

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO MONEY FROM A COLLECTIVE ACTION SETTLEMENT IF YOU TIMELY SUBMIT THE ENCLOSED OPT-IN FORM.**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

**If you worked for R&B Sales and Marketing, Inc. or Techtronic Industries North America, Inc. as an in-store sales representative at The Home Depot at any time between March 16, 2019 and March 21, 2021, a collective action lawsuit may affect your rights.**

*A court ordered this notice. This is not a solicitation from a lawyer.*

Plaintiffs Sergio Arellano, Edgar Murillo, John Henry, and Curt Uyemura, former in store sales representatives employed by R&B Sales and Marketing, Inc., who worked at The Home Depot stores, sued R&B Sales and Marketing, Inc. and Techtronic Industries North America, Inc. (collectively “R&B Sales” or “Defendants”) alleging that Defendants violated the Fair Labor Standards Act (“FLSA”) for allegedly failing to pay overtime wages. The Honorable Carolyn B. Kuhl, Judge of the Los Angeles County Superior Court, presides over this case. The lawsuit is known as *Arellano, et al. v. R&B Sales and Marketing, et al.*, Case No. 20STCV04112.

The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the case. The Settlement is on behalf of two groups of Defendants’ non-exempt employees. One group consists of non-exempt, hourly employees who worked in California at any time between January 31, 2017 and March 21, 2021, (“California Settlement Class”). The other group consists of non-exempt, hourly employees who performed in-store sales at Home Depot stores who worked in any state other than California at any time between March 16, 2019 and March 21, 2021 (“Non-California Opt-In Eligible Plaintiffs”).

Because the Defendants’ records show that you qualify as a Non-California Opt-In Eligible Plaintiff, you are being provided notice of your right to opt into the collective action and receive a payment from the Settlement if the Court grants final approval of the Settlement. Your payment will be, at a minimum, in the amount stated on **Attachment A** to this Notice.

Your legal rights may be affected. Read this Notice carefully. If you have questions, you can contact the lawyers for the Plaintiffs (listed at the end of this Notice).

Notwithstanding the terms of this settlement, R&B Sales and Marketing, Inc. or Techtronic Industries North America, Inc. both continue to deny any wrongdoing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>OPT-IN TO THE COLLECTIVE ACTION AND PARTICIPATE IN SETTLEMENT</b>	If you wish to participate in the Settlement, and receive a Settlement payment, you must complete and timely return the Opt-In Form enclosed with this Notice. If you complete and timely return the Opt-In Form you will receive, at a minimum, the amount stated on <b>Attachment A</b> to this Notice, unless the Court decides not to grant

	“final approval” of the Settlement. By opting in, you will be bound by the terms of the Settlement.
<b>DO NOT OPT-IN/DO NOTHING AND DO NOT PARTICIPATE IN SETTLEMENT</b>	If you do not wish to participate in the Settlement, you do not need to take any further action. You will not be bound by the terms of the Settlement if you do not affirmatively opt into the collective action.

This Notice explains your rights and options in detail.

**YOUR ESTIMATED MINIMUM SETTLEMENT AMOUNT:** Enclosed with this Notice is an individualized Statement of Weeks Worked Form (“Attachment A”), which will state your estimated minimum settlement amount. The amount is calculated based on the number of weeks you were employed by either Defendant and worked as an in-store sales representative at a Home Depot store in a state other than California during the period from March 16, 2019 to March 21, 2021. The amount to be paid may increase based on the number of Non-California Opt-In Eligible Plaintiffs who decide not to opt-in. If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than July 19, 2022.

\* \* \*

### **MORE DETAILED INFORMATION**

#### **I. WHAT IS THIS CASE ABOUT?**

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class and collective action lawsuit pending before Judge Carolyn B. Kuhl of the Superior Court of California for the County of Los Angeles (the “Court”) entitled *Sergio Arellano, Edgar Murillo, John Henry and Curt Uyemura, individually and on behalf of other members for the general public similarly situated, v. R&B Sales and Marketing, Inc. and Techtronic Industries North America Inc.*, Case No. 20STCV04112, (“Litigation”). The Litigation asserts the same causes of action as alleged in *John Henry and Curt Uyemura, individually and on behalf of others similarly situated, v. Techtronic Industries of North America, Inc. and R&B Sales and Marketing, Inc.*, Case No. 4:20-cv-08329-WHO (“Henry Action”), which is pending in the Northern District of California. The Litigation along with the Henry Action is referred to as the “Lawsuits.” This Notice is given by Order of the Court.

