

CONCILIATION AGREEMENT

Between

**THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
HOME DEPOT U.S.A., INC.
2707 SOUTH TOWNE AVENUE
POMONA, CA 91766**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of Home Depot U.S.A., Inc.'s establishment located at 2707 South Towne Avenue, Pomona, California ("Home Depot store 6645") on December 23, 2010 and found that Home Depot was not in compliance with Executive Order 11246, as amended ("E.O. 11246"); and implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Home Depot of the initial violations found and the corrective actions required in a Notice of Violations ("NOV") issued on March 6, 2012. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Home Depot enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Home Depot's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in more detail in Part III below or the NOV. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement, or to correct and obtain relief for the alleged violations described in Part III if Home Depot violates Parts III and IV of the Agreement.
2. This Agreement does not constitute an admission by Home Depot of any violation of E.O. 11246, or other laws, nor has there been an adjudicated finding that Home Depot violated any laws.
3. Home Depot agrees that OFCCP may review its compliance with this Agreement, as outlined in Part IV of this Agreement.
4. Home Depot has notified OFCCP that it currently has no single federal contract of \$50,000 or more and asserts that going forward it is exempt from the written affirmative action program ("AAP") requirements of E.O. 11246. To the extent Home Depot remains covered under the E.O. 11246, nothing in this agreement relieves Home Depot of its obligation to fully comply with the requirements of E.O. 11246, as amended, its implementing regulations, or any other equal employment statutes under which Home Depot is covered.

5. Home Depot promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding related to the enforcement of this Agreement.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the "Effective Date"), unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
10. This Agreement will expire sixty (60) days after Home Depot submits the report(s) required in Part IV below, unless OFCCP notifies Home Depot in writing prior to the expiration date that Home Depot has not fulfilled all of its obligations under Parts III and IV of the Agreement; or unless OFCCP notifies Home Depot in writing prior to the expiration date that a supplemental report under Part IV.1 is necessary to account for any monetary distributions that were sent to newly located class members in connection with a second mailing pursuant to Part III.3.a; in which case, the Agreement is automatically extended until the date that OFCCP determines Home Depot has met all of its obligations under the Agreement.
11. If Home Depot violates this Conciliation Agreement,
 - (a) The procedures set forth at 41 C.F.R. Section 60-1.34 will govern:
 - (b) If OFCCP believes that Home Depot violated any term of the Agreement while it was in effect, OFCCP will send Home Depot a written notice stating the alleged violations and summarizing any supporting evidence.
 - (c) Home Depot will have fifteen (15) calendar days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - (d) If Home Depot is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- (e) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- (f) Home Depot may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. Failure To Provide Equal Employment Opportunity

(a) Statement Of Violation

During the period from October 1, 2008 through September 30, 2010, Home Depot store 6645 failed to provide equal employment opportunity for females in its initial selections into Sales Associate positions based on gender, in violation of 41 C.F.R. Section 60-1.4(a)(1) and 41 C.F.R. Section 60-20.5.

(b) OFCCP's Specific Findings

During the period from October 1, 2008 through September 30, 2010, Home Depot store 6645 considered ^{(b) (7)(E)} applicants including ^{(b) (7)} females and ^{(b) (7)} males for the Cashier and Sales Associate job titles. From this pool, Home Depot store 6645 selected ^{(b) (7)} males and ^{(b) (7)(E)} females for the Sales Associate position. The difference in selection rates is statistically significant at more than 2 standard deviations. As of July 7, 2011, the incumbents within the Cashier job title consisted of ^{(b) (7)(E)} females and ^{(b) (7)(E)} male, while the incumbents in the Sales Associate job title included ^{(b) (7)(E)} males and ^{(b) (7)(E)} females.

Examination of personnel records, employment applications, interviews of managers, employees and the rejected applicants gathered during the above review period show that the female applicants or employees were as qualified or better qualified than some of the male applicants or employees who were selected for the Sales Associate position during the same time period.

2. Remedy

Home Depot agrees to provide "make-whole relief" to the identified individuals listed in Attachment A (the "Impacted List") as follows:

- (a) Back pay of \$74,119.86 plus interest of \$9,289.16 for those on the Impacted List;
- (b) Hiring or promotion of five (5) females on the Impacted List from Cashier into Sales Associate position. Home Depot has been given full credit towards this hiring obligation for its subsequent selection or promotion of individuals on the Impacted List into Sales Associate positions or positions senior to Sales Associate. The Class Members on the Impacted List who Home Depot has selected or hired into the Sales Associate position in satisfaction of the requirement of this paragraph shall receive retroactive company service credit back to the date of their original

application for a Cashier or Sales Associate position, to the extent they remain employed as of the Effective Date of this Agreement.

