

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

WHEREAS, on or about June 26, 2020, Plaintiff Chris Carlson (“Plaintiff”), a former employee of The Home Depot, filed a class action complaint (“Complaint”) against Home Depot U.S.A., Inc. and The Home Depot, Inc. (collectively, “Home Depot” or “Defendants”) in the Superior Court of the State of Washington, County of King, Cause No. 20-2-10496-5 SEA, on behalf of himself and all others similarly situated, which was subsequently removed to United States District Court for the Western District of Washington and assigned Case No. 2:20-cv-01150-MJP (“Lawsuit”); and

WHEREAS, under the Complaint, Plaintiff sought, on behalf of himself and all others similarly situated: (a) back wages for missed, short and untimely rest and meal breaks pursuant to RCW 49.12, WAC 296-126-092, and RCW 49.46.130; (b) exemplary damages pursuant to the Washington Consumer Protection Act, RCW 49.52.070; (c) damages for deceptive or unfair business practices pursuant to RCW 19.86.090 relating to alleged manipulation of time records; (d) attorneys’ fees and costs pursuant to RCW 49.46.090, 49.48.030 and 49.52.070; and (e) prejudgment interest; and

WHEREAS, Defendants have denied any liability for Plaintiff’s claims; and

WHEREAS, on October 7, 2021, the United States District Court denied class certification of Plaintiff’s Consumer Protection Act claim but certified a class pursuant to Fed. R. Civ. P. 23(b)(3) on Plaintiff’s other claims, defined the class as all individuals employed by Home Depot as in-store supervisors or specialists in Washington State at any time between June 26, 2017 and the October 7, 2021, and appointed Plaintiff Chris Carlson as Class Representative and Schroeter Goldmark & Bender as Class Counsel; and

WHEREAS, 294 individuals timely excluded themselves from the Class following the Court’s Order granting Class Certification and shall not be considered Settlement Class Members (as that term is defined below) for purposes of this Settlement;

WHEREAS, Plaintiff and Defendants (the “Parties”) have engaged in extensive settlement discussions; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been alleged in the Lawsuit or that arise out of or could have been alleged on the basis of the circumstances alleged in the Complaint, including both federal and state claims,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court’s approval, as follows:

1. This Settlement Agreement and Release of Claims (hereinafter “Settlement” or “Settlement Agreement”), which the parties agree is a fair, adequate and reasonable compromise and settlement of the Lawsuit, is made and entered into by and between the following Parties: Plaintiff, the Settlement Class Members, and Defendants. This Settlement Agreement is subject to the terms and conditions hereof and to the approval of the Court.

THE SETTLEMENT CLASS

2. The Settlement Class comprises all individuals employed by Defendants as in-store supervisors or specialists in Washington State at any time between June 26, 2017 and May 31, 2022, except for those individuals who have already opted out of the class that was certified by Judge Pechman in October 2021. Members of the Settlement Class are referred to herein as Settlement Class Members.

3. The Covered Period is from June 26, 2017 through August 12, 2022.

SETTLEMENT FUNDS AND SETTLEMENT PAYMENTS

4. **The Settlement Fund.** Defendants shall establish a fund of five million eight hundred thousand dollars, (\$5,800,000.00), which shall be referred to herein as the “Settlement Fund.” This fund is inclusive of all of Defendants’ financial obligations under this Settlement Agreement, including all obligations for attorneys’ fees and litigation costs, costs of notice, any Incentive Payments to the Plaintiff and other Settlement Class Members, the employees’ normal portions of payroll taxes on the settlement payments, and the costs of settlement administration, except as otherwise specifically provided in Subparagraph 6(e) below.

5. **Third Party Administrator.** The Parties agree that a Third Party Administrator, to be mutually agreed upon by the Parties and approved by the Court, shall be responsible for establishing a qualified settlement fund and distributing the notice of proposed settlement, payments out of the Settlement Fund, and tax documents to the Settlement Class. The fees and costs of the Third Party Administrator shall be paid out of the Settlement Fund.

6. Payments Out of the Settlement Fund

(a) **Net Settlement Fund.** The “Net Settlement Fund” is defined as the Settlement Fund less any Incentive Payments to Plaintiff and Settlement Class Members approved by the Court, any award of attorneys’ fees and costs to Class Counsel approved by the Court, and any fees and costs for the Third Party Administrator approved by the Court.