Sergio Arellano, Edgar Murillo, John Henry and Curt Uyemura (“Class and Collective Action Representatives”) bring this Litigation on behalf of all California Settlement Class Members (all individuals employed: (1) in California, (2) by either Defendant, (3) in a non-exempt-hourly job position; and (4) at any time between January 31, 2017 and March 21, 2021 (“California Class Period”)). Class and Collective Action Representatives also bring this Litigation on behalf of Non-California Opt-In Eligible Plaintiffs (all individuals employed (1) in any state other than California; (2) by either Defendant; (3) in a non-exempt, hourly position in which the employee performed in-store sales at Home Depot stores; (4) at any time between March 16, 2019 and March 21, 2021 (“Non-California FLSA Period”)).

The Litigation alleges that Defendants failed to pay overtime wages to the California Settlement Class Members and the Non-California Opt-In Eligible Plaintiffs in violation of the federal FLSA. The Litigation also alleges violations of California laws with respect to the California Class Members only, which are that Defendants (1) failed to pay overtime wages due for overtime hours worked under California law; (2) failure to pay minimum wages for all hours worked; (3) failed to provide legally required meal periods or pay premium pay due for such failure; (4) failed to provide legally required rest periods or pay premium pay due for such failure; (5) failed to furnish timely wage statements or failed to maintain adequate payroll records; (6) failed to timely pay wages or pay all wages due upon termination of employment; (7) failed to reimburse for business expenses; (8) failure to provide reporting time pay; (9) violated the unfair competition laws (Business & Professions Code §§17200, et seq.); and (10) violated the California Labor Code Private Attorney's General Act ("PAGA").

Defendants do not admit engaging in any unlawful conduct as alleged in this Litigation and continue to deny the claims and charges of wrongdoing and liability.

## **II. WHAT ARE THE TERMS OF THE SETTLEMENT?**

Defendants deny that they owe money related to any of the allegations listed above. Defendants are settling the matter as a compromise and to avoid incurring unnecessary legal expense defending the matter. Defendants reserve the right to object to any claim if for any reason the Settlement fails. Defendants further deny that there was any joint employer relationship between Defendants or that Techtronic Industries North America, Inc. employed the California Settlement Class Members or the Non-California Opt-In Eligible Plaintiffs.

The parties reached a Settlement in which Defendants' total maximum liability, will not exceed Two Million, One Hundred and Twelve Thousand, Five Hundred Dollars and Zero Cents (\$2,112,500.00) ("Settlement Sum") plus the employer's share of tax liabilities. The Settlement Sum allocates \$1,562,500.00 for California Class Members and \$550,000.00 for Non-California Opt-In Eligible Plaintiffs. All amounts to be paid by Defendants from the Settlement Sum shall be paid to a qualified settlement fund ("Qualified Settlement Fund"), which shall be administered by CPT Group, Inc., the Settlement Administrator.

Neither the California Settlement Class Members nor the Non-California Opt-In Plaintiffs will pay any out-of-pocket costs.

The determination of how much each Non-California Opt-In Eligible Plaintiff can receive as part of this Settlement depends on the number of weeks worked within the Non-California FLSA Period during which the individual worked as an in-store sales representative at a Home Depot store outside of California ("Qualifying Work Weeks"), the number of Non-California Opt-In Eligible Plaintiffs who opt-in to the Settlement and the number of Qualifying Work Weeks worked by those individuals. The Estimated Minimum Settlement amount set forth in **Attachment A** is calculated based on the assumption that 100% of Non-California Opt-In Eligible Plaintiffs will opt-in to the Settlement.

Non-California Opt-In Eligible Plaintiffs may participate in the Settlement. Non-California Opt-In Eligible Plaintiffs will not pay any out-of-pocket costs.

On March 16, 2022, the Court conditionally granted preliminary approval of the California class action settlement and nationwide FLSA settlement against Defendants and directed that you receive this Notice.

**A. Additional Payments from the Maximum Settlement Amount**

The “Non-California FLSA Fund” is the portion of the Settlement Sum allocated toward the settlement of the FLSA claims of the Non-California Opt-in Plaintiffs. That total amount is equal to \$550,000.00. All payments to Non-California Opt-in Plaintiffs shall be made from this Fund, minus the payments below, which are subject to final approval from the Court.

**1. Fee and Cost Award for Class Counsel**

Class Counsel filed the Litigation on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel conducted formal and informal discovery, extensive motion practice, and negotiated the settlement of this matter. Class Counsel will request attorneys’ fees in an amount of up to \$183,333.33, which represents 33 1/3% of the Non-California FLSA Fund. Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$10,000. If approved by the Court, this amount will be paid from the Non-California FLSA Fund. These attorneys’ fees and costs shall compensate Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Non-California FLSA Fund. Neither Non-California Opt-In Eligible Plaintiffs nor California Class Members are personally responsible for any of Class Counsel’s attorneys’ fees and costs.