- (c) Training related to equal employment opportunity to supervisory and management employees at Home Depot store 6645 involved in the selection process.

3. Back-Pay

- (a) **Notice.** Within 30 calendar days after the Effective Date, Home Depot must notify the Class Members ("CMs") in Attachment 1 of the terms of this Agreement by overnight mail¹ to each CM the following: (1) a Notice (Attachment 2a or 2b, "Notice"), (2) an Information Verification Form (Attachment 3, "Interest Form"), (3) a Release of Claims (Attachment 4 "Release"), (4) an IRS Form W-9, and (5) a postage paid return envelope. CMs must return the completed Interest Form, IRS Form W-9, and Release to Home Depot within 30 days of the postmarked date of the Notice or, as applicable, the second Notice referenced below.

Within 15 calendar days after the initial 30-day response period referenced above expires, Home Depot will notify OFCCP of any CMs who have not responded. OFCCP will have an additional 15 days from the receipt of such notice to find the missing CMs and to provide contact information to Home Depot of those CMs it was able to find. Within 15 calendar days of receipt of OFCCP's list, Home Depot will notify the newly located CMs and provide to each (in the manner referenced above) a Notice, Interest Form, Release, IRS Form W-9, and postage paid return envelope. Each newly located CM will have 30 days after the postmarked date of the second notification letter to respond.

- (b) **Eligibility.** All CMs who sign and return the completed Interest Form, IRS Form W-9, and Release to Home Depot before the final response deadline for any CM ("Eligible CMs") will receive a share of the monetary settlement. Any CMs whom Home Depot and OFCCP are unable to locate or who fail to respond before the final response deadline will be excluded from the class.

Within 15 calendar days after the final response deadline (*i.e.*, after the time to respond to the second notification letter expired), Home Depot will provide OFCCP with a list of the Eligible CMs. Within five days after receiving the list, OFCCP will approve the final list of Eligible CMs, or discuss with Home Depot any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- (c) **Monetary Settlement.** Home Depot agrees to distribute \$71,022.21 (\$63,112.50 back pay + \$7,909.71 interest) for non-hired CMs and \$12,386.81 (\$11,007.36 back pay + \$1,379.45 interest) for CMs hired as cashiers, less legal deductions

¹ The parties recognize that "overnight mail" or "mail" can be accomplished through the United States Postal Service or through a private carrier, such as the United Parcel Service, that tracks the delivery of mailings.

required by law from back pay only (such as federal, state and/or local taxes and the Eligible CMs share of FICA taxes), in equal shares among all Eligible CMs on the final approved list. Such payment will constitute full and final settlement of all financial claims related to this violation. Home Depot will pay the IRS the employer's share of social security withholdings, and will mail each Eligible CM an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. Home Depot will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible CMs.

Within 15 calendar days of Home Depot's receipt of a check to an Eligible CM returned as undeliverable, Home Depot will notify OFCCP of this fact via e-mail sent to Hector Sanchez (sanchez.hector@dol.gov) and Jane Suhr (suhr.jane@dol.gov). OFCCP will attempt to locate the Eligible CM and if OFCCP obtains an alternate address, Home Depot will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible CM will be void. With respect to any uncashed funds, Home Depot will make a second distribution to all Eligible CMs who cashed their first check, provided that if the total amount of uncashed funds would result in a payment of less than \$20.00 to each Eligible CM who cashed the first disbursement check, Home Depot will use those uncashed funds to provide training in equal employment opportunity to its personnel.

4. Failure To Maintain Personnel And Employment Records

(a) Statement Of Violation

Home Depot store 6645 failed to collect and maintain personnel and employment records in accordance with the requirements of 41 C.F.R. Section 60-1.12(a) and 41 C.F.R. Section 60-3.

(b) OFCCP's Specific Findings

Home Depot store 6645 failed to maintain interview score guides for all applicants who were interviewed during the review period of October 1, 2008, through September 30, 2010.

(c) Remedy

Home Depot store 6645 has agreed to collect and maintain personnel and employment records.

5. Contingent Affirmative Action Program Requirements

If within sixteen months of the Effective Date Home Depot must develop an affirmative action program pursuant to the timing requirements in 41 C.F.R. section 60-2.1(c) (i.e.,

“when affirmative action programs must be developed”), it will notify the Regional Director of the Pacific Region of same within 15 calendar days. Within 120 days thereafter, Home Depot store 6645 will conduct a comprehensive evaluation of its hiring policies, procedures and practices, as well as the implementation, training and monitoring of those policies, procedures and practices relating to its hiring in the Sales Associate position to include the following:

- (a) A review of its hiring procedures including, but not limited to, recruitment, screening, interviewing, selection, rejection and hiring to ensure compliance with Executive Order 11246, as amended;
- (b) The use of objective qualifications and criteria in the application of the hiring personnel’s subjective selection and/or rejection of applicants at each step of the hiring process, including the qualifications and criteria used in any applicant screen, interview, test, post-hire screen or other selection procedure;
- (c) Ensuring that all applicants are considered through a uniform process;
- (d) Ensuring that all qualified applicants for the sales associate and cashier positions are given equal consideration without regard to gender;
- (e) A review of its total employment process to determine whether and where impediments to equal employment opportunity exist;
- (f) The performance of disparity analyses, at least annually, to oversee and monitor its selection process and placement results;
- (g) The creation of appropriate and consistent disciplinary policies, where necessary, to hold managers accountable for failing to take appropriate action and/or for engaging in conduct prohibited under Executive Order 11246, as amended.

PART IV. REPORT(S) REQUIRED

Home Depot store 6645 must submit the report(s) described below to: Hector M. Sanchez, District Director of OFCCP, 1640 S. Sepulveda Boulevard, Ste. 440, Los Angeles, CA 90025.

1. No later than seven months after the Effective Date, Home Depot will submit a report that consists of the names of Eligible CMs who were paid pursuant to Part III.3, and, for each Eligible CM, the number and the amount of the checks and the date the checks cleared the bank. Home Depot must provide OFCCP with copies of all canceled checks upon request.
2. If within sixteen months after the Effective Date, Home Depot has developed an affirmative action program pursuant to the timing requirements in 41 C.F.R. section 60-2.1(c) (i.e., “when affirmative action programs must be developed”), Home Depot store 6645 will submit a report that includes:

- (a) The total number of applicants and hires for all openings for the Cashier and Sales Associate job groups for the 12-month period following the effective date of the covered contract;
 - (b) The gender breakdown of applicants and hires in each such job title;
 - (c) The results of Home Depot store 6645's analysis as to whether its total selection process has adverse impact by gender.
 - (d) For each such job title where the total selection process has an adverse impact by gender, the qualification(s) used by Home Depot store 6645, and the stage at which Home Depot store 6645 used the qualification(s), as a screening device;
 - (e) For each job title where the total selection process has an adverse impact by gender, the results of Home Depot store 6645's evaluation of the individual components of the selection process for adverse impact;
 - (f) The actions taken by Home Depot store 6645 after determining that any component of the selection process has an adverse impact by gender; and
 - (g) Documentation that all supervisory and management employees involved in Home Depot's store 6645's selection process have received training on compliance with Executive Order 11246, as amended, and its implementing regulations. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
3. Home Depot will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare the required report until this Agreement expires.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Home Depot.

(b)(7)(c) DATE: SEPTEMBER 14 2015

BARBARA PENNINGTON
Sr. Director Employment Practices & Associate
Relations
Home Depot 2455 Paces Ferry Rd., Bldg C-21
Atlanta, GA 30339

DATE: 9/25/15

(b)(7)(c)
JANETTE WIPPER
Regional Director
Pacific Region
Office of Federal Contract
Compliance Programs

**Conciliation Agreement
Home Depot U.S.A., Inc.**

DATE: September 15, 2015

(b)(7)(c)

**Compliance Officer
Office of Federal Contract
Compliance Programs
Los Angeles District Office**

DATE: September 15, 2015

(b)(7)(c)

for Hector Sanchez

**ECTOR M. SANCHEZ
District Director
Office of Federal Contract
Compliance Programs
Los Angeles District Office**

Attachment 1
AFFECTED CLASS MEMBERS

There are 46 Class Members – Females

(b)
(7)(E) Class Members Were Hired as Cashier

	Last Name	First Name	Applied Date
(b)(7)(c), (b) (7)(E)			

(b)(7)(c), (b) (7)(E)

(b)
(7)
(F) **Class Members Were Not Hired as Cashier or Sales Associate¹**

	Last Name	First Name	Applied Date
(b)(7)(c), (b) (7)(E)			

¹ This chart excludes female applicants who were offered a position, but failed a drug test or background check.

(b)(7)(c), (b) (7)(E)	Last Name	First Name	Applied Date
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Attachment 2a (CMs hired as Cashiers)

NOTIFICATION LETTER

[Name]
[Street]
[City, State, Zip Code]

Dated: _____

Dear [Ms.] [Name]:

Home Depot U.S.A., Inc. ("Home Depot") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into an agreement ("Agreement") to correct alleged violations of an anti-discrimination law, Executive Order 11246 ("E.O. 11246"), that OFCCP found during a review of Home Depot's Pomona, California facility. Following OFCCP's analysis of Home Depot's hiring process and selection procedures, OFCCP alleged that during the period of October 1, 2008 through September 30, 2010 ("review period"), Home Depot did not provide equal employment opportunity for female applicants in its selections for the Sales Associate position and did not hire female applicants at the same rate as male applicants for this position. Home Depot has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Home Depot violated any laws. OFCCP and Home Depot entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for or should have been considered for a Sales Associate position at the Home Depot Pomona, CA location during that time period, but was not hired in that role.

