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9 ADDITIONAL COUNSEL ON THE NEXT
 10 PAGE

11 *Attorneys for Plaintiffs John Utne and Alfred*
 12 *Pinto, individually and on behalf of all others*
similarly situated and aggrieved

13 **UNITED STATES DISTRICT COURT**
 14 **NORTHERN DISTRICT OF CALIFORNIA**

15 THE ESTATE OF JOHN UTNE THROUGH
 16 HIS SUCCESSOR IN INTEREST KAREN
 17 UTNE and ALFRED PINTO, on behalf of
 themselves and all others similarly situated,
 and the general public;

18 Plaintiff,

19 vs.

20 HOME DEPOT U.S.A., INC., a Delaware
 21 Corporation; and DOES 1-50, inclusive,

22 Defendants.
 23

CASE No. 3:16-cv-01854-RS

**DECLARATION OF BERNELLA
 OSTERLUND RE: NOTICE
 PROCEDURES**

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JOHN UTNE, et al.,
Plaintiffs,
v.
HOME DEPOT U.S.A., INC.,
Defendant.

Case No. 16-cv-01854-RS
CLASS ACTION
**DECLARATION OF BERNELLA
OSTERLUND RE: NOTICE
PROCEDURES**

1 I, Bernella Osterlund, declare as follows:

2 1. I am employed as a Director by KCC Class Action Services, LLC (“KCC”),
3 located at One McInnis Parkway, San Rafael, California. KCC was appointed as the Settlement
4 Administrator in this matter and is not a party to this action. I have personal knowledge of the
5 facts set forth herein and, if called as a witness, could and would testify competently thereto.
6

7 **CAFA Notification**

8 2. In compliance with the Class Action Fairness Act (“CAFA”), 28 U.S.C. Section
9 1715, KCC compiled a CD-ROM containing the following documents:

- 10 • Initial Notice of Removal
- 11 • Declaration of Liz K Bertko
- 12 • Declaration of Danielle Tillman
- 13 • Declaration of G Edward Anderson
- 14 • Answer to Initial Complaint
- 15 • First Amended Complaint
- 16 • Answer to First Amended Complaint
- 17 • Second Amended Complaint
- 18 • Answer to Second Amended Complaint
- 19 • Third Amended Complaint
- 20 • Answer to Third Amended Complaint
- 21 • Fourth Amended Complaint
- 22 • Fifth Amended Complaint
- 23 • Answer to Fifth Amended Complaint
- 24 • Proposed Order re Preliminary Approval Hearing
- 25 • Motion for Preliminary Approval
- 26 • Stipulation and Order Continuing Preliminary Approval Hearing Date
- 27 • Declaration of Cody R Kennedy
- 28 • Declaration of Shane Lord
- Declaration of Shaun Setareh
- Long Form Notice
- Joint Stipulation of Class Action and PAGA Settlement and Release with Exhibits
- Class Member State Estimate
- A cover letter

Collectively, the “CAFA Notice Packet.” A copy of the cover letter is attached hereto as
Exhibit A.

3. On July 3, 2023, KCC caused 58 CAFA Notice Packets to be mailed via Priority
Mail from the U.S. Post Office in Memphis, TN to the parties listed on Exhibit B.

1 4. As of the date of this Affidavit, KCC has received no response to the CAFA
2 Notice Packet from any of the recipients identified in paragraph 3 above.

3
4 **Class List**

5 5. On August 28, 2023, KCC received from Defendant a list of 287,897 records
6 identified as the Class List. The Class List included names, addresses, Social Security Numbers
7 (“SSNs”), and employment information. KCC formatted the list for mailing purposes, removed
8 duplicate records, and processed the names and addresses through the National Change of
9 Address Database (“NCOA”) to update any addresses on file with the United States Postal
10 Service (“USPS”).

11
12 **Mailed Notice**

13 6. On September 27, 2023, KCC caused the *Notice of Settlement of PAGA and Class*
14 *Action Suit* (the “Notice”) to be printed and mailed to the 287,872 names and mailing addresses in
15 the Class List. A true and correct copy of the Notice Packet is attached hereto as Exhibit C.