**2. Settlement Administration Costs**

Settlement Administration Costs, which will not exceed \$14,628.00, will be paid to the Settlement Administrator, CPT Group, Inc., for its services, including but not limited to distributing Notices to Non-California Opt-In Eligible Plaintiffs, processing Opt-in Forms from Non-California Opt-In Eligible Plaintiffs, calculating Settlement payments, and distributing Settlement payments to the Non-California Opt-in Plaintiffs.

**3. Employer and Employee Tax Obligations**

Once the amount of payment for each Non-California Opt-in Plaintiff is determined, the Settlement Administrator will calculate the total amount of the employee withholding taxes for the portion of the Settlement payment designated as wages as required by law. This total amount will be deducted from the Non-California FLSA Fund. Defendants will separately pay the employer withholding taxes on the Settlement payment designated as wages.

**III. RELEASE OF CLAIMS**

By opting into the FLSA Collective Action and thereby participating in the settlement, you will release all claims arising under the Fair Labor Standards Act, which were asserted or could have been asserted at any time in the Second Amended Complaint based on the facts alleged in the Second Amended Complaint, including, but is not limited to, any claim for failure to pay overtime wages, minimum wages, unpaid wages, failure to pay overtime wages at the regular rate of pay, penalties and liquidated damages.

**IV. IF I CHOOSE TO PARTICIPATE AND OPT-IN TO THIS ACTION, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?**

To determine the value for each Qualifying Work Week, the Settlement Administrator will divide the Non-California FLSA Fund (after all applicable deductions for fees, costs and awards) by the total number of Qualifying Work Weeks worked by all Non-California Opt-In Eligible Plaintiffs. That dollar amount equals the weekly recovery value ("Weekly Recovery") for each Qualifying Work Week. Next, for each Non-California Opt-In Eligible Plaintiff, the Settlement Administrator shall compute the Non-California Opt-In Eligible Plaintiff's Individual Payment Amount by multiplying the Non-California Opt-In Eligible Plaintiff's total Qualifying Work Weeks by the Weekly Recovery. All amounts allocated to Non-California Opt-In Eligible Plaintiffs who do not opt-in to the collective action, will be reallocated on a pro rata basis to the Non-California Opt-in Plaintiffs by increasing the Weekly Recovery value. As a result, the amount paid to each Non-California Opt-in Plaintiff will be greater than the minimum amount set forth in **Attachment A** if any Non-California Opt-in Eligible Plaintiff fails to opt-in to this action.

**Your estimated minimum Individual Non-California Opt-In Plaintiff payment is included on Attachment A.**

**V. TAXABLE PORTION OF SETTLEMENT PAYMENTS**

For purposes of tax payment obligations, fifty percent (50%) of each Individual Payment Amount to each Non-California Opt-In Plaintiff shall be allocated as wages (which shall be subject to required withholdings and deductions and reported as wage income), and the remaining fifty percent (50%) shall be allocated as liquidated damages, interest and other non-wage recovery (which shall not be subject to withholdings or deductions and shall be reported as non-wage income).

An IRS Tax Form W-2 will be issued to each Non-California Opt-In Plaintiff with regard to the portion of the Settlement payments attributable to wages and any required IRS Tax Form 1099 will be issued with regard to the remaining portion of the Settlement payments. Non-California Opt-In Plaintiffs should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

**VI. WHAT IF THE STATEMENT OF WEEKS WORKED IS INCORRECT?**

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than July 19, 2022. If the information is correct, you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator.

**VII. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?**

The Court will conduct a Final Fairness and Approval Hearing on September 6, 2022, at 10:30 a.m. in Department 12 of the Superior Court of California, located at 312 N. Spring Street, Los Angeles, California 90012. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and

costs, and other payments discussed above. The Final Fairness and Approval Hearing may be continued without further notice.

### **VIII. WHAT IF I NEED MORE INFORMATION?**

The foregoing is only a summary of the Litigation and the proposed Settlement and does not purport to be comprehensive. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Los Angeles County Superior Court's website at <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>. After arriving at the website, enter 20STCV04112 as the case number and click "SEARCH." Images of every document filed in the case may be viewed for a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

In addition, you can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Attorneys' Fees and Costs, and the Order Granting Final Approval at the following website [www.cptgroupcaseinfo.com/RBSalesSettlement](http://www.cptgroupcaseinfo.com/RBSalesSettlement).

