 11,945 names and addresses contained in
11 the Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On June 5, 2024, the Notice Packet was mailed, via U.S First Class Mail, to all
19 11,945 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 573 Notice Packets have been returned to our
22 office as undeliverable. Of the 573 returned Notice Packets, 8 were returned with a forwarding
23 address and promptly re-mailed to the forwarding address provided. ILYM Group performed a
24 computerized skip trace on the 565 returned Notice Packets that did not have a forwarding address,
25 in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a
26 result of this skip trace, 486 updated addresses were obtained and the Notice Packets were promptly
27 re-mailed to those Settlement Class Members, via U.S First Class Mail.

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1 9. As of the date of this declaration, a total of 494 Notice Packets have been re-mailed.
2 Specifically, 8 were re-mailed as a result of a forwarding address provided by the USPS and 486
3 have been re-mailed as a result of ILYM Group's skip tracing efforts.

4 10. As of the date of this declaration, a total of 79 Notice Packets have been deemed
5 undeliverable. Specifically, 79 have been deemed undeliverable as no updated address was found
6 notwithstanding the skip tracing.

7 11. As of the date of this declaration, ILYM Group has not received any requests for
8 exclusion. The deadline to request exclusion from the Settlement was August 5, 2024.

9 12. As of the date of this declaration, ILYM Group has not received any objections to
10 the Settlement. The deadline to submit a written objection to the Settlement was August 5, 2024.

11 13. As of the date of this declaration, ILYM Group will report a total of 11,945
12 Settlement Class Members, representing 100% of the 11,945 Class Members.

13 14. Settlement Class Members will receive a proportional share of the Net Settlement
14 Amount through individual settlement payments, based on the number of workweeks worked by
15 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
16 deduction of the Court-approved payments from the Maximum Settlement Amount for Class
17 Counsel's attorneys' fees and litigation costs as approved by the Court, Settlement Administration
18 Expenses, the Reserve Fund, the LWDA Penalty Amount as approved by the Court, the PAGA
19 Group Payment, Service Enhancement to the Class Representatives as approved by the Court, e.g.,

20	Maximum Settlement Amount	\$ 1,112,500.00
21	Class Counsel Attorneys' Fees	\$ 370,833.00
22	Class Counsel Litigation Costs	\$ 50,500.00
23	Enhancement Award - Patton	\$ 10,000.00
24	Enhancement Award – Reynosa Jr.	\$ 10,000.00
25	Administration Fees	\$ 60,000.00
26	LWDA	\$ 15,000.00
27	Aggrieved Employees	\$ 5,000.00
28	Reserve Fund	\$ 10,000.00

Net Settlement Amount (estimated)	\$ 581,167.00
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To determine a Settlement Class Member's individual settlement award payment, the Net Settlement Amount will be divided by the total number of workweeks worked by all Settlement Class Members during the Class Period, multiplied by the number of workweeks worked by that Settlement Class Member. Based on these calculations, the Settlement Class Members will receive an estimated average gross payment of \$48.65, with the estimated highest gross payment being \$230.37.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$60,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 4th day of September 2024, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

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 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 *Patton v. Home Depot U.S.A., Inc.* 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.

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 to 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.

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 (included 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:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: 888-250-6810

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

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 \$<<ClassEst.SetAmt>> (less withholding) and PAGA Group Member Amount is estimated to be \$<<PAGAAmt>>.** 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 <<wks>> workweeks** during the Class Period and **you worked <<PP>> 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 IV 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 August 5, 2024	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 VI 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 Written Objections Must be Submitted by the Response Deadline August 5, 2024	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 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 VI of this Notice.

You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on September 26, 2024 at 1:30 p.m., at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 7 before Judge Charles F. Adams. 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 IX of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline August 5, 2024	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 August 5, 2024. See Section IV of this Notice.

III. 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.

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

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.

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 April 5, 2024. 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 <<ClassWks>> compensable weeks. Your estimated Class Member Allocation is: \$<<ClassEst.SetAmt>>.** If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than August 5, 2024. Defendant's Counsel will investigate the challenge and determine whether any additional amount is owed to the Settlement Class Member making the challenge. Defendant will decide whether the Settlement Class Member's challenge shall be accepted. Defendant's decision is final and binding without a right of appeal.
- 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 August 5, 2024 you must send a written request for exclusion, by fax to 888-845-6185 or by mail, to the Settlement Administrator, ILYM Group, Inc., located at P.O. Box 2031 Tustin, CA 92781. In order to be considered valid, your request for exclusion **must** be timely sent and **must** include your name, and a statement that you wish to exclude yourself from the settlement in *Patton v. Home Depot*. 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 IX 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: ILYM Group, Inc.
Email Address: claims@ilymgroup.com
Mailing Address: P.O. Box 2031 Tustin, CA 92781
Telephone Number: 888-250-6810
Fax Number: 888-845-6185
Website: www.ilymgroup.com

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 September 26, 2024, at 1:30 p.m., before Hon. Charles F. Adams in Department 7 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.scsccourt.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 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. 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) includes your full name; (2) states the basis for your objection; and (3) if you intend to appear at the Final Approval hearing. If you object by written letter, the letter must be postmarked on or before August 5, 2024. 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: www.ilymgroup.com. 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.scsccourt.org/Portal> and entering Case No. 21CV387956.

If you have any questions, you can call the Settlement Administrator at 888-250-6810 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

Facsimile: (858) 551-1232

Email: norm@bamlawca.com

Email: kyle@bamlawca.com

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

MORGAN, LEWIS & BOCKIUS LLP

Barbara J. Miller (SBN 167223)

Alexander L. Grodan (SBN 261374)

600 Anton Boulevard, Suite 1800

Costa Mesa, CA 92626-7653

Tel: (714) 830-0600

Fax: (714) 830-0700

barbara.miller@morganlewis.com

alexander.grodan@morganlewis.com

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