16 7. Since mailing the Notice Packets to the Class Members, KCC has received 14,172
17 Notice Packets returned by the USPS with undeliverable addresses. Through credit bureau and/or
18 other public source databases, KCC performed address searches for these undeliverable Notice
19 Packets and was able to find updated addresses for 1,711 Class Members. KCC promptly re-
20 mailed Notice Packets to the new addresses.

21
22 **Case Website**

23 8. On or about September 27, 2023, KCC established a website
24 [www.utnesettlement.com] dedicated to this matter to provide information to the Class Members
25 and to answer frequently asked questions. The website URL was set forth in the Notice. Visitors
26 of the website can download copies of the Notice and other case-related documents.

1 **Toll-Free Telephone Number**

2 9. On or before September 27, 2023, KCC established a toll-free telephone number
3 dedicated to answering telephone inquiries from Class Members.
4

5 **Request for Exclusion from Class**

6 10. The postmark deadline for Class Members to request to be excluded from the class
7 is November 27, 2023. As of the date of this declaration, KCC has received 15 requests for
8 exclusion. A list of the Class Members requesting to be excluded is attached hereto as Exhibit D.
9

10 **Objections to the Settlement**

11 11. The postmark deadline for Class Members to object to the settlement is November
12 27, 2023. As of the date of this declaration, KCC has received zero objections to the settlement,
13 but KCC has been informed by Class Counsel that there is a letter objecting to the settlement that
14 was posted on the court docket.
15

16 **Preliminary Settlement Award Calculations**

17 12. KCC has preliminarily calculated the Class Member settlement awards for the
18 287,858 eligible class members. These calculations are based on the assumptions that the gross
19 settlement amount is \$72,500,000.00, and from that amount, deductions are made for: (a)
20 attorneys' fees (\$24,166,666.67); (b) attorneys' costs (\$3,500,000); (c) named plaintiffs' awards
21 (\$32,500.00); (d) payment to the California Labor & Workforce Development Agency
22 (\$1,651,531.25); (e) a \$10,000.00 Reserve Fund, and (f) administration costs (\$693,400.00). The
23 remaining amount (\$42,445,902.08); the "Net Settlement Fund") will be allocated pursuant to the
24 terms of the settlement to those Class Members preliminarily approved for payment. Currently,
25 the maximum and average class member allocation is estimated to be \$2,861.23 and \$147.25,
26 respectively. Should the Court-awarded fees or costs differ than those shown above, or if the list
27 of Class Members approved for payment and/or their class data changes, the estimated award
28

1 allocation calculations will change accordingly.
2

3 **Administration Costs**

4 13. KCC estimates its total cost of administration will not exceed \$693,400.00. This
5 amount includes costs to date as well as through the completion of this matter.
6

7 I declare under penalty of perjury under the laws of the United States that the foregoing is
8 true and correct. Executed this 13th day of November 2023 at San Rafael, California.
9

10 
11

BERNELLA OSTERLUND

EXHIBIT A



1 McInnis Parkway
Suite 250
San Rafael, CA 94903

July 3, 2023

VIA PRIORITY MAIL

«First» «Last»
«Company_1»
«Company_2»
«Address_2»
«Address_1»
«City», «State» «Zip»

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear «First» «Last»:

KCC Class Action Services, LLC is the independent third-party Administrator in a putative class action lawsuit entitled *John Utne v. Home Depot U.S.A., Inc.*, Case No. 3:16-cv-01854-RS. Quinn Emanuel Urquhart & Sullivan, LLP represents Home Depot U.S.A., Inc. (“Defendant”) in that Action. The lawsuit is pending before the Honorable Richard Seeborg in the United States District Court for the Northern District of California. This letter is to advise you that The Estate of John Utne through his successor in interest Karen Utne and Alfred Pinto (“Plaintiffs”) filed a Motion for Preliminary Approval of Class Action Settlement in connection with this class action lawsuit on June 22, 2023.