(b) **Division of Net Settlement Fund.** The Net Settlement Fund will be allocated among Settlement Class Members on a pro rata basis based on the wage rates and the time actually worked (measured by hours, days, or shifts) by each Settlement Class Member as either an in-store supervisor or specialist in Washington State between June 26, 2017 and August 12, 2022, inclusive (the “Covered Period”). Class Counsel shall be responsible for calculating the specific pro rata amounts representing the individual settlement awards within fifteen (15) days of preliminary approval of the proposed settlement and thereafter shall provide such amounts to Defendants. Defendants shall have the right to review all calculations for accuracy. These calculations shall be considered preliminary pending any changes necessitated by the Court’s order granting final approval of the Settlement.

(c) **Attorneys’ Fees and Costs.** Class Counsel will apply to the Court for payment from the Settlement Fund of attorneys’ fees and reasonable litigation costs. Defendants will not oppose the request for attorneys’ fees to the extent the fee request does not exceed twenty percent (20%) of the Settlement Fund plus actual litigation costs. The attorneys’ fees and

litigation costs actually paid from the Settlement Fund shall be that amount approved by the Court. The enforceability of this Settlement Agreement is not contingent on the amount of attorneys' fees or litigation costs awarded, and any dispute regarding the amount of attorneys' fees or litigation costs, and/or any appeal related thereto, shall not affect or delay the finality of this Settlement Agreement, and shall not affect or delay the entry of dismissal of the Lawsuit with prejudice.

(d) **Incentive Payments to Class Representative and Settlement Class Members.** The Parties agree that Plaintiff will request a payment from the Settlement Fund in the amount of \$10,000.00 in recognition of his role and efforts as the Class Representative and in consideration of his grant of a general release to Defendants. The Parties further agree that Plaintiff will request payments from the Settlement Fund of \$250 to each Settlement Class Member who was deposed by counsel for Defendants in connection with and during the course of this matter. All of these "Incentive Payments" shall be subject to Court approval and shall be in addition to the recipients' pro rata shares of the Net Settlement Fund. The enforceability of this Agreement is not contingent on the amount of the Incentive Payments (if any) that are granted.

(e) **Tax Allocations.** The individual settlement awards to each Settlement Class Member shall be allocated 50% to back wages and 50% to prejudgment interest and penalties. The Third Party Administrator shall either issue separate checks to each Settlement Class Member for back pay settlement awards and interest or a single check separately identifying those amounts. The amounts allocated as interest and penalties shall not be treated as wages and shall not be subject to payroll taxes. The amounts allocated as back pay shall be treated as wages and subject to payroll taxes. Defendants shall pay the employer's portion of payroll taxes on that portion of the settlement payments that is treated as wages. Defendants' payment of the employer's portion of payroll taxes shall be in addition to, and shall not come out of, the Settlement Fund. Except for the employer's portion of payroll taxes, Defendants shall have no responsibility or liability for any federal or state taxes owed in connection with the payments made in connection with this Settlement Agreement. The Third Party Administrator shall withhold from each Settlement Class Member's back pay settlement award payment, and disburse to the IRS, the employee's portion of payroll taxes and other applicable tax withholding attributable to the portion of the Settlement Class Member's settlement payments that is treated as wages.

(f) **Tax Reporting.** The Third Party Administrator shall prepare and provide to each Settlement Class Member receiving a settlement payment from the Settlement Fund a Form W-2 (for wages) and a Form 1099-INT for such settlement awards. Plaintiff and the Settlement Class Members who receive an Incentive Payment pursuant to Paragraph 6(d) above also will receive a Form 1099-MISC for any Incentive Payment they receive (designated as "Other Income"). Class Counsel will receive a Form 1099 for the attorneys' fees and litigation costs awarded to Class Counsel. The Parties agree that the attorneys' fees and litigation costs awarded to Class Counsel need not be reported to the IRS as being income to the Settlement Class Members, based on the analysis in Internal Revenue Service Office of Chief Counsel Memorandum PRENO-111606-07 (May 18, 2007).

(g) **Residual Funds.** All settlement payments to Settlement Class Members that cannot be delivered and/or are not cashed within one hundred and twenty (120) calendar days after their issuance by the Third Party Administrator will be paid to The Homer Fund. If the Court does not approve the cy pres distribution to The Homer Fund, the Parties will cooperate in proposing alternative recipients acceptable to the Court. In no event will any portion of the Settlement Fund revert to Defendants. Within thirty (30) calendar days after the end of such one hundred and twenty (120) day period, the Third Party Administrator will advise the Parties in writing of the amounts of such uncashed settlement checks. The Third Party Administrator will issue and deliver checks, calculated according to the percentages of such uncashed settlement checks as specified above, to the approved cy pres recipient(s) no later than two hundred (200) calendar days after the Effective Date (as defined in Paragraph 19 below) and shall notify the Parties of such delivery.

