

**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 **January 2, 2026**.

The Court will hold a final hearing to determine whether to approve the settlement on **January 14, 2026**.

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 **January 14, 2026 at 10:30 a.m. Central** (the "fairness hearing") at the United States District Court for the District of Minnesota, 316 N. Robert Street, Courtroom 7C, 7th Floor, Warren E. Burger Federal Building, St. Paul, MN 55101. 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:

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