Case Name: *John Utne v. Home Depot U.S.A., Inc.*

Case Number: 3:16-cv-01854-RS

Jurisdiction: United States District Court,
Northern District of California

**Date Settlement
Filed with Court:** June 22, 2023



«First» «Last»
July 3, 2023
Page 2

Defendant denies any wrongdoing or liability whatsoever, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. In compliance with 28 U.S.C. § 1715(b), the documents referenced below are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Copies of the *Initial Notice of Removal, Declarations of Liz K. Bertko, Danielle Tillman, and G. Edward Anderson, Answer to Initial Complaint, First Amended Complaint, Answer to First Amended Complaint, Second Amended Complaint, Answer to Second Amended Complaint, Third Amended Complaint, Answer to Third Amended Complaint, Fourth Amended Complaint, Fifth Amended Complaint, and the Answer to Fifth Amended Complaint* are included on the enclosed CD.
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** As of July 3, 2023, the Court has not yet scheduled a final fairness hearing in this matter. Plaintiffs filed a *Motion for Preliminary Approval* requesting that the Honorable Richard Seeborg preliminarily approve the proposed Settlement. Copies of the *Proposed Order re Preliminary Approval Hearing, Motion for Preliminary Approval, Stipulation and Order Continuing Preliminary Approval Hearing Date, and the Declarations of Cody R. Kennedy, Shane Lord, and Shaun Setareh* are included on the enclosed CD.
3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** A copy of the *Long Form Notice* to be provided to the class upon approval by the Court is included on the enclosed CD.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** A copy of the *Joint Stipulation of Class Action and PAGA Settlement and Release with Exhibits* is included on the enclosed CD.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** As of July 3, 2023, no other settlement or agreement has been entered into by the Parties to this Action with each other, either directly or by and through their respective counsel.
6. **28 U.S.C. § 1715(b)(6) – Final Judgment:** No Final Judgment has been reached as of July 3, 2023, nor have any Notices of Dismissal been granted at this time.



«First» «Last»
July 3, 2023
Page 3

7. **28 U.S.C. § 1715(b)(7)(A)-(B) – Names of Class Members/Estimate of Class Members:** A copy of the *Class Member State Estimate* is included on the enclosed CD.
8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As the proposed Settlement is still pending final approval by the Court, there are no other opinions available at this time. As of July 3, 2023, there has been no written judicial opinion related to the settlement.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact the undersigned immediately so that Defendant can address any concerns or questions you may have.

Thank you.

