

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Julie Dalton, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

Home Depot U.S.A. d/b/a Home Depot,

Defendant.

Civil Case No.: 23-cv-02126(DWF/DLM)

**DECLARATION OF PATRICK W. MICHENFELDER IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL AND
NOTICE OF PROPOSED SETTLEMENT TO THE CLASS**

I, Patrick W. Michenfelder, Esq., declare under penalty of perjury that the following facts are true and correct to the best of my information and belief:

1. I am a partner at Thronset Michenfelder, LLC. Prior to joining my present firm I was a partner at two other law firms.
2. I have been engaged in the practice of civil litigation continuously since first becoming a member of the Minnesota State Bar in November of 1993.
3. Over my more than three decades as a civil litigator, I have represented businesses ranging from start-ups to over a billion dollars in revenue in a wide range of commercial disputes. I have also recovered multiple millions of dollars representing individuals injured as a result of the negligence of others. Since approximately January of 2016, my practice has been exclusively focused on representing individuals in ADA Title

III cases including class actions, environmental citizen suits, and serious personal injury matters.

4. A recent search of Law360's data base indicates I have appeared as counsel in over 130 Federal Court civil cases in Federal District Courts around the country, including over 40 class actions. I have also appeared in scores of civil cases litigated in state court. I was recently appointed as lead attorney for the class in the ADA Title III litigation in this district. See *Dalton, et. al. v. Dollar Tree Stores*, 23-CV-00368 (KMM/LIB) (Preliminary Approval Order, ECF 37) (D. Minn. May 30, 2024) and (Final Class Certification and Settlement Approval Order, ECF 50) (D. Minn. Feb. 3, 2025) (the Dollar Tree Case).

5. I have successfully tried in excess of 35 matters to conclusion as lead counsel including jury trials, bench trials, and arbitrations.

6. I have also had significant success doing appellate work, including a victory in the Minnesota Supreme Court in *Miller v. Lankow*, 801 N.W.2d 120 (Minn. 2011), a leading case on the issue of spoliation which has been cited by the Eighth Circuit, numerous Minnesota Courts, North Dakota Federal Court, the Tennessee Court of Appeals, and the Texas Court of Appeals. I was also substantially involved as one of the lead attorneys that successfully represented the Plaintiff and putative class in the Minnesota Supreme Court in *Timothy Hall, Jr. et. al. v. State of Minnesota et. al.*, A16-0874 (Minn. 2018). I also successfully represented the Plaintiff in *Justice v. Marvel, LLC.*, 965 N.W.2d 335 (Minn. 2021), a case that I am particularly proud of because, after losing in both the trial court and the Court of Appeals, the Minnesota Supreme Court ruled that a waiver a child's mother

had executed did not bar the minor's personal injury claim for a brain injury the child suffered when he fell from an amusement inflatable onto a floor that was covered with nothing more than commercial grade carpet.

7. My work in the *Justice v. Marvel* matter resulted in me and my co-counsel on the case each being named Minnesota Attorneys of the Year by Minnesota Lawyer Magazine in 2022. Other honors I have received in my career include being selected in 2014 as a National Trial Lawyers Top 100 Trial Lawyer by the National Trial Lawyers, an invitation-only organization composed of the premier trial lawyers from each state. Selection into the National Trial Lawyers Top 100 is based on a multi-phase process which includes peer nominations combined with third-party research. In 2016, I was recognized as one of the 10 Best Attorneys by the American Institute of Personal Injury Attorneys. In 2017 I achieved "Lead Counsel Certification in Civil Litigation" a certification that is based on peer reviews and experience. In 2018, I was recognized as a Top Ten Attorney by Attorney and Practice Magazine. In 2019, I was recognized as a top twenty-five class brain injury lawyer by the National Trial Lawyers. Also in 2019, I was recognized as a "Best of the Best Attorney's" in the area of personal injury law. In 2020, I was recognized as one of the top twenty-five class action trial lawyers by the National Trial Lawyers. In 2023, I was honored to be recognized in Marquis Who's Who.

8. I have successfully represented Plaintiffs in hundreds of ADA Title III cases, many of which were commenced as class actions. I have worked together with leading practitioners in this area of the law and devoted numerous hours to gain the knowledge and expertise necessary to be able to effectively and efficiently manage the risk in taking on

ADA Title III enforcement actions on a contingent basis. To my knowledge, there is no other law firm in Minnesota that represents Plaintiffs in ADA Title III actions.