As part of this Agreement, you are eligible to receive a distribution of at least \$589.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to six (6) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form (Attachment 3), Release of Claims Under Executive Order 11246 (Attachment 4), and IRS Form W-9. You should complete and mail back the forms as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

BARBARA PENNINGTON
Sr. Director Employment Practices & Associate Relations
Home Depot 2455 Paces Ferry Rd., Bldg C-21
Atlanta, GA 30339

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form, Release of Claims, and IRS Form W-9.

If you have any questions you may call me at Home Depot at (770) 384-4897, or OFCCP Compliance Office: ^{(b)(7)(c)} Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO HOME DEPOT WITHIN 30 DAYS OF THE DATE THE NOTICE WAS MAILED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Barbara Pennington
Sr. Director Employment Practices & Associate Relations
Home Depot U.S.A., Inc.

cc: (b)(7)(c) Compliance Officer, U.S. Department of Labor

Enclosures: Attachment 3 - Information Verification
Attachment 4 - Release of Claims Under Executive Order 11246
IRS Form W-9

Attachment 2b (CMs not hired as Cashier or Sales Associate)

NOTIFICATION LETTER

[Name]
[Street]
[City, State, Zip Code]

Dated: _____

Dear [Ms.] [Name]:

Home Depot U.S.A., Inc. ("Home Depot") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into an agreement ("Agreement") to correct alleged violations of an anti-discrimination law, Executive Order 11246 ("E.O. 11246"), that OFCCP found during a review of Home Depot's Pomona, California facility. Following OFCCP's analysis of Home Depot's hiring process and selection procedures, OFCCP alleged that during the period of October 1, 2008 through September 30, 2010 ("review period"), Home Depot did not provide equal employment opportunity for female applicants in its selections for the Sales Associate position and did not hire female applicants at the same rate as male applicants for the Sale Associate position. Home Depot has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Home Depot violated any laws. OFCCP and Home Depot entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for or should have been considered for a Sales Associate position at the Home Depot Pomona, CA location during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$2,840.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to six (6) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form (Attachment 3), Release of Claims Under Executive Order 11246 (Attachment 4), and IRS Form W-9. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

BARBARA PENNINGTON
Sr. Director Employment Practices & Associate Relations
Home Depot 2455 Paces Ferry Rd., Bldg C-21
Atlanta, GA 30339

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form, Release of Claims, and IRS Form W-9.

If you have any questions you may call me at Home Depot at (770) 384-4897, or OFCCP Compliance Officer ^{(b)(7)(c)} Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO HOME DEPOT WITHIN 30 DAYS OF THE DATE THE NOTICE WAS MAILED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Barbara Pennington
Sr. Director Employment Practices & Associate Relations
Home Depot U.S.A., Inc.

cc: (b)(7)(c) Compliance Officer, U.S. Department of Labor

Enclosures: Attachment 3 - Information Verification
Attachment 4 - Release of Claims Under Executive Order 11246
IRS Form W-9

ATTACHMENT 3 - INFORMATION VERIFICATION

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Home Depot U.S.A., Inc. ("Home Depot") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email Address: _____

Notify Home Depot at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

For purposes of this settlement, it is necessary to verify your GENDER:

Male Female

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE NOTICE WAS MAILED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

**BARBARA PENNINGTON
Sr. Director Employment Practices & Associate Relations
Home Depot 2455 Paces Ferry Rd., Bldg C-21 Atlanta, GA 30339**

I, _____, certify the above is true and correct.
(print name)

Signature

Date

ATTACHMENT 4 - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims Under Executive Order 11246 ("Release") is a legal document. This document states that in return for Home Depot U.S.A., Inc. ("Home Depot") paying you money, you agree that you will not file any lawsuit against Home Depot for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Sales Associate positions. It also says that Home Depot does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ _____ (less deductions required by law) by Home Depot to me, which I agree is acceptable, I _____
agree to the following: print name

I.

I hereby waive, release and forever discharge Home Depot, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment as a Sales Associate on the basis of my gender at any time through the effective date of this Release.

II.

I understand that Home Depot denies that it treated me unlawfully or unfairly in any way and that Home Depot entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on December 23, 2010. I further agree that the payment of the aforesaid sum by Home Depot to me is not to be construed as an admission of any liability by Home Depot.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release or do not return it to HOME DEPOT WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS

POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Home Depot.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 2015.

X

Signature