Sincerely,

/s/
Fred Webb,
Case Coordinator

Enclosure – CD ROM

EXHIBIT B

Last	First	Company 1	Address 1	Address 2	City	State
Garland	Merrick	Attorney General of the United States	United States Department of Justice	950 Pennsylvania Avenue, NW	Washington	DC
Taylor	Treg	Office of the Alaska Attorney General	1031 W. 4th Avenue, Suite 200		Anchorage	AK
Marshall	Steve	Office of the Alabama Attorney General	501 Washington Avenue	PO Box 300152	Montgomery	AL
Griffin	Tim	Arkansas Attorney General Office	323 Center Street, Suite 200		Little Rock	AR
Mayes	Kris	Office of the Arizona Attorney General	2005 N. Central Avenue		Phoenix	AZ
CAFA Coordinator		Office of the Attorney General	Consumer Law Section	455 Golden Gate Ave., Suite 11000	San Francisco	CA
Weiser	Phil	Office of the Colorado Attorney General	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO
Tong	William	State of Connecticut Attorney General	165 Capitol Avenue		Hartford	CT
Schwab	Brian	District of Columbia Attorney General	400 6th St., NW		Washington	DC
Jennings	Kathy	Delaware Attorney General	Carvel State Office Building	820 N. French Street	Wilmington	DE
Moody	Ashley	Office of the Attorney General of Florida	The Capitol, PL-01		Tallahassee	FL
Carr	Chris	Office of the Georgia Attorney General	40 Capitol Square, SW		Atlanta	GA
Lopez	Anne E.	Office of the Hawaii Attorney General	425 Queen Street		Honolulu	HI
Bird	Brenna	Iowa Attorney General	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA
Labrador	Raúl	State of Idaho Attorney General's Office	700 W. Jefferson Street, Suite 210	P.O. Box 83720	Boise	ID
Raoul	Kwame	Illinois Attorney General	James R. Thompson Center	100 W. Randolph Street	Chicago	IL
Rokita	Todd	Indiana Attorney General's Office	Indiana Government Center South	302 West Washington Street, 5th Floor	Indianapolis	IN
Kobach	Kris	Kansas Attorney General	120 S.W. 10th Ave., 2nd Floor		Topeka	KS
Cameron	Daniel	Office of the Kentucky Attorney General	700 Capitol Ave	Capitol Building, Suite 118	Frankfort	KY
Landry	Jeff	Office of the Louisiana Attorney General	P.O. Box 94095		Baton Rouge	LA
Campbell	Andrea	Attorney General of Massachusetts	1 Ashburton Place	20th Floor	Boston	MA
Brown	Anthony G.	Office of the Maryland Attorney General	200 St. Paul Place		Baltimore	MD
Frey	Aaron	Office of the Maine Attorney General	State House Station 6		Augusta	ME
Nessel	Dana	Office of the Michigan Attorney General	P.O. Box 30212	525 W. Ottawa Street	Lansing	MI
Keith Ellison	Attorney General	Attention: CAFA Coordinator	445 Minnesota Street	Suite 1400	St. Paul	MN
Bailey	Andrew	Missouri Attorney General's Office	Supreme Court Building	207 W. High Street	Jefferson City	MO
Fitch	Lynn	Mississippi Attorney General's Office	Department of Justice	P.O. Box 220	Jackson	MS
Knudsen	Austin	Office of the Montana Attorney General	Justice Bldg.	215 N. Sanders Street	Helena	MT
Stein	Josh	North Carolina Attorney General	Department of Justice	P.O.Box 629	Raleigh	NC
Hilgers	Mike	Office of the Nebraska Attorney General	State Capitol P.O. Box 98920		Lincoln	NE
Ford	Aaron	Nevada Attorney General	Old Supreme Ct. Bldg.	100 North Carson St.	Carson City	NV
Formella	John	New Hampshire Attorney General	Hew Hampshire Department of Justice	33 Capitol St.	Concord	NH
Platkin	Matthew J.	Office of the New Jersey Attorney General	Richard J. Hughes Justice Complex	25 Market St., P.O. Box 080	Trenton	NJ
Torrez	Raul	Office of the New Mexico Attorney General	P.O. Drawer 1508		Santa Fe	NM
James	Letitia	Office of the New York Attorney General	Dept. of Law - The Capitol	2nd Floor	Albany	NY
Wrigley	Drew H.	North Dakota Office of the Attorney General	State Capitol	600 E. Boulevard Ave., Dept. 125	Bismarck	ND
Yost	Dave	Ohio Attorney General	Rhodes State Office Tower	30 E. Broad St., 14th Flr.	Columbus	OH
Drummond	Gentner	Oklahoma Office of the Attorney General	313 NE 21st St.		Oklahoma City	OK
Rosenblum	Ellen F.	Office of the Oregon Attorney General	Justice Building	1162 Court St., NE	Salem	OR
Henry	Michelle A.	Pennsylvania Office of the Attorney General	16th Flr., Strawberry Square		Harrisburg	PA
Neronha	Peter	Rhode Island Office of the Attorney General	150 South Main St.		Providence	RI