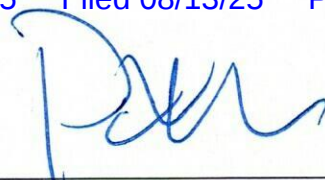
9. I am the current chair of the Minnesota 18th District Fee Arbitration Board.

10. I received my B.A. from the University of Minnesota in 1998, where I was a Mayo Medical Center four-year academic scholarship recipient and earned repeated Dean's list honors. I went on to earn my J.D. from Lewis and Clark Law School in 1992, a school I chose to attend because of its consistent rank as the nation's best environmental law school. While in law school, I worked for the Northwest Environmental Defense Center and was also chosen to serve as a summer law clerk for Judge Diana Murphy of the Federal United States District Court, District of Minnesota, who served as a reference for me.

11. I and my firm did substantial work identifying and investigating the potential claims at issue here, which included engaging a Minnesota State Certified Access Specialist to substantiate the issues involved. I spent significant time negotiating a remarkably favorable settlement for the class and I and my firm are fully committed to this matter devoting the necessary time and resources to it.

12. Attached as Exhibit A hereto is a copy of the proposed Settlement Agreement that is the subject of the instant motion.

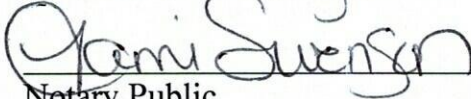
Dated: August 13, 2025



Patrick W. Michenfelder

Sworn to and subscribed before me

this 13th day of August 2025



Notary Public

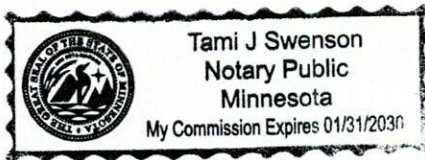


EXHIBIT A TO MICHENFELDER DECLARATION IN SUPPORT OF
PRELIMINARY APPROVAL

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (the “Agreement”) is entered into between Julie Dalton (“Dalton” or “Plaintiff”), individually and on behalf of herself and a class of persons similarly situated (hereinafter referred to as the “Class” and defined below), on the one hand, and Home Depot U.S.A., Inc. (“Defendant” or “Home Depot”), on the other hand. Plaintiff (individually and on behalf of the Class) and Defendant are collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Plaintiff filed a putative class action complaint in the United States District Court for the District of Minnesota, Civil Action 23-CV-2126 (DWF/DLM) on October, 20, 2023, in which she alleged that Defendant violated Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 to 121890 (“the ADA”) and its implementing regulations by failing to ensure that Defendant’s payment terminals¹ provide private, safe, independent, and full and equal access to persons who are blind or who have low-vision within the meaning of the ADA (“the Action”);

WHEREAS, Defendant denied and continues to deny liability relating to the claims described in the Action;

WHEREAS, without admitting any allegations or any liability relating to the claims set forth in the Action, Defendant has communicated information sufficient to satisfy Plaintiff and the Settlement Class (as defined below) that Defendant takes its responsibilities under the ADA very seriously; recognizes the importance of continued attention to and keeping pace with accessible electronic and information technology; and will address the allegations in the Action as described herein; and

WHEREAS, to avoid the cost, expense, and risk of litigation and for the purpose of effecting a settlement, Plaintiff, individually and on behalf of the Class, and Defendant have reached an agreement on the terms of a proposed class settlement;

The Parties therefore now wish to effect a complete resolution and settlement of all claims and controversies relating to the allegations of Plaintiff and the Class, and to resolve their differences and disputes by settling the Action. For purposes of this Agreement only, Defendant does not object to the definition of the Class (as defined

¹ Plaintiff’s putative class action complaint refers to Defendant’s payment terminals as “POS terminals.” The term “payment terminals” more accurately describes the technology at issue in this case, however, and will be used throughout this Agreement for clarity and specificity.

below), to Plaintiff Julie Dalton serving as Class Representative, and to Thronset Michenfelder, LLC (“Class Counsel”) serving as counsel to the Class. Plaintiff and Class Counsel acknowledge that they desire to settle on the terms and provisions in this Agreement and believe it is fair, reasonable, and adequate and in the best interests of Plaintiff and the Class.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the Parties acknowledge, Plaintiff, on behalf of the Settlement Class, and Defendant agree to the following terms of settlement:

1. **Incorporation of Recitals.** Plaintiff and Defendant hereby incorporate all of the recitals set forth above into this Agreement.

2. **Settlement Class Definition.** The “Settlement Class” means all blind or visually impaired individuals or other individuals in the United States with disabilities as defined by the Americans with Disabilities Act who use or require the use of audio readouts of on-screen prompts and tactile keypads associated with payment terminals (or comparable technologies that allow the individuals to interact with payment terminals), and who have or allege they have been, or in the future will be, denied the full and equal enjoyment of Defendant’s payment terminals’ cash back feature at stores owned or operated by Defendant in the United States because such persons encounter(ed) a payment terminal without an audio readout and tactile keypad to obtain cash back at Defendant’s stores.

3. **Class Representative Definition.** “Class Representative” means Plaintiff Julie Dalton.

4. **Conditions Precedent of this Agreement Becoming Effective.** This Agreement is conditioned upon, and will be effective only upon the occurrence of, all the following events described below (the “Effective Date”):

- a. **Unopposed Motion Approved.** The Plaintiff files an unopposed motion for an order granting certification of the Settlement Class and preliminary approval of this Agreement, and the Court has entered an order granting certification of the Settlement Class and preliminary approval of this Agreement.
- b. **Notice.** Upon preliminary approval of this Agreement and approval of the proposed Notice to the Class (“Notice”) and the procedures for providing Notice, Notice has been provided to the Class in accordance with such procedures. The form of the proposed Notice is attached hereto as Exhibit A.

c. **Fairness Hearing.** A fairness hearing has been held in accordance with Federal Rule of Civil Procedure 23(e)(2).

d. **Final Approval.** The Court grants final approval of this Agreement, certifies the Settlement Class, enters judgment in accordance with the terms of this Agreement, and all opportunity for further review or appeals have expired or been exhausted. The judgment will resolve all issues that were raised or could have been raised in this proceeding for Plaintiff, Plaintiff's Counsel, and the Settlement Class.

5. **Payment Terminal Technology and Training.**

Defendant shall, at such time as it is commercially reasonable to do so, but in no event later than within four (4) years of the Effective Date ("Term of this Agreement"):

a. Update or replace the software associated with at least one (1) payment terminal in each Home Depot store located in the United States with a cash-back feature to enable a user to hear an audio readout of on-screen prompts associated with the cash-back feature of Home Depot's payment terminals and to provide use of a tactile keypad, other tactile feedback option, or other ADA compliant option for cash-back transactions; and

b. Provide training to its store managers as to this updated payment terminal software.

6. **Reporting.** Defendant shall report to Plaintiff's counsel, upon written request, when the actions set forth in paragraph 5 above have been fully implemented.

7. **Plaintiff's Attorney's Fees and Costs.** Defendant shall pay a total of Sixty-Five Thousand Dollars (\$65,000) to reimburse Plaintiff for reasonable attorney's fees and costs incurred to date in connection with this matter and for future monitoring attorney fees and costs ("Settlement Payment"). Defendant shall make this Settlement Payment to "Thronset Michenfelder LLC" within 30 days of the Effective Date, provided that Class Counsel has provided Defendant with a W-9.

8. **Force Majeure.** Any obligation of the Defendant set forth in this Agreement may be postponed if the postponement is caused by a force majeure (that is, due to acts of God, war, government regulations, terrorism, disaster (including power outages), strikes, civil disorder, recession, government declared fiscal emergency, pandemic, or other emergency beyond Defendant's control that makes it illegal or impossible for the Defendant to perform any such obligation ("Force Majeure")).

9. Claims Released by Plaintiff and the Settlement Class.

9.1. Release of Claims for Injunctive Relief by Dalton and Class Members.

9.1.1. Effective on the date of Final Approval, Dalton and the Class Members and each of their executors, successors, heirs, assigns, administrators, agents, and representatives (the “Injunctive Releasing Parties”), in consideration of the relief set forth herein, fully and finally release Defendant and its present and former parents, affiliates, subsidiaries, agents, successors, assigns, and former and current shareholders, officers, directors, employees, attorneys, and insurers from the Released Injunctive Claims as defined below.