TIMELINE AND DUTIES OF THE PARTIES PRIOR TO OBTAINING COURT APPROVAL

7. Class Counsel shall provide a draft Notice of Proposed Settlement (“Notice”) to Defendants no later than fifteen (15) calendar days after the execution of this Settlement Agreement. The Parties will attempt in good faith to agree on the final form of the Notice. If impasse is reached on the final form of the Notice, the Parties will present such dispute to the United States District Court for resolution along with the motion for settlement class certification and preliminary approval of the proposed Settlement.

8. Plaintiff shall move the Court for entry of an order certifying the Settlement Class, preliminarily approving this Settlement, and approving the Notice no later than thirty (30) calendar days after the execution of this Settlement Agreement. Class Counsel shall provide Defendants with a draft of the motion for settlement class certification and preliminary approval at least seven (7) calendar days before the motion is filed so Defendants has an opportunity to review and provide comments regarding the draft motion.

NOTICE TO CLASS MEMBERS

9. The Notice, in a form approved by the Court, shall be sent by the Third Party Administrator to the Settlement Class Members, by first class mail and email, within thirty (30) calendar days after entry of the order of preliminary settlement approval by the Court. The Notice Date shall be three (3) days after the actual date of mailing.

10. Defendants will provide the Third Party Administrator and Class Counsel with an updated address and email list for Settlement Class Members and social security numbers for all Settlement Class Members. The Third Party Administrator and Class Counsel will agree to Defendants’ Information Privacy and Security Requirements and will otherwise keep confidential and not disclose Settlement Class Members’ social security numbers to any third party and will use the numbers solely to locate correct mailing addresses for Settlement Class Members and to process settlement payments and tax documents under the Settlement. The Third Party Administrator will use reasonable means to perform an address updating check for Settlement Class Members prior to mailing the Notice and to ensure, to the extent practicable, that the Notice is sent to all Settlement Class Members. The Third Party Administrator will

remain any Notice that is returned with a forwarding address and will use reasonable means, such as a commercial skip-tracing database, to locate the proper address of any Settlement Class Member whose Notice is returned as undeliverable without a forwarding address. The Third Party Administrator will promptly notify the Parties of any returned Notices, and Class Counsel may also use reasonable means to locate the proper address of any Settlement Class Member whose Notice is returned as undeliverable.

11. The Third Party Administrator also will create a static website containing copies of the Settlement Agreement and the Notice which shall be maintained from the date of mailing of the Notice until 200 days after the Effective Date.

OPT OUTS; OBJECTIONS; BINDING EFFECT

12. Any Settlement Class Member may elect to be excluded from the Settlement within thirty (30) days of the Notice Date. To be effective, any such election must be made in writing; must contain the information specified in the Notice; and must be received by the Third Party Administrator electronically or mailed to the Third Party Administrator and postmarked or before the 30th day after the Notice Date. In the case of a mailed request for exclusion, the date of the postmark on the mailing envelope shall be the exclusive means to determine whether a request for exclusion is timely.

13. Any Settlement Class Member who is eligible to opt out and who timely requests exclusion in compliance with these requirements shall thereafter not be considered to be a Settlement Class Member for purposes of this Settlement, shall not have any rights under this Settlement Agreement, shall not be entitled to receive any settlement payment, and shall not be bound by this Settlement Agreement. If more than five percent (5%) of the Settlement Class Members exclude themselves pursuant to Fed. R. Civ. P. 23(e)(4), Defendants shall have the right, in their sole discretion, to void the Settlement upon timely notice to Class Counsel and the Court. In the event the Court does not certify the Settlement Class or this Settlement does not receive final approval for any reason, individuals who excluded themselves under Fed. R. Civ. P. 23(e)(4) and who were members of the class certified by the Court in October 2021 will be restored to their status as Settlement Class Members for purposes of further litigation of this case.

14. Except for those Settlement Class Members who exclude themselves in compliance with the forgoing, or previously excluded themselves upon the Court's certification of the litigation class, Settlement Class Members will be deemed to be members of the Settlement Class for all purposes under this Settlement Agreement, the final approval order, the judgment, and the releases set forth in this Settlement Agreement.

15. Any Settlement Class Member who does not exclude themselves from the Settlement may object to this Settlement Agreement, provided that such objections are made in writing and filed with the Court and served on Class Counsel and counsel for Defendants no later than 30 days after the Notice Date.

16. Neither Plaintiff, Class Counsel, Defendants, Defendants' counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to (a) exclude themselves

from the Settlement Class, (b) object to the Settlement Agreement, (c) appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or (d) discourage participation in the Settlement.

17. Upon receipt, counsel for the Parties shall promptly exchange with one another copies of all objections, exclusions and/or challenges to the Settlement or any part thereof.

TIMELINE AND DUTIES OF THE PARTIES FOLLOWING NOTICE

18. Plaintiff shall move the Court for entry of an Order granting final approval to this Settlement promptly following the opt-out/objection deadline. Class Counsel shall provide Defendants with a draft of said motion and proposed order of dismissal with prejudice at least one week prior to filing so Defendants have an opportunity to review and provide comments regarding the draft motion.

19. The settlement embodied in this Settlement Agreement shall become effective on the "Effective Date," which is defined as the later of: (i) thirty-one (31) days after entry of the Court's final approval of this Settlement Agreement, if no appeal of that order is filed, or (ii) the date the Court's approval of this Settlement Agreement becomes final and binding after final resolution of any appeals.

20. Class Counsel shall calculate the specific pro rata amounts representing the final individual settlement awards within fifteen (15) days of final approval of the Settlement and thereafter shall provide such amounts to Defendants. Defendants shall have the right to review all calculations for accuracy.

21. Defendants shall deliver the Settlement Fund, plus the employer's share of payroll taxes arising from the individual settlement back wage awards, to the Third Party Administrator within thirty (30) calendar days of the Effective Date.

22. The Third Party Administrator shall mail payments to Settlement Class Members, the Incentive Payments to Plaintiff and Settlement Class Members, and Class Counsel's fee and cost award no later than fifteen (15) calendar days after receipt of the Settlement Fund from Defendants.

23. The Third Party Administrator will provide the Parties a report of any uncashed settlement award checks sixty (60) and ninety (90) days after the mailing of the individual settlement awards and will mail a reminder postcard to any Settlement Class Member who has not cashed their settlement award check within 90 days after the checks were mailed. If any Settlement Class Members do not cash their checks within 120 days after issuance, their checks will be void. In such event and unless good cause exists, those Settlement Class Members will be deemed to have irrevocably waived any right in or claim to a settlement payment or share under this Settlement Agreement, but the Settlement Agreement and the Court's final approval thereof, and the dismissal of the Complaint with prejudice, shall nevertheless be binding upon them.

24. The order of dismissal with prejudice shall be presented for entry upon entry of the Court's final approval of this Settlement Agreement.

RELEASES BY SETTLEMENT CLASS MEMBERS AND PLAINTIFF

25. **Release by Settlement Class Members.** Upon the final approval by the Court of this Settlement Agreement (and except as to such rights or claims as may be created by this Settlement Agreement), all Settlement Class Members who do not opt out of the Settlement will be bound by a release (the "Release") of all claims and causes of action falling within the definition of "Released Claims" (below), whether known or unknown, and irrespective of the factual or legal basis for such claims. However, to be clear, the scope of the Release is limited to the Released Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Lawsuit. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims. The parties understand and specifically agree that the scope of the Release described in this Paragraph: is a material part of the consideration for this Agreement; was critical in justifying the agreed upon economic value of this settlement and without it Defendants would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendants are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in Plaintiff's Complaint.

26. **Definition of "Released Claims.** The Released Claims by Settlement Class Members include: (1) all causes of action and factual or legal theories that were alleged in the Lawsuit or reasonably could have been alleged based on the facts and legal theories contained in the Lawsuit, including but not limited to allegations of meal and rest break violations concerning their work as in-store supervisors or specialists during the Covered Period, failure to track or provide compensation for meal or rest break violations, withholding of wages in violation of the Wage Rebate Act, violation of the Consumer Protection Act; (2) any other claims or penalties under the wage and hour laws pleaded in the Lawsuit arising out of or relating to the facts and legal theories contained in the Lawsuit; and (3) all damages, penalties, interest and other amounts recoverable under said causes of action under Washington and federal law, the Washington Minimum Wage Act and the Washington Industrial Welfare Act to the extent arising out of or relating to the facts and legal theories alleged in or that reasonably could have been alleged based on the facts and legal theories contained in the Lawsuit. (Collectively, the "Released Claims.") The period of the Release shall extend to the limits of the Covered Period. The res judicata effect of the Judgment will be the same as that of the Release.

27. **Release by Named Plaintiff.** Plaintiff agrees to release and waive all known and unknown claims against Defendants, without exception, except as may be prohibited by law, including but not limited to claims under the Age Discrimination in Employment Act (ADEA).

28. Except to the extent a Settlement Class Member presents a timely objection to this Settlement pursuant to the procedures set forth above, Settlement Class Members waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.

VOIDING THE SETTLEMENT AGREEMENT

29. Except as otherwise provided in Paragraphs 6(c)-(d) above, a failure of the Court to certify the Settlement Class or to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement void and unenforceable as to all Parties herein.

30. If the Settlement becomes void under the prior Paragraph, this Settlement Agreement shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any party, all of whom shall be restored to their respective positions in the Lawsuit prior to the Settlement; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in the Lawsuit or any other action or proceeding for any purpose.

NO ADMISSION OF LIABILITY

31. Nothing in this Settlement Agreement shall be construed as an admission of any violation of law, and Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuit. Neither this Settlement Agreement nor any documents executed or filed in connection with this Settlement Agreement constitute admissions and may not be used or admitted as evidence, in any action or proceeding whatsoever, of liability or wrongdoing by Defendants or violation of any law.

REPRESENTATION REGARDING OTHER ACTIONS

32. Plaintiff and Class Counsel have no current intention of asserting any other claims against Defendants in any judicial or administrative forum. Plaintiff and Class Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants.

PARTIES' AUTHORITY

33. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and to bind the Parties hereto to the terms and conditions hereof.

MUTUAL FULL COOPERATION

34. The Parties agree to reasonably cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

DISPUTE RESOLUTION AND ENFORCEMENT ACTIONS

35. Any disputes over any term of this Settlement Agreement, calculations of settlement payments or checks, the form of the Notice, or alleged violations of any of the terms or deadlines set forth in this Settlement Agreement shall be brought on an expedited basis to the United States District Court for the Western District of Washington for resolution.

NOTICES

36. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and delivered and addressed as follows:

To Class Counsel:

Adam J. Berger
Elizabeth A. Hanley
Schroeter, Goldmark & Bender
401 Union Street, Suite 3400
Seattle, WA 98101

To Defendants' Counsel:

Laurence A. Shapero
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
1201 Third Avenue, Suite 5150
Seattle, WA 98101

CONSTRUCTION

37. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that the Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or its counsel participated in the drafting of this Settlement Agreement.

CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this

Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

MODIFICATION

39. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after preliminary court approval, approved by the Court.

INTEGRATION CLAUSE

40. This Settlement Agreement constitutes the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

NO RELIANCE

41. The parties acknowledge that they have not relied on any promise, representation or warranty, whether express or implied, not contained in this agreement.

NO PRIOR ASSIGNMENTS

37. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

CLASS SIGNATORIES

38. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

COUNTERPARTS

39. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Date: January 30, 2023


Individually,

DocuSigned by:


F07F1B07088D47E
PLAINTIFF CHRIS CARLSON

Date: January 30, 2023

As Class Counsel,


ADAM J. BERGER, WSBA #20714

Date: ~~January __, 2023~~ February 3, 2023

On behalf of The Home Depot Defendants,


Peter J. Muniz

Dated: January __, 2023

As Defense Counsel,

LAURENCE A. SHAPERO, WSBA #31301

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IN WITNESS WHEREOF, the undersigned have duly executed this Settlement Agreement as of the date indicated below:

Date: January 30, 2023

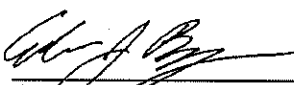
Individually,

DocuSigned by:

F07F1B0D7088D47E
PLAINTIFF CHRIS CARLSON

Date: January 30, 2023

As Class Counsel,


ADAM J. BERGER, WSBA #20714

Date: ~~January~~ February 3, 2023

On behalf of The Home Depot Defendants,


Peter J. Muniz


Dated: January 3, 2023

As Defense Counsel,


LAURENCE A. SHAPERO, WSBA #31301

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