Wilson	Alan	South Carolina Attorney General	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC
Jackley	Marty	South Dakota Office of the Attorney General	1302 East Highway 14, Suite 1		Pierre	SD
Skrmetti	Jonathan	Tennessee Attorney General and Reporter	425 5th Avenue North		Nashville	TN
Paxton	Ken	Attorney General of Texas	Capitol Station	P.O. Box 12548	Austin	TX
Reyes	Sean	Utah Office of the Attorney General	P.O. Box 142320		Salt Lake City	UT
Clark	Charity R.	Office of the Attorney General of Vermont	109 State St.		Montpelier	VT
Miyares	Jason	Office of the Virginia Attorney General	202 North Ninth St.		Richmond	VA
Ferguson	Bob	Washington State Attorney General	1125 Washington St. SE	P.O. Box 40100	Olympia	WA
Morrisey	Patrick	West Virginia Attorney General	State Capitol Complex, Bldg. 1, Rm. E-26	1900 Kanawha Blvd. E.	Charleston	WV
Kaul	Josh	Office of the Wisconsin Attorney General	Dept. of Justice, State Capitol	Rm. 114 East, P.O. Box 7857	Madison	WI
Hill	Bridget	Office of the Wyoming Attorney General	109 State Capitol		Cheyenne	WY
Ala'ilima-Utu	Fainu'ulelei Falefatu	American Samoa Gov't	Dept. of Legal Affairs, c/o Attorney General	P.O. Box 7	Utulei	AS
Moylan	Douglas	Office of the Attorney General, ITC Building	590 S. Marine Corps Dr.	Suite 706	Tamuning	Guam
Manibusan	Edward	Northern Mariana Islands Attorney General	Administration Building	P.O. Box 10007	Saipan	MP
Hernández	Domingo Emanuelli	Puerto Rico Attorney General	Torre Chardón, Suite 1201	350 Carlos Chardón Ave.	San Juan	PR
Thomas-Jacobs	Carol	Virgin Islands Acting Atty. General, DOJ	3438 Kronprindsens Gade	GERS Complex, 2nd Floor	St. Thomas	VI
Archibald	Nathan	Quinn Emanuel	2755 E. Cottonwood Parkway	Suite 430	Salt Lake City	UT

EXHIBIT C

Utne v. Home Depot Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

HEU

«Barcode»

Postal Service: Please do not mark barcode

Claim#: HEU-«Claim8»-«CkDig»

«FirstName» «LastName»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

NOTICE OF SETTLEMENT OF PAGA AND CLASS ACTION SUIT

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

*THE ESTATE OF JOHN UTNE THROUGH HIS SUCCESSOR IN INTEREST KAREN UTNE and ALFRED PINTO,
on behalf of themselves, all others similarly situated, and the general public,
vs. HOME DEPOT U.S.A., INC.; and DOES 1-50, inclusive.*

Case No. 3:16-cv-1854-RS

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHT TO MONEY IN CONNECTION WITH
THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

A. WHY DID I GET THIS NOTICE?

You are receiving this notice because the records of Home Depot U.S.A., Inc. indicate that you worked for Home Depot and/or one of its related companies within the State of California between March 8, 2012 through July 28, 2023. As a result, you are eligible to receive a portion of the Settlement Fund in this matter. The purpose of this notice is to inform you of your rights and options with respect to the Settlement.

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 in any way whatsoever.

B. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

The Action resolves previously filed lawsuits that involve class and Private Attorneys General Act (“PAGA”) claims, filed on March 8, 2016. The plaintiffs are John H. Utne and Alfred R. Pinto. Plaintiffs have alleged violations of California law on behalf of a class of California hourly workers, including alleged failure to pay hourly employees wages and overtime under California Labor Code §§ 223, 510, 1194, 1197, 1198; failure to provide accurate written “wage statements” under § 226; failure to timely pay wages upon separation from employment under § 201-203; liability for civil penalties under PAGA, Cal. Lab. Code § 2698 et seq.; and violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq. Plaintiffs allege Home Depot hourly employees were required to wait off-the-clock following their closing shifts while the store was locked; that employees were paid less than their actual clock-in and clock out time as a result of the practice of rounding time to the nearest quarter hour; and that employees were not compensated for time spent walking in the store while off the clock, obtaining and donning employee aprons and waiting to clock in. The Court granted judgment in Home Depot’s favor with respect to several of

these claims, including the rounding claim, the claim for "waiting time" penalties, the wage statement claim premised on purportedly uncompensated pre-shift time, and the UCL claim. The Court has not granted judgment in favor of Plaintiffs on any of their claims; however, it granted a request to certify the Action as a class action and appointed Mr. Utne and Mr. Pinto as class representatives.

Since 2016, the matter has been heavily litigated, and after lengthy settlement negotiations with the assistance of multiple independent mediators, Plaintiffs and Home Depot agreed to settle the Action. The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The Court preliminarily approved the Settlement on July 28, 2023 (the "**Date of Preliminary Approval**").

Nothing in the Settlement is intended to be or will be considered an admission by Home Depot that Plaintiffs' claims in the Action have merit or that Home Depot owes compensation to Plaintiffs or Settlement Class Members for the conduct alleged in the Action. On the contrary, Home Depot denies any and all such liability.

C. WHO IS INCLUDED IN THIS CLASS ACTION?

The Settlement covers Home Depot employees who worked in retail stores in hourly-paid or non-exempt positions in California, and defines four classes or groups of employees who are eligible to receive a settlement payment:

1. The **Hourly Employees Class** are those employees who worked at least one shift between March 8, 2012 through July 28, 2023 (the "**Class Period**").
2. The **Post-Shift Class** are those employees who worked at least one "closing shift" during the Class Period—i.e., a shift scheduled to end after the employee's store was scheduled to close to the public for the evening.
3. The **Rounding Class** are those employees who were paid less than their actual clock-in and clock-out time for their total hours worked during the Class Period as a result of rounding time to the nearest quarter hour.
4. The **PAGA Group** members are those who worked at least one shift between March 8, 2015 through July 28, 2023 (the "**PAGA Period**").

You may be entitled to payment as a member of one or more of these classes or groups.

D. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The Parties have reached a settlement whereby Home Depot will pay a **Gross Settlement Amount** of **\$72,500,000.00** as an all-inclusive sum to pay all amounts contemplated in the Settlement.

The following amounts will be deducted from the Gross Settlement Amount, subject to Court approval: (a) Service Enhancements—up to \$25,000.00 to the Estate of John Utne through his Successor in Interest Karen Utne and up to \$7,500.00 to Alfred R. Pinto; (b) Class Counsels' attorneys' fees and litigation costs—up to one-third of the Gross Settlement Amount (\$24,166,666.66) in attorneys' fees, plus costs not to exceed \$3,500,000.00; (c) reasonable administrator's costs incurred by the party administering the Settlement Agreement (the "**Settlement Administrator**"), not to exceed \$750,000.00; and (d) a \$10,000.00 reserve fund for disputed, untimely, and self-identified claims. The balance of the Gross Settlement Amount eligible for distribution, as approved by the Court, is the **Net Settlement Fund**.

From the Net Settlement Fund, the Parties have agreed that 5% will be allocated to a **PAGA Settlement Fund**, of which 75% will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining 95% of the Net Settlement is allocated to the **Class Settlement Fund** that, along with the balance of the PAGA Settlement Fund, will be allocated as follows:

1. The **Hourly Employees Class** members receive 41% of the Class Settlement Fund, divided amongst Class Members based on their total shifts worked as a proportion of all shifts worked by the Hourly Employee Class.
2. The **Post-Shift Class** members receive 50% of the Class Settlement Fund, divided amongst Class Members based on their total closing shifts worked as a proportion of all closing shifts worked by the Post-Shift Class.
3. The **Rounding Class** receive 9% of the Class Settlement Fund, divided equally amongst Rounding Class members.
4. The **PAGA Group** receive 25% of the PAGA Settlement Fund, allocated to the group based on their pay periods worked as a proportion of all pay periods worked by the PAGA Group.