If you have any questions, you can call the Settlement Administrator at 1(888) 281-3962, toll free. You may also contact Class Counsel to ask about the Class Action Settlement. Class Counsel's contact information is as follows:

Raul Perez (174687)  
Bevin Allen Pike (221936)  
Orlando Villalba (232165)  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, California 90067  
[info@RBSalesLawsuit.com](mailto:info@RBSalesLawsuit.com)  
1(888) 409-3657

Laura L. Ho (173179)  
Byron Goldstein (289306)  
GOLDSTEIN, BORGES, DARDARIAN & HO  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
[ttisettlement@gbdhlegal.com](mailto:ttisettlement@gbdhlegal.com)  
1(877) 290-7905

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH  
INQUIRIES ABOUT THE SETTLEMENT.**

**Attachment A****STATEMENT OF WEEKS WORKED FORM**

*Sergio Arellano, Edgar Murillo, John Henry, and Curt Uyemura, individually and on behalf of  
all those similarly situated v. R&B Sales and Marketing, Inc., et al.,  
Superior Court for the State of California, County of Los Angeles  
Case No. 20STCV04112*

**THIS FORM IS FOR YOUR INFORMATION ABOUT YOUR ESTIMATED SETTLEMENT SHARE. YOU DO NOT NEED TO DO ANYTHING WITH THIS FORM UNLESS THE INFORMATION ABOUT YOU ON THE FORM IS INCORRECT.**

This Statement of Weeks Worked Form includes information based on the records of R&B Sales and Marketing, Inc. and Techtronic Industries North America, Inc. (collectively or “Defendants”). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: If you wish to make any corrections, this Statement of Weeks Worked Form must be postmarked no later than July 19, 2022 and received by the Settlement Administrator to be processed.

**IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE AND RETURN THE OPT-IN FORM ENCLOSED WITH THE NOTICE. IF YOU DO NOT COMPLETE AND RETURN THE OPT-IN FORM, YOU CANNOT PARTICIPATE IN THE SETTLEMENT. COMPLETING THIS WORKWEEK FORM ALONE WILL NOT CONSTITUTE OPTING INTO THE COLLECTIVE ACTION IN ORDER TO PARTICIPATE IN THE SETTLEMENT.**

**INSTRUCTIONS**

This Statement of Weeks Worked Form is to provide you with an opportunity to verify your name and contact information and to correct any information regarding the timeframe you worked for either Defendant in a state other than California as a “in-store sales representative” at The Home Depot.

**YOU DO NOT NEED TO COMPLETE THIS FORM TO SHARE IN AND RECEIVE THE SETTLEMENT PROCEEDS IN THIS LAWSUIT.** IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE JULY 19, 2022. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:

*Arellano, et al. v. R&B Sales and Marketing, Inc., et al.*  
Settlement Administrator  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only Non-California Opt-In Eligible Plaintiffs Members or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or trustee who submits a Statement of Weeks Worked Form on behalf of a Non-California Opt-In Eligible Plaintiff or his or her estate must (1) sign the Statement of Weeks Worked Form on the Non-California Opt-In Eligible Plaintiff's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the Non-California Opt-In Eligible Plaintiff's behalf.

If you have questions about your claim or how to complete this Statement of Weeks Worked Form, you may call the Settlement Administrator at 1(888) 281-3962.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF  
TIME. THANK YOU FOR YOUR PATIENCE.**

*[Remainder of this page intentionally left blank]*



**PART I: CLAIMANT IDENTIFICATION**

<<EmployeeName>>  
 <<Address1>> <<Address2>>  
 <<City>>, <<State>> <<Zip Code>>

**If any of the above contact information is inaccurate, please provide the correct information below:**

\_\_\_\_\_  
 Name (First, Middle, Last)

\_\_\_\_\_  
 Name Used While Employed by either Defendant [if different from current name – First, Middle, Last]

\_\_\_\_\_  
 Street Address:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: home: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Telephone: work/cell: (\_\_\_\_) \_\_\_\_-\_\_\_\_

**PART II: EMPLOYMENT****Section A: Claim Based on Defendants' Records**

Defendants' records indicate that between March 16, 2019 and March 21, 2021 ("FLSA Collective Period") you were employed in a state other than California by Defendant as an "in-store sales representative" at The Home Depot:

From <<NonCAClass\_qHdate>> to << NonCAClass\_qTdate>>

Based on the number of weeks worked above, your estimated Individual Payment Amount is <<NonCAClass\_estAmount>>.

This Individual Payment Amount is based on the number of weeks worked by you as an in-store sales representative in a state other than California and the Weekly Recovery value of those weeks as described in the attached Notice.

**Section B: Claim Based on Information Provided by Settlement Class Member**

Complete this section only if you believe that the information set forth in Section A above is not accurate. When you return this Statement of Weeks Worked Form to the Settlement Administrator, you must also send any documentation that supports or relates to the information that you provide in this Section B. Please do not include any time periods (1) before March 16, 2019 or (2) after March 21, 2021.

These are the dates I was employed as an in-store sales representative in a state other than California:

From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_

From \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ (If employed more than once)

Please attach any records which document or support the dates you were employed as an in-store sales representative in a state other than California.

### **DECLARATION AND SIGNATURE**

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing information is true and correct to the best of my knowledge, including during the period of my employment occurring within the time period of March 16, 2019 and March 21, 2021.

DATED: \_\_\_/\_\_\_/2022

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME