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11 Attorneys for Defendant  
12 HOME DEPOT U.S.A., INC.

13 **UNITED STATES DISTRICT COURT**  
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 EVA BEDOY, individually and on  
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 HOME DEPOT U.S.A., INC., a  
20 Delaware corporation,

21 Defendant.

Case No. \_\_\_\_\_

22 **DEFENDANT HOME DEPOT**  
23 **U.S.A., INC.'S NOTICE OF**  
24 **REMOVAL**

25 [From the Superior Court of  
26 California, County of Riverside, Case  
27 No. CVRI2505278]

28 Action Filed: September 29, 2025

**TO THE CLERK OF THE ABOVE-ENTITLED COURT, AND TO  
PLAINTIFF AND HER ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that defendant Home Depot U.S.A., Inc. (“Home Depot”), hereby removes this action from the Superior Court of the State of California for the County of Riverside to the United States District Court for the Central District of California pursuant to 28 U.S.C. §§ 1332(d), 1441(a), 1446 and 1453 as follows:

**I. THE NOTICE OF REMOVAL IS PROCEDURALLY PROPER**

1. A notice of removal is timely if filed within thirty (30) days after receipt of the initial complaint by defendant. 28 U.S.C. § 1446(b).

2. Home Depot was served with summons and the initial complaint on October 22, 2025. Therefore, this notice is timely as it is being filed within 30 days after Home Depot was served with the initial complaint.

3. Plaintiff Eva Bedoy filed her action on September 29, 2025, in the Superior Court of the State of California, County of Riverside. This action is thus properly removed to the United States District for the Central District of California, which embraces Riverside County within its jurisdiction. 28 U.S.C. §§ 1441(a), 1446(a).

4. Defendant will provide prompt written notice to plaintiff and is filing a copy of this notice with the clerk of the Superior Court of California for the County of Riverside pursuant to 28 U.S.C. § 1446(d).

**II. STATE COURT COMPLAINT**

5. On September 29, 2025, plaintiff filed a purported class action complaint in the Superior Court of the State of California in the County of Riverside, entitled *Eva Beody v. Home Depot U.S.A., Inc.*, Case No. CVRI2505278, setting forth causes of action for: violation of the California Consumers Legal Remedies Act (“CLRA”), California Civil Code section 1750; breach of contract; conversion; common count for money had and received; and violation of California’s Unfair

1 Competition Law, specifically California Business & Professions Code Section  
 2 17200 (“UCL”). On November 18, 2025, plaintiff filed the operative pleading, the  
 3 First Amended Complaint. A copy of the First Amended Complaint is attached hereto  
 4 as **Exhibit A**. Pursuant to 28 U.S. Code § 1446(a), defendant submits with this notice  
 5 a copy of all process, pleadings, and orders served upon it in this action as **Exhibit**  
 6 **B**.

7 6. Plaintiff alleges that she visited a Home Depot store and attempted to  
 8 redeem for cash a gift card with a remaining balance of less than \$10, but that  
 9 defendant’s associate refused the request. Ex. A, ¶¶ 11-17. Plaintiff claims that, in  
 10 doing so, defendant’s actions were not in compliance with California Civil Code  
 11 section 1749.5, which states that “any gift certificate with a cash value of less than  
 12 ten dollars (\$10) is redeemable in cash for its cash value” and that defendant thereby  
 13 violated California’s CLRA and UCL. *Id.* at ¶¶ 28-40, 62-77.

14 7. Plaintiff also asserts that defendant’s actions give rise to common law  
 15 claims for breach of contract, conversion, and money had and received. *Id.* at ¶¶ 41-  
 16 61. The contract claim is based on an allegation that Home Depot promised plaintiff  
 17 and class members that if they “visit one of its stores and purchase items using the  
 18 Gift Cards, Defendant will provide cash to the Gift Card holder should the remaining  
 19 balance fall below ten dollars.” *Id.* at ¶ 44.

20 8. As such, plaintiff brings her action on behalf of all other California  
 21 consumers “who possess or possessed a Home Depot Gift Card with a balance less  
 22 than ten dollars.” *Id.* at ¶ 19.

23 9. Plaintiff seeks damages, restitution, punitive and exemplary damages,  
 24 injunctive relief, attorneys’ fees, and costs. *See id.* “Prayer for Relief” at pages 12-  
 25 13.

### 26 **III. REMOVAL IS PROPER UNDER THE CLASS ACTION FAIRNESS** 27 **ACT**

28 10. Removal is proper because the Court has jurisdiction over plaintiff’s

1 claims under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) (“CAFA”).