The Settlement Agreement provides that employer and employee side taxes are paid from the Gross Settlement Amount and that any unclaimed funds will be sent to California's unclaimed property fund.

E. HOW MUCH WILL I RECEIVE?

Your Home Depot employment records indicate that you worked a total of **<<#EMPLOYEE'SSHIFTS>>** shifts in a non-exempt position at retail store/s in California during the Class Period, and are eligible for payment as a member of the Hourly Employee Class.

<<CLOSING>> Home Depot's records also indicate that you worked a total of **<<#OFEMPLOYEE'SCLOSING SHIFTS>>** closing shifts in a non-exempt position at a Home Depot retail store in California during the Class Period and are also eligible to receive payment as a Post-Shift Class member.

<<RoundingClass>> Additionally, Home Depot's records also indicate that you were paid less than the actual clock-in and clock-out time for your total hours worked as a result of rounding time to the nearest quarter hour during the Class Period and are therefore eligible to receive payment as a Rounding Class member.

<<PAGA>> Also, Home Depot's records indicate that you worked <<#OFEMPLOYEE SPAGASHIFTS>> shifts during <<#OFEMPLOYEE SPAGAPAYPERIODS>> pay periods as a non-exempt employee at a Home Depot retail store in California during the PAGA Period and are eligible to receive payment as a PAGA Group Member.

Based on this information, assuming the Court approves the Settlement, and if you do not opt out of the Settlement, your individual share of the Class Settlement Fund will be approximately \$<<EstSet>>.

<<PAGA>> Additionally, it is estimated that you will receive approximately \$<<EstSetPAGA>> as your individual share of the PAGA Settlement Fund.

F. WHAT CLAIMS ARE RELEASED?

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 the "**Released Class Claims**"—which means any claims, rights, liabilities, demands for restitution, penalties, civil penalties, fees, costs, damages, or any other form of relief, of every nature and description, of any and all kinds, whether arising in law, equity, contract or otherwise, whether known or unknown, that accrued or will accrue prior to the date of Preliminary Approval, that were or could have been asserted based on the facts alleged in any Complaint filed in the Action or any notice provided to the LWDA by any Named Plaintiff, and including but not limited to claims based on employee "Walking Time" and/or "Waiting Time" and rounding, but excluding the claims specifically set forth in the "Excluded Lawsuits." The Released Class Claims include, but are not limited to, claims for or predicated on: (1) violations of the California Labor Code; (2) violations of the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.); (3) unpaid wages; (4) California's Unfair Competition Law (UCL), Cal. Bus. & Prof. Code § 17200, et seq.; (5) claims under Labor Code Section 2698 et seq.; and/or (6) claims under the applicable Wage Order.

<<PAGA>> **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.** Class Members who are also PAGA Group Members who opt out of this Settlement will release the "PAGA Released Claims" even if they submit a valid Request for Exclusion and will receive a check for their PAGA Group Member Amount if they are a PAGA Group Member. The "PAGA Released Claims" refer to any civil penalty claims under PAGA, whether known or unknown, that have accrued or will accrue prior to the date of Preliminary Approval, and that were or could have been asserted based on the facts alleged in any Complaint or any notice provided to the LWDA by any Named Plaintiff, including but not limited to claims based on employee "Walking Time" and/or "Waiting Time," and excluding the PAGA claims referenced in the "Excluded Lawsuits."

"Walking Time" means any time spent by Class Members and/or PAGA Group Members during the Class Period or PAGA Period, respectively, for which they were not paid, and during which time they were walking to or from the entrance of the Home Depot store to or from the time clock or break room; donning, removing or putting away required work equipment, including their apron; and/or waiting in line to clock in or out at the time clock.

"Waiting Time" means any time spent by Class Members and/or PAGA Group Members during the Class Period or PAGA Period, respectively, for which they were not paid, and during which time they were waiting as a result of locked doors at a Home Depot store after it was closed to the public for the night.