9.1.2. The “Released Injunctive Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action for injunctive or declaratory relief relating to the subject matter of the Lawsuit that arose before, or that may arise during, the Term of this Agreement, including, but not limited to, any claims relating to the cash-back feature of Defendant’s point-of-sale/payment terminals, pinpads, or cash-back related software or systems that were brought, or could have been brought, within the statute of limitations of this Lawsuit. The “Released Injunctive Claims” also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for injunctive or declaratory relief based on conduct that occurs and/or occurred from the filing of the Lawsuit, between the filing of the Lawsuit and Final Approval of this Agreement, and from Final Approval of this Agreement through the end of the Term of this Agreement, to the extent that such claims arise out of or relate to actions, omissions, or conduct that are being addressed under the terms of this Agreement. This release does not apply to any claims for monetary damages.

9.2. Release of Claims for Damages by Dalton.

9.2.1. Effective on the date of the Final Approval, Dalton and each of her executors, successors, heirs, assigns, administrators, agents, and representatives, in consideration of the relief set forth herein, fully and finally release Defendant and its present and former parents, affiliates, subsidiaries, agents, successors, assigns, and former and current shareholders, officers, directors, employees, attorneys, and insurers from the Released Damages Claims as defined below.

9.2.2. The “Released Damages Claims” are any and all claims, rights, demands, charges, complaints, actions, suits, causes of action, and liabilities of any kind of damages relating to the subject matter of the Lawsuit that arose before, or that may arise during, the Term of this Agreement, including, but not limited to, any claims relating to the cash-back feature of Defendant’s point-of-sale/payment terminals, pinpads, or cash-back related software or systems, that were brought, or could have been brought, within the statute of limitations of this Lawsuit. The “Released Damages Claims” also include all claims, rights, demands, charges, complaints, actions, suits, causes of action, or liabilities of any kind for damages based on conduct that occurs and/or occurred from the filing of the Lawsuit, between the filing of the Lawsuit and Final Approval of this Agreement, and from Final Approval of this Agreement through the end of the Term of this Agreement, to the extent that such claims arise out of or relate to actions, omissions, or conduct that are being addressed under the terms of this Agreement.

10. Other Claims. Plaintiff, on behalf of the Settlement Class, hereby certifies that, to the best of her knowledge, (a) she does not have knowledge of any current alleged ADA violations, or any other alleged violation of federal, state or local laws, at Defendant’s facilities other than those that will be remedied by the terms of this Agreement and (b) that she has commenced no other legal action against Defendant or any of its affiliates nor filed a claim with their insurers or third party administrators as of the date of her execution of this Agreement. Thronset Michenfelder, LLC also represents that, to the best of its knowledge, it does not currently represent, does not currently intend to represent, and is not aware of any non-parties or other individuals who intend to assert claims, against Defendant, arising from or relating to payment terminals, point-of-sale terminals, pinpads, or POS/payment terminal software or systems, whether individually or as a putative class representative.

11. Notice and Cure. If in the future Plaintiff, either individually or on behalf of the Settlement Class, or if in the future any other member(s) of the Settlement Class, claims that Defendant or any of its affiliates failed to comply with the ADA or any other federal or state law, regulation or standard (“Disability Access Laws”) relating to the cash-back feature of any point-of-sale/payment terminals, pinpads, or cash-back related software or systems at any property operated, leased, owned, or otherwise controlled by Defendant or any of its affiliates in any manner, Plaintiff or such other Settlement Class member(s) shall provide written notice detailing the alleged violation to Defendant’s counsel, King & Spalding, LLP, 1180 Peachtree St. NE, Ste. 1600, Atlanta, Georgia 30309. The written notice shall identify each specific feature that allegedly violates the Disability Access Laws. Furthermore, the written notice shall identify the (i) the person who encountered

the feature, (ii) the address/location of each alleged feature; (iii) the feature(s) encountered, (iv) the date of the encounter, and (v) the reason the feature(s) allegedly violate(s) the Disability Access Laws. Upon such notice, Defendant or its affiliate shall have six months from the date the notice is given to cure the alleged violation before Plaintiff or such other Settlement Class member(s) files any action related to any such violation and, if the violation is cured, then Plaintiff or such other Settlement Class member(s) shall file no action. The parties further acknowledge, agree and understand that, notwithstanding the foregoing, Plaintiff or such other Settlement Class member(s) shall not be entitled to file any action in the event Defendant's failure to remedy the alleged violation(s) is due to a Force Majeure, impossibility, or other cause not reasonably within Defendant's control. The obligations set forth in this paragraph shall expire five (5) years from the end of the Term of this Agreement.

12. Defendant's Release. Defendant, on behalf of itself, its past and current agents, representatives, successors and/or assigns, hereby waives any and all claims against Plaintiff and her heirs, attorneys and other representatives for any and all actions taken related to the Action.

13. Media. The Parties mutually agree that neither they nor their counsel will issue any press release or affirmatively contact/reach out to the media regarding the Settlement and/or the Action. The Parties mutually agree that, aside from confirming the fact of the Settlement, neither they nor their counsel will make any statement on their personal and/or firm websites regarding the Settlement and/or Action.

14. Non-Disparagement. Neither the Plaintiff nor the Defendant's officers or directors shall disparage the other and each shall remove disparaging communications made or transmitted on the internet or social media sites regarding the other, if any.

15. No Admission of Liability. Neither this Agreement nor any payment pursuant to the Agreement shall constitute or be construed as a finding, admission, or acknowledgement of any liability, fault, or fact.

16. Signatures/Counterparts. Electronic signatures of the Plaintiff and Defendant on this Agreement shall be deemed binding, and this Agreement may be executed in counterparts, each of which shall be deemed an original and one and the same agreement.

17. Construction. The language in all parts of this Agreement shall be construed according to its plain and ordinary meaning, except as to those terms defined in the ADA.

18. Negotiated Agreement. The Parties have negotiated this Agreement and agree that it shall not be construed against the party preparing it, but shall be construed

as if the Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one party.

19. **Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter of the Agreement.

20. **Modification of the Agreement.** This Agreement, and any provisions herein, may not be amended unless by a written instrument signed by the Parties.

21. **Severability.** If a court of competent jurisdiction decides that any part of this Agreement is invalid or cannot be enforced, such part will be deleted or, if possible, modified so that it is enforceable, and the other parts of this Agreement will remain in effect.

22. **Parties Represented by Counsel.** Each party has been represented by counsel in the negotiations leading up to the resolution of this matter.

23. **Voluntary Act.** Each party has signed this Agreement as a free and voluntary act.

24. **Costs and Fees/Enforcement.** Each Party shall bear its own respective costs and fees, including attorneys' fees, except for the Settlement Payment. Notwithstanding the foregoing, however, the prevailing party shall be entitled to recover reasonable attorney's fees and costs associated with any effort to enforce this Agreement.

25. **Non-Assignment of Claims.** Each Party represents and warrants that she/it has not assigned any of the claims released in this Agreement.

26. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Minnesota.

Julie Dalton, Plaintiff

Date

Home Depot U.S.A., Inc. Defendant

By: _____

Date

Its: _____

As to paragraph 10:

Thronset Michenfelder Law Office LLC

By: _____

Print name _____

Date

Its: _____

EXHIBIT A – PROPOSED NOTICE TO THE CLASS

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Julie Dalton, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

Home Depot U.S.A. d/b/a Home Depot,

Defendant.

Civil Case No.: 23-cv-02126(DWF/DLM)

**[PROPOSED] NOTICE TO CLASS TO BE POSTED ON THE SETTLEMENT
WEBSITE**

This notice is to inform you about a proposed settlement that would resolve the class action lawsuit *Julie Dalton, individually and on behalf of all others similarly situated, v. Home Depot U.S.A. d/b/a Home Depot*, Civil Case No.: 23-cv-02126 (DWF/KLM) (D. Minn.) (“the Class Action Lawsuit”). Home Depot is referred to as “Defendant” and Ms. Dalton is referred to as “Plaintiff.”

The Class Action Lawsuit alleged that Defendant violated Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 to 121890 (“the ADA”) and its implementing regulations by failing to ensure that Defendant’s payment terminals provide private, safe, independent, and full and equal access to persons who are blind or who have low-vision within the meaning of the ADA.

Defendant denied and continues to deny liability relating to the claims described in the Action, but Defendant takes its responsibilities under the ADA seriously; recognizes the importance of continued attention to and keeping pace with accessible electronic and information technology, and has agreed to take the steps described below to effect a complete resolution and settlement of all claims and controversies relating to the allegations of Plaintiff and the Class in this case.

The settlement, which must be approved by the Court, would resolve the Class Action Lawsuit.

You have the right to object to the settlement; provided you do so by _____, 2025.

The Court will hold a final hearing to determine whether to approve the settlement on _____, 2025.

WHO ARE THE MEMBERS OF THE CLASS?

The Settlement Class means all blind or visually impaired individuals or other individuals in the United States with disabilities as defined by the Americans with Disabilities Act who use or require the use of audio readouts of on-screen prompts and tactile keypads associated with payment terminals (or comparable technologies that allow the individuals to interact with payment terminals), and who have or allege they have been, or in the future will be, denied the full and equal enjoyment of Defendant's payment terminals' cash back feature at stores owned or operated by Defendant in the United States because such persons encounter(ed) a payment terminal without an audio readout and tactile keypad to obtain cash back at Defendant's stores (the "Class").

If you are a member of the Class, your legal rights will be affected, so it is important for you to receive and understand all of the information provided in this Website.

WHAT IS THIS CLASS-ACTION LAWSUIT ABOUT?

In a class action lawsuit, one or more people sue on behalf of themselves and others who have similar claims. The person or persons who sue are called the class representative(s). All of the people who have similar claims are part of the class. Other than the named representative(s), the individual class members do not file lawsuits. Instead, the Court resolves all of the class member's claims at once.

In this case, Plaintiff and the members of the class are blind and visually impaired individuals who rely upon auxiliary aids and services such as screen reading software and speech-enabled accessible information and communications technology that makes visually delivered materials available to individuals who are blind or have low vision.

Defendant offers its customers who are checking out the option to use a point-of-sale ("POS") terminal to pay for their purchases and an opportunity to receive cash-back at the time of their purchase. The "cash-back" feature typically presents itself as an option when a customer uses a debit card to complete a transaction at a POS terminal. As the customer inserts their debit card into the POS terminal, a series of prompts will display information and options to the customer. One option is to receive a specified amount of physical currency, the total of which is charged to the debit card in addition to the cost of the sale. An employee will then hand the requested cash to the customer.

Plaintiff alleges that the cash-back feature of Defendant's POS terminals, as presently designed and employed, cannot be operated by individuals with visual disabilities safely, privately, independently, fully and equally because Defendant's POS terminals fail to provide audio output sufficient to indicate that there is a cash-back feature and related options, even though this information appears visually on the screen. The POS terminals also fail to announce the amounts of money that can be selected for cash-back. And the POS terminals also do not announce the amount of money actually dispensed when a customer uses the cash-back feature, even though this information also appears visually on the screen.

Plaintiff claims that she and other customers with visual disabilities are therefore deprived of the freedom to use the POS terminals safely, privately, independently, fully and equally, as Defendant's sighted customers can. The only option for Plaintiff and other customers with visual disabilities to use the cash-back feature is to ask an employee or other sighted third-party to complete the cash-back transaction.

Plaintiff brought this case seeking to obtain a court order requiring Defendant to update or replace all such POS terminals so that they are safely, privately, independently, fully and equally accessible to blind or other vision-impaired individuals. Plaintiff also sought an award of attorney's fees, including monitoring fees, and costs.

Defendant denies that its POS terminals violate the ADA but has agreed to take the steps described below to resolve all claims relating to the allegations in the Class Action Lawsuit.

WHO DOES THIS SETTLEMENT AFFECT?

The "Settlement Class" means all blind or visually impaired individuals or other individuals in the United States with disabilities as defined by the Americans with Disabilities Act who use or require the use of audio readouts of on-screen prompts and tactile keypads associated with use of payment terminals (or comparable technologies that allow the individuals to interact with payment terminals), and who have or allege they have been, or in the future will be, denied the full and equal enjoyment of Defendant's payment terminals' cash back feature at stores owned or operated by Defendant in the United States because such persons encounter(ed) a payment terminal without an audio readout and tactile keypad to obtain cash back at Defendant's stores (the "Class").

WHAT DOES THE SETTLEMENT PROVIDE FOR THE CLASS?

Under the terms of the settlement, Defendant has agreed that it shall, at such time as it is commercially reasonable to do so, but in no event later than within four (4) years of the Effective Date:

1. Update or replace the software associated with at least one (1) payment terminal in each Home Depot store located in the United States with a cash-back feature to enable a user to hear an audio readout of on-screen prompts associated with the cash-back feature of Defendant's payment terminals and corresponding use of a tactile keypad, other tactile feedback option, or other ADA compliant option for cash-back transactions;
2. Defendant will provide training to its store managers as to this updated payment terminal software; and
3. Pay the attorney's fees and costs of the attorneys representing the Plaintiff and the Class (Thronset and Michenfelder, LLC) fees and costs in the amount of \$65,000, \$1000 of which shall be paid to Plaintiff as an incentive award; provided the Court approves of these payments. The Court must approve these payments even though the parties have agreed on them. A motion for approval of these payments will be made and will be made available once it has been filed with the Court.

DOES THE SETTLEMENT AFFECT MY LEGAL RIGHTS?

Yes. If the settlement is approved, all members of the class will be bound by the terms of the settlement.

CAN I OBJECT TO THE SETTLEMENT?

You have the right to object to the settlement. Any Settlement Class Member who wishes to object to the Settlement, Service Awards, and/or the Attorneys' Fees and Expenses, or to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a Final Approval Order and Judgment should not be entered thereon, or why the Service Awards and/or the Attorneys' Fees and Expenses should not be granted, may do so, but must proceed as set forth in this paragraph. No Settlement Class Member will be heard on such matters unless they have filed in this Action the objection, together with any briefs, papers, statements, or other materials the Settlement Class Member wishes the Court to consider, at least ten (10) days prior to the Final Approval Hearing. Any objection must include: (i) the case name and number of the Action; (ii) the name, address, and telephone number of the objecting Settlement Class Member, and if represented by counsel, of his/her counsel; (iii) a statement of the specific grounds for the objection, including any factual or legal basis for the objection; and (iv) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel. In addition to the foregoing requirements, if an objecting Settlement Class Member intends to speak at the Final Approval Hearing (whether pro se or through an attorney), the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final

Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing. Any Settlement Class Member who fails to object to the Settlement in the manner described in the Settlement Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or any other means. With leave of Court for good cause shown, the Parties may take discovery of an objector or an objector's counsel. Any Settlement Class Member who objects to the Settlement shall be entitled to all of the benefits of the Settlement if the Settlement is Finally Approved, as long as the objecting Settlement Class Member complies with all requirements of the Settlement Agreement applicable to the Settlement Class Member.

DO I HAVE A LAWYER REPRESENTING MY INTERESTS IN THIS CASE?

Yes, the Court has appointed Patrick W. Michenfelder, Esq. of the firm Thronset and Michenfelder, LLC as the lead attorney to represent the class members. It is therefore not necessary for you to hire a lawyer. You do not need to pay the lead attorney as the settlement provides that the lead attorney will be paid by the Defendant, and only in such amount as is approved by the Court.

HOW WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will consider the entire Court File related to this case and hold a hearing to decide whether to approve the settlement on _____. In reaching its decision, the Court will consider whether the settlement is fair, reasonable, and adequate. You are not required to attend the hearing.

HOW CAN I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This notice summarizes the settlement accurately. For the precise terms and conditions of the settlement agreement, please see the settlement agreement at the link below.

You may also access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/find-case/search-specific-court> or by visiting the Clerk of Court for the United States District Court for the District of Minnesota, 300 South Fourth Street, Minneapolis, MN, 55415 8:00AM - 4:30PM Monday – Friday, excluding Court holidays.

Please do not contact the Court, the Court Clerk's office, Home Depot or Home Depot's counsel with questions about this settlement. Any questions must be directed to the lead attorney for the class:

Patrick W. Michenfelder, Esq.
THRONSET MICHENFELDER, LLC
80 South 8th Street, Suite 900
Minneapolis, MN 55402
Tel: (763) 515-6110
Fax: (763) 226-2515
pat@thronsetlaw.com