2 11. Under CAFA, the district court has original jurisdiction of any civil  
3 action in which (1) the matter in controversy exceeds the sum or value of \$5,000,000,  
4 (2) any member of a class of plaintiffs is a citizen of a state different from any  
5 defendant, (3) there are at least 100 members in all proposed plaintiff classes  
6 combined, and (4) no exception applies.

7 12. Unlike traditional removals, “[n]o antiremoval presumption attends  
8 cases invoking CAFA, which Congress enacted to facilitate adjudication of certain  
9 class actions in federal court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*,  
10 574 U.S. 81, 89 (2014).

11 13. Further, under CAFA, the total relief sought by all class members is  
12 aggregated for purposes of evaluating the \$5,000,000 threshold. 28 U.S.C. §  
13 1332(d)(6).

14 **A. The Amount in Controversy Exceeds \$5 Million.**

15 14. Defendant does not concede that plaintiff or the putative class members  
16 have alleged any valid causes of action or are entitled to any of the relief or damages  
17 sought. Nevertheless, the amount in controversy, as alleged, exceeds \$5 million.

18 15. “[W]hen a defendant seeks federal-court adjudication, the defendant’s  
19 amount-in-controversy allegation should be accepted when not contested by the  
20 plaintiff or questioned by the court.” *Dart Cherokee Basin Operating Co., LLC*,  
21 *supra*, 574 U.S. at 87. Where, as here, a complaint does not specify the amount of  
22 damages sought, the defendant’s notice of removal may do so. *Id.* at 84.  
23 “[D]efendant’s notice of removal need include only a plausible allegation that the  
24 amount in controversy exceeds the jurisdictional” amount in controversy threshold.  
25 *See id.* at 89.

26 16. Further, “[i]n measuring the amount in controversy, a court must assume  
27 that the allegations of the complaint are true and that a jury will return a verdict for  
28 the plaintiff on all claims made in the complaint.” *Cain v. Hartford Life & Acc. Ins.*

1 Co., 890 F. Supp. 2d 1246, 1249 (C.D. Cal. 2012).

2 17. Here, plaintiff seeks damages, restitution under the UCL, punitive and  
3 exemplary damages, injunctive relief, attorneys' fees, and costs. *See* Ex. A, "Prayer  
4 for Relief" at pages 11-12.

5 18. Plaintiff seeks restitution, though the complaint is unclear as to how  
6 such an award is to be calculated. Plaintiff alleges, however, that Home Depot  
7 promised her and putative class members that if they "visit one of its stores and  
8 purchase items using the Gift Cards, Defendant will provide cash to the Gift Card  
9 holder should the remaining balance fall below ten dollars." Ex. A, ¶ 44; *see also id.*,  
10 ¶ 13 ("She understood the card included a promise by Defendant to, among other  
11 things, pay out any balance below ten dollars in cash, if she visited Defendant's store  
12 and purchased items using the Gift Card."). Therefore, plaintiff appears to be alleging  
13 that the amount at issue would be the total amount of gift cards sold in the statute of  
14 limitations period, multiplied by \$9.99.<sup>1</sup> Home Depot has sold more than 250,000  
15 gift cards per year in California since September 29, 2021. Based on plaintiff's  
16 theory—that every gift card sold in California came with a promise to pay out any  
17 value under ten dollars—the amount in controversy would be well above \$5 million.  
18 Further, assuming there is not a final judgment on the present action for two years,  
19 that figure would increase over time. *See In re ConAgra Foods, Inc.*, 90 F. Supp. 3d  
20 919, 939 (C.D. Cal. 2015), *aff'd sub nom. Briseno v. ConAgra Foods, Inc.*, 844 F.3d  
21 1121 (9th Cir. 2017), *and aff'd sub nom. Briseno v. ConAgra Foods, Inc.*, 674 F.  
22 App'x 654 (9th Cir. 2017) (granting motion to certify classes "through the final  
23 disposition of this and any and all related actions."")

24  
25 <sup>1</sup> Home Depot does not admit that this is the proper method of calculating plaintiffs'  
26 ultimate damages, if any; these are presented based on the allegations in the  
27 complaint and plaintiff's framing of the issues. *See Kenneth Rothschild Trust v.*  
28 *Morgan Stanley Dean Witter*, 199 F.Supp.2d 993, 1001 (C.D. Cal. 2002) (in  
measuring amount in controversy, court must assume that the allegations of the  
complaint are true).

19. Plaintiff also seeks attorneys’ fees and costs, which add to the amount in controversy. *See* Ex. A, “Prayer for Relief” at page 13; *see also Gibson v. Chrysler Corp.*, 261 F.3d 927, 942-43 (9th Cir. 2001) (finding that attorneys’ fees are properly included in the amount in controversy in a class action). A prevailing plaintiff may be awarded attorney’s fees in a CLRA action. Civil Code section 1780(e). Plaintiff may additionally seek attorney’s fees for the alleged UCL violation pursuant to California Code of Civil Procedure section 1021.5 for conveying a “substantial benefit” to the public. *See* Ex. A, “Prayer for Relief” at page 13. The Ninth Circuit has held that “‘a court must include future attorneys’ fees recoverable by statute ... when assessing whether the amount-in-controversy requirement is met.’” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 927 (9th Cir. 2019) (quoting *Fritsch*, 899 F.3d at 794).

20. If this case proceeds through trial and plaintiff prevails, her counsel will presumably claim entitlement to fees in excess of \$1 million, taking into consideration the complexity of the case (a class action), discovery, motion practice, expert designations, and preparation and attendance through trial.

21. Thus, when adding the more than \$5 million in restitution sought and the \$1-plus million in attorneys’ fees through trial—as well as added costs associated with any injunction—the amount in controversy far exceeds CAFA’s \$5 million threshold.

**B. There is Minimal Diversity of Citizenship.**

22. Minimal diversity exists when “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A).

23. Plaintiff alleges that she is a resident of California. Ex. A, ¶ 8. Similarly, all class members would be citizens of California. *Id.* at ¶ 19.

24. A corporation is a citizen of the state where it is incorporated and where it has its principal place of business. *3123 SMB LLC v. Horn*, 880 F.3d 461, 462–63 (9th Cir. 2018) (quoting 28 U.S.C. § 1332(c)(1)).

1           25. Home Depot is a Delaware corporation with its principal place of  
2 business in Georgia. Thus, defendant is a citizen of Delaware and Georgia.

3           26. Therefore, there is minimal diversity of citizenship because defendant  
4 is a citizen of different states than the class of plaintiffs.

5           **C. The Proposed Class Exceeds 100 Members.**

6           27. This action also satisfies the definition of a “class action” under 28  
7 U.S.C. § 1332(d)(1)(B), which is “any civil action filed under rule 23 of the Federal  
8 Rules of Civil Procedure or similar State statute or rule of judicial procedure  
9 authorizing an action to be brought by 1 or more representative persons as a class  
10 action.”

11           28. To remove a class action under CAFA, “the number of members of all  
12 proposed plaintiff classes in the aggregate” must be at least 100. 28 U.S.C. §  
13 1332(d)(5)(B).

14           29. Plaintiff’s proposed class consists of “[a]ll consumers in California who  
15 possess or possessed a Home Depot Gift Card with a balance less than ten dollars.”  
16 Ex. A, ¶ 19. There are well over 500 gift cards sold in California since September 29,  
17 2021, with a balance less than ten dollars. Thus, the proposed class exceeds 100  
18 members.<sup>2</sup>

19           **D. No CAFA Exceptions Apply.**

20           30. Although plaintiff bears the burden of proof to establish the application  
21 of a CAFA exception, neither the “local controversy” (28 U.S.C. § 1332(d)(4)(A))  
22 nor the “home state” (28 U.S.C. § 1332(d)(4)(B)) exception to CAFA jurisdiction  
23 can apply here because defendant is not a citizen of California.

24           31. As such, no exceptions apply that would defeat CAFA jurisdiction  
25

26 \_\_\_\_\_  
27 <sup>2</sup> Home Depot bases the number of the proposed class on plaintiff’s class definition,  
28 but does not concede that the class proposed by plaintiff is proper or that any class  
can be certified here. Home Depot reserves the right to challenge the defined class at  
the appropriate time.

1 **IV. RESERVATION OF RIGHTS**

2 32. If plaintiff moves to remand this case, or if the Court addresses remand  
3 *sua sponte*, defendant respectfully requests an opportunity to submit such additional  
4 arguments or evidence in support of removal as may be necessary. By filing this  
5 Notice of Removal, defendant specifically reserves the right to assert any defenses  
6 and/or objections to which it may be entitled.

7 **V. CONCLUSION**

8 For the reasons stated above, this action is within the Court's original  
9 jurisdiction and meets all requirements for removal, such that removal is proper under  
10 28 U.S.C. §§ 1332(d), 1441(a), 1446, and 1453. Accordingly, the above-entitled  
11 matter is hereby removed from the Superior Court of Riverside County to this Court.

12  
13 Respectfully submitted,

14 Dated: November 21, 2025

15 **NORTON ROSE FULBRIGHT US**  
16 **LLP**  
17 **JEFFREY B. MARGULIES**  
18 **RAYMOND MURO**

19 By /s/Raymond Muro  
20 **RAYMOND MURO**  
21 **Attorneys for Defendant**  
22 **HOME DEPOT U.S.A., INC.**

# EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF RIVERSIDE**

EVA BEDOY, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

HOME DEPOT U.S.A., INC., a Delaware  
corporation,

Defendant.

Case No.: CVRI2505278

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Violation of California Civil Code  
§ 1750, *et seq.*;
2. Breach of Contract;
3. Conversion;
4. Money Had and Received; and
5. Violation of Business & Professions  
Code § 17200, *et seq.*

**JURY TRIAL DEMANDED**

1 Plaintiff Eva Bedoy, individually and on behalf of all others similarly situated, brings this  
2 action for damages and injunctive relief against Defendant Home Depot U.S.A., Inc. (“Home  
3 Depot” or “Defendant”), and alleges:

#### 4 INTRODUCTION

5 1. Plaintiff brings this action individually and on behalf of all other similarly situated  
6 California consumers (“Class Members”) who were refused the cash value of gift cards issued by  
7 Home Depot with balances less than ten dollars.

8 2. Pursuant to *California Civil Code* Section 1749.5(b)(2), any gift card with a cash  
9 value of less than ten dollars is redeemable in cash for its cash value. Defendant’s failure to honor  
10 Plaintiff’s and Class Members’ requests to redeem Home Depot gift cards with balances less than  
11 ten dollars for their cash value violates the Consumers Legal Remedies Act, codified at *California*  
12 *Civil Code* Sections 1750, *et seq.*; constitutes a breach of contract; constitutes conversion; and  
13 violates California’s Unfair Competition Law, codified at *Business & Professions Code* Sections  
14 17200, *et seq.* Plaintiff and Class Members have consequently suffered ascertainable losses and  
15 actual damages.

#### 16 JURISDICTION AND VENUE

17 3. This action is brought by Plaintiff individually as a consumer in California. The  
18 value of injunctive relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior  
19 Court and will be established according to proof. The Court has jurisdiction over this action  
20 pursuant to California Constitution, Article VI, Section 10. An actual controversy also exists for  
21 purposes of issuing declaratory and injunctive relief.

22 4. This court has personal jurisdiction over Defendant because it is a Delaware  
23 corporation headquartered in Georgia and doing business in Riverside County, with retail locations  
24 in this county. This court has jurisdiction over Defendant because Defendant is either a citizen of  
25 California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of  
26 the California market such that the exercise of jurisdiction over it by the California courts consistent  
27 with traditional notions of fair play and substantial justice.



1 Street, Indio, California 92203). Plaintiff would not have visited the store and purchased items  
 2 there in the absence of such promise. Plaintiff purchased items using the Gift Card to pay for the  
 3 items during her visit.

4 14. After paying for the items selected using the Home Depot Gift Card, Plaintiff's Gift  
 5 Card balance fell below ten dollars. At the moment of payment, by operation of law (including but  
 6 not limited to *California Civil Code* Section 1749.5(b)(2)), Plaintiff had the right to immediate  
 7 possession of the balance in cash.

8 15. Plaintiff did not want any other items offered by Defendant; instead, Plaintiff wanted  
 9 the cash value of the Gift Card.

10 16. Plaintiff asked a Home Depot employee to redeem the remaining balance of the card  
 11 in cash, but the employee refused.

12 17. Plaintiff was denied the cash balance of Plaintiff's Gift Card despite the facts the  
 13 balance on the card was less than ten dollars and Defendant's employee was aware of the balance  
 14 on the card at the time of the request.

15 18. Defendant, as a matter of practice and policy, does not make its employees aware of  
 16 the requirements of *California Civil Code* Section 1749.5(b)(2). Nor does it have systems in place  
 17 to assure compliance with *California Civil Code* Section 1749.5(b)(2). The reason is simple.  
 18 Rarely, if ever, do gift card holders spend the exact amount of a gift card. Consumers holding gift  
 19 cards two have choices when Defendant does not pay out the remaining balance. They can use the  
 20 remaining balance to engage in a further transaction partly funded by the gift card and partly funded  
 21 by money out of their pockets. Alternatively, they leave the store with a gift card they cannot  
 22 redeem, leaving the unredeemed balance in Defendant's possession. The pay-more-or-forfeit  
 23 strategy inures to Defendant's benefit.

#### 24 CLASS ALLEGATIONS

25 19. Plaintiff brings this suit pursuant to *Code of Civil Procedure* Section 382 and  
 26 *California Rule of Court* 3.764, on behalf of herself and the following proposed class:

27 **Class:** All consumers in California who possess or possessed a Home  
 28 Depot Gift Card with a balance less than ten dollars.

1           20. Excluded from the Class are Defendant; its employees, officers, directors, legal  
2 representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates of  
3 Defendant; Class Counsel and their employees; the judicial officers and their immediate family  
4 members and associated court staff assigned to this case; and all persons within the third degree of  
5 relationship to any such persons.

6           21. Certification of Plaintiff's claims for class-wide treatment is appropriate because  
7 Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence used  
8 to prove those elements in individual actions alleging the same claim.

9           22. This action is brought and may be properly maintained on behalf of the Class  
10 proposed herein under *Code of Civil Procedure* Section 382 and *California Rule of Court* 3.764.

11           23. **Numerosity.** Although the exact number of Class Members is uncertain and can  
12 only be ascertained through appropriate discovery of Defendant's records, the number is great  
13 enough such that joinder is impracticable. The disposition of the claims of Class Members in a  
14 single action will provide substantial benefits to all parties and to the Court. Class Members will be  
15 readily identifiable from information and records in Defendant's possession, custody, and/or  
16 control.

17           24. **Commonality and Predominance.** This action involves common questions of law  
18 and fact, which predominate over any questions affecting individual Class Members, including, but  
19 not limited to the following:

- 20           a. Whether each Class Member possesses or possessed a Gift Card issued by  
21 Defendant with a value less than ten dollars;  
22           b. Whether Defendant maintains a policy and/or practice denying California  
23 consumers' requests to redeem for cash Gift Cards with a cash value less than  
24 ten dollars;  
25           c. If Defendant maintains a written policy of honoring California consumers'  
26 requests to redeem for cash Gift Cards with a cash value less than ten dollars,  
27 did Defendant's employees follow the policy;  
28

- 1 d. Whether Defendant's policies and practices constitute conversion of  
2 Plaintiff's and Class Members' property;
- 3 e. Whether Defendant's policies and practices concerning Gift Card redemption  
4 comply with *Civil Code* Section 1749.5; *California Civil Code* Sections  
5 1750, *et seq.*; and *Business and Professions Code* Sections 17200, *et seq.*;
- 6 f. Whether due to Defendant's misconduct as alleged herein, Plaintiff and Class  
7 Members are entitled to restitution, injunctive relief, and other remedies, and  
8 if so, the amount and nature of such relief; and
- 9 g. Such other common factual and legal issues as are apparent from the  
10 allegations and causes of action asserted herein.

11 25. **Typicality**. Plaintiff's claims are typical of the claims of the Class. Plaintiff, like  
12 all Class Members, possesses or possessed a Gift Card issued by Defendant with a value less than  
13 ten dollars. Plaintiff's claims are typical of the Class Members' claims because, among other  
14 things, all Class Members were comparably injured through Defendant's wrongful conduct as  
15 described above. All claims seek recovery on the same legal theories and are based on Defendant's  
16 common course of conduct.

17 26. **Adequacy**. Plaintiff will fairly and adequately protect the interests of the Class.  
18 Plaintiff has retained attorneys experienced in the prosecution of class actions, including consumer  
19 class actions, and Plaintiff intends to prosecute this action vigorously. The Class's interests will be  
20 fairly and adequately protected by Plaintiff and her counsel.

21 27. **Superiority**. A class action is superior to any other available means for the fair and  
22 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered  
23 in the management of this class action. The damages or other financial detriment suffered by  
24 Plaintiff and Class Members are relatively small compared to the burden and expense required to  
25 individually litigate their claims against Defendant. Thus, it is impracticable for Class members to  
26 individually seek redress for Defendant's wrongful conduct. Even if Class Members could afford  
27 individual litigation, the court system could not. Individualized litigation creates a potential for  
28 inconsistent or contradictory judgments and increases the delay and expense to all parties and the

1 court system. By contrast, the class action device presents far fewer management difficulties and  
2 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by  
3 a single court.

4 **FIRST CAUSE OF ACTION**  
5 **Violation of *California Civil Code* §§ 1750, *et seq.***  
6 **(on Behalf of Plaintiff and the Class)**

7 28. Plaintiff incorporates by reference each of the allegations contained in the preceding  
8 paragraphs.

9 29. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
10 *California Civil Code* Sections 1750, *et seq.* (“CLRA”).

11 30. The CLRA has adopted a comprehensive statutory scheme prohibiting various  
12 deceptive practices in connection with the conduct of a business providing goods, property, or  
13 services to consumers primarily for personal, family, or household purposes.

14 31. Defendant is a “person” as defined by *Civil Code* Section 1761(c) because it is a  
15 corporation.

16 32. Plaintiff and Class Members are “consumers” within the meaning of *Civil Code*  
17 Section 1761(d) because they are individuals who purchased items using Gift Cards to pay for items  
18 for personal, family, and/or household use; possessed Gift Cards with a value less than ten dollars;  
19 and were refused the cash value of Gift Cards for personal and/or household use.

20 33. Defendant’s Gift Cards are “products” within the meaning of *California Civil Code*  
21 Section 1761(a) because they are tangible chattels bought for personal, family, and/or household  
22 purposes.

23 34. Defendant’s representations involving its Gift Cards constitute “transaction[s]” as  
24 defined by *Civil Code* Section 1761(e), because they involve the sale and ownership of its Gift Cards  
25 and the services provided to the Gift Card purchaser and holder.

26 35. *California Civil Code* Section 1770 generally states:

27 (a) The following unfair methods of competition and unfair or  
28 deceptive acts or practices undertaken by any person in a transaction  
intended to result or which results in the sale or lease of goods and  
services to any consumer is unlawful:

1 (14) Representing that a transaction confers or involves rights,  
2 remedies, or obligations which it does not have or involve, or which  
3 is prohibited by law. (Civ. Code, §1770(a)(14).)

4 36. Defendant, individually and/or through its agents and employees, engaged in the  
5 following violations of *California Civil Code* Section 1770: Defendant represented, and continues  
6 to represent, the transaction (the sale and ownership of its Gift Cards) confers or involves rights,  
7 remedies, or obligations it does not have or involve, or which is prohibited by law. Specifically,  
8 Defendant represented, and continues to represent, to purchasers and recipients of its Gift Cards the  
9 holder of a Gift Card was and is obligated to redeem the Gift Card for items only and was not and  
10 will not be permitted to redeem the Gift Card for cash if the Gift Card's stored value is less than  
11 ten dollars.

12 37. Further, Defendant represented, and continues to represent, it has the right to retain  
13 (as a forfeiture) the value of the Gift Card under ten dollars, whether the Gift Card holder wants to  
14 actually purchase items from Defendant. This unlawful right to retain money paid for a Gift Card  
15 is contrary to the intent and purpose of *California Civil Code* Section 1749.5.

16 38. Such claims, rights, and obligations violate the law and therefore the actions  
17 omissions and misrepresentations being made by Defendant violate *California Civil Code* Sections  
18 1750, *et seq.*, including but not limited to, *California Civil Code* Section 1770(a)(14).

19 39. Defendant continues to violate *California Civil Code* Sections 1750, *et seq.*, and  
20 Plaintiff and Class Members have a statutory right to redeem Defendant's Gift Cards for cash if the  
21 Gift Cards stored value is less than ten dollars.

22 40. Plaintiff seeks injunctive relief pursuant to the Consumers Legal Remedies Act and  
23 may amend this complaint to demand nominal damages following Plaintiff's compliance with  
24 *California Civil Code* Section 1782(a).

## 25 **SECOND CAUSE OF ACTION**

### 26 **Breach of Contract**

27 **(on Behalf of Plaintiff and the Class)**

1           41.     Plaintiff incorporates by reference each of the allegations contained in the preceding  
2 paragraphs.

3           42.     Plaintiff brings this cause of action on behalf of herself and the Class.

4           43.     Plaintiff and Class Members entered contracts with Defendant when they purchased  
5 Gift Cards from Defendant. Alternatively, they entered into contracts with Defendant by visiting  
6 its stores and purchasing products using the Gift Cards.

7           44.     Defendant promised, among other things, that if Plaintiff and Class Members visit  
8 one of its stores and purchase items using the Gift Cards, Defendant will provide cash to the Gift  
9 Card holder should the remaining balance fall below ten dollars.

10          45.     In exchange, Plaintiff and Class Members visited Defendant's stores and purchased  
11 products, forgoing their rights to not visit Defendant's stores and to purchase products elsewhere.  
12 In so doing, Plaintiffs and Class Members performed their obligations, delivering the consideration  
13 they promised.

14          46.     Alternatively, Plaintiff and Class Members are the intended third-party beneficiaries  
15 of contracts with Defendant memorialized by the Gift Cards. At the time the Gift Cards are  
16 purchased, they are purchased with the agreed and understood promise the Gift Card holder will,  
17 among other things, receive the remaining balance of the Gift Card in cash once the balance falls  
18 below ten dollars.

19          47.     Defendant breached the contracts with Plaintiff and Class Members (or,  
20 alternatively, breached the contracts with respect to which Plaintiff and Class Members are intended  
21 third-party beneficiaries) by failing honor the full value of the Gift Cards by refusing to redeem  
22 those Gift Cards with balances less than ten dollars for cash.

23          48.     As a direct and proximate result of Defendant's breaches, Plaintiff and Class  
24 Members are deprived of the benefit of the bargained-for exchanges, suffering damages in an  
25 amount according to proof.

26                                   **THIRD CAUSE OF ACTION**  
27                                   **Conversion**  
28                                   **(on Behalf of Plaintiff and the Class)**

1           49. Plaintiff incorporates by reference each of the allegations contained in the preceding  
2 paragraphs.

3           50. Plaintiff brings this cause of action on behalf of herself and the Class.

4           51. Defendant wrongfully exercised and continues to wrongfully exercise dominion over  
5 the property of Plaintiff and Class Members. Defendant's conduct is intentional.

6           52. At the moment of purchasing products using the Gift Card with a resultant balance  
7 below ten dollars, Plaintiff and Class Members own and have a right to the cash remaining on the  
8 Gift Card balances, pursuant to *California Civil Code* Section 1749.5(b)(2).

9           53. Plaintiffs and Class Members demanded Defendant hand over their property.

10          54. Defendant intentionally converted the property of Plaintiff and Class Members by  
11 wrongfully refusing to return the cash.

12          55. Defendant's policies and practices with respect to low-value Gift Cards caused  
13 Plaintiff and Class Members damage by depriving them of the value of their property and instead  
14 having the value thereof inure to the benefit of Defendant.

15          56. Defendant's conduct constitutes conversion and entitles Plaintiff and Class Members  
16 to compensatory damages, retribute, disgorgement of ill-gotten gains, injunctive relief, and  
17 attorneys' fees pursuant to *Code of Civil Procedure* Section 1021.5.

18          57. Defendant's conduct as alleged herein is oppressive, fraudulent, and malicious,  
19 entitling Plaintiff and Class Members to punitive damages pursuant to *California Civil Code*  
20 Section 3294. Defendant is aware of the rights of Plaintiff and the Class Members bestowed by  
21 *California Civil Code* Section 1749.5(b)(2). In willful and conscious disregard of those rights,  
22 Defendant, as a matter of practice and policy, does not make its employees aware of the  
23 requirements of *California Civil Code* Section 1749.5(b)(2). Nor does it have systems in place to  
24 assure compliance with *California Civil Code* Section 1749.5(b)(2).

25                                   **FOURTH CAUSE OF ACTION**  
26                                   **Common Count for Money Had and Received**  
                                      **(on Behalf of Plaintiff and the Class)**

27          58. Plaintiff incorporates by reference each of the allegations contained in the preceding  
28 paragraphs.

1           59. Defendant received money intended to be used for the benefit of Plaintiff and Class  
2 Members in an amount certain to be proved at trial.

3           60. The money was not used for the benefit of Plaintiff and Class Members.

4           61. Defendant has not given the money to Plaintiff and Class Members.

5                                   **FIFTH CAUSE OF ACTION**

6                   **Violation of *California Business & Professions Code* §§ 17200, *et seq.***  
7                   **(on Behalf of Plaintiff and the Class)**

8           62. Plaintiff incorporates by reference each of the allegations contained in the preceding  
9 paragraphs.

10           63. Defendant need only have violated one of the various provisions of the Unfair  
11 Competition Law to be found strictly liable under this cause of action.

12           64. Defendant's ongoing acts and practices, as set forth above, were false, misleading,  
13 and/or likely to deceive the public within the meaning of *California Business & Professions Code*  
14 Sections 17200, *et seq.*

15           65. Defendant's conduct constitutes "unfair" business acts and practices within the  
16 meaning of *California Business and Professions Code* Sections 17200, *et seq.*, because any utility  
17 for Defendant's conduct is outweighed by the gravity of the consequences to Plaintiff and Class  
18 Members, and because its conduct was injurious to consumers, offended public policy, and was  
19 unethical and unscrupulous. Plaintiff also asserts a violation of public policy by Defendant's  
20 making false, untrue, and/or misleading statements, and omissions of fact, to consumers.  
21 Defendant's violation of consumer protection and unfair competition laws in California resulted in  
22 harm to consumers.

23           66. Defendant's conduct is also unlawful within the meaning of *California Business and*  
24 *Professions Code* Sections 17200, *et seq.*, because it constitutes a violation of *Civil Code* Section  
25 1749.5, among other laws (including *California Civil Code Section* 1749.5(b)(2)). As set forth  
26 above, Defendant's acts and practices of failing to provide Plaintiff and Class Members cash back  
27 on gift cards with a stored value less than ten dollars violates *Civil Code* Section 1749.5 and *Civil*  
28 *Code* Sections 1750, *et seq.*, as well as constituting breach of contract and conversion, among other  
California laws.

1           67. Defendant's conduct constitutes a "fraudulent" business act and practice within the  
2 meaning of *California Business and Professions Code* Sections 17200, *et seq.*, because its practice  
3 leaves consumers with the false impression its Gift Cards are not redeemable for cash, unjustly  
4 enriching Defendant.