The "Excluded Lawsuits" are *Henry v. Home Depot USA, Inc.*, Alameda Superior Court Case No. RG14741264 and *Bell v. Home Depot USA, Inc.*, Sacramento Superior Court Case No. 34-2012-0012821. Notwithstanding, to the extent permitted by law, the Settlement is intended to have preclusive effect on PAGA claims in these excluded cases to the extent the PAGA penalty claims in those cases are predicated on the same Labor Code violations and cover the same pay period as those included in the PAGA Released Claims above.

G. WHAT ARE MY OPTIONS?

- 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. You shall have one hundred and twenty (120) calendar days after mailing to cash your check. The Settlement Administrator will send out a reminder postcard thirty (30) days before this deadline. Replacement checks will be issued upon request until thirty (30) days after mailing of the reminder postcards, and you will have sixty (60) days to cash such replacement checks at which point they will be null and void.
- You may exclude yourself from the class action settlement, in which case you will not receive your share of the class action fund 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"), you must send a written request for exclusion by mail, to the Settlement Administrator at Utne v. Home Depot Settlement Administrator, P.O. Box 301172, Los Angeles, CA 90030-1172, postmarked by November 27, 2023. In order to be considered valid, your request for exclusion must be timely sent and contain: (a) your full legal name; (b) a statement that you desire to exclude yourself from the case; (c) the last four digits of your Social Security number and/or complete Home Depot employee ID; and (d) your signature or the signature of someone authorized to sign documents on your behalf. 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 Fairness Hearing listed in Section H, below, or as otherwise ordered by the Court.
- You may object to the class action settlement.** You can ask the Court to deny approval of the Settlement by filing an objection by sending your written objection to the Court. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you should object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection with the Court, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number *John Utne, et al. v. Home Depot U.S.A., Inc.*, Case No. 3:16-cv-01854-RS, (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA, 94102, and (c) be filed or postmarked on or before November 27, 2023. Your objection should also contain your name, address, last four digits of your telephone number, explanation of the reason(s) for objecting, and be signed and dated by you and/or your counsel.

H. FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" on February 15, 2024, at 1:30 p.m., in Courtroom 3 on the 17th Floor of the United States Courthouse located at 450 Golden Gate Avenue, San Francisco, CA 94102, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Final Approval Hearing may be postponed without further notice to Class Members. You may check the settlement website at www.utnesettlement.com or the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> to confirm that the Final Approval Hearing date has not been changed. 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. If you have submitted an objection, and indicated you intend to appear in the manner set forth above, you may appear at the hearing and be heard.

I. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

ATTORNEYS REPRESENTING THE CLASS

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 Farrah Grant (Bar No. 293898)
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ATTORNEYS REPRESENTING HOME DEPOT U.S.A., INC.

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J. GETTING MORE INFORMATION

This notice summarizes the proposed Settlement. For the precise terms and conditions of the settlement, or if you have questions about the Settlement, please see the Settlement Agreement available at www.utnesettlement.com, by contacting Class Counsel (see contact information above), by accessing the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California, 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
 INQUIRE ABOUT THIS SETTLEMENT.**

Dated: September 27, 2023

By Order of the Court

EXHIBIT D

Utne v Home Depot
Opt Outs

ClaimID	FirstName	LastName
HEU-101482973	JAMES	ALTMAN
HEU-100473989	EDGAR	ATKISSON
HEU-102511497	ANTHONY	BYERS
HEU-102021988	DELMER	CAMP
HEU-101793448	ROSA A	CANAS CAIPO
HEU-101902808	DEBORA FERNANDEZ	CLEMENTE
HEU-102663025	DANIEL A	COMBE
HEU-101001312	LI	FAN
HEU-102819076	DON	FISHER
HEU-102421382	DIANE	JAHN
HEU-102594244	ANTHONY	JOHNSON
HEU-101182015	JOHN T	MOBERG
HEU-100139779	JOSEPH	POTTS
HEU-100241816	TIMOTHY	SHUMATE
HEU-101898568	DOUG	SZAMBELAN