5           68. There are reasonable alternatives available to Defendant to further its legitimate  
6 business interests other than the conduct described herein.

7           69. Defendant's conduct caused and continues to cause injury to Plaintiff and Class  
8 Members. Plaintiff and Class Members suffer and will continue to suffer injury in fact, having lost  
9 money which belongs to them by operation of the laws mentioned above due to Defendant's refusal  
10 to redeem for cash Sprouts Gift Cards with values less than ten dollars.

11           70. Defendant has thus engaged in unlawful, unfair, and/or fraudulent business acts  
12 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set  
13 forth in the Prayer for Relief.

14           71. Additionally, pursuant to *Business and Professions Code* Section 17203, Plaintiff  
15 and Class Members seek an order requiring Defendant to immediately cease such unlawful, unfair,  
16 and fraudulent business practices and to correct its actions.

17           72. Defendant's conduct, as described above, violates *California Business & Professions*  
18 *Code* Sections 17200, *et seq.*, entitling Plaintiff and Class Members to restitution and injunctive  
19 relief.

20           73. To this day, Defendant continues to violate *California Business and Professions*  
21 *Code* Sections 17200, *et seq.*, by refusing to redeem in cash Home Depot gift cards with values less  
22 than ten dollars.

23           74. As a direct and proximate result of Defendant's violation of *California Business and*  
24 *Professions Code* Sections 17200, *et seq.*, Plaintiff and Class Members suffer and will continue to  
25 suffer injury in fact and actual damages.

26           75. As a proximate result of Defendant's violation of *California Business and*  
27 *Professions Code* Sections 17200, *et seq.*, Defendant is unjustly enriched and should make  
28

1 restitution to Plaintiff and Class Members or disgorge its ill-gotten profits pursuant to *Business &*  
 2 *Professions Code* Section 17203.

3 76. Pursuant to *California Business & Professions Code* Section 17203, Plaintiff,  
 4 individually and on behalf of the Class, seeks an order requiring Defendant to immediately cease  
 5 such acts of unfair competition and enjoining Defendant from continuing to conduct business via  
 6 the unlawful, fraudulent, or unfair business acts and practices complained of herein and from failing  
 7 to fully disclose the true nature of its misrepresentations.

8 77. Plaintiff, on behalf of herself and all others similarly situated, further requests  
 9 injunctive relief in the form of restitution and disgorgement and all other relief allowed under  
 10 Section 17200, plus interest attorneys' fees and costs pursuant to, *inter alia*, *Code of Civil*  
 11 *Procedure* Section 1021.5.

#### 12 **PRAYER FOR RELIEF**

13 78. Plaintiff, individually and on behalf of the members of the Class, respectfully  
 14 requests the following relief:

- 15 a. An order certifying the proposed Class, appointing Plaintiff as Representative
- 16 of the Class, and designating the undersigned counsel as Class Counsel;
- 17 b. An award to Plaintiff and the Class of compensatory, exemplary, and
- 18 statutory damages, including punitive damages, as allowable, and including
- 19 interest, in an amount according to proof;
- 20 c. Punitive and exemplary damages under applicable law;
- 21 d. Restitution and disgorgement of ill-gotten gains;
- 22 e. Any applicable statutory or civil penalties;
- 23 f. An order requiring Defendant to pay both pre-judgment and post-judgment
- 24 interest on any amounts awarded;
- 25 g. Any and all damages and remedies under the California Consumers Legal
- 26 Remedies Act, as set forth above;
- 27
- 28

- 1 h. For a public-wide injunction permanently enjoining Defendant from  
2 engaging in the violations of *Civil Code* Section 1770, including but not  
3 limited to Subsection (a)(14);
- 4 i. For a public-wide injunction requiring Defendant to promptly post notices at  
5 cash wraps in all its California locations, addressed to consumers, that any  
6 gift card holder may redeem Defendant's gift cards with a balance of less  
7 than ten dollars for cash;
- 8 j. For a public-wide injunction requiring Defendant to provide training on  
9 *California Civil Code* Section 1749.5 to its California customer-facing  
10 employees;
- 11 k. For a public-wide injunction requiring Defendant to provide written  
12 instructions to its California customer-facing employees on how to ensure  
13 compliance with *California Civil Code* Section 1749.5 at all cash wraps;
- 14 l. For attorneys' fees and costs of suit as authorized by statute including, but  
15 not limited to the provisions of *Civil Code* Section 1780 and *Code of Civil*  
16 *Procedure* Section 1021.5 and as authorized under the common fund doctrine  
17 and or as authorized by the substantial benefit doctrine;
- 18 m. Leave to amend this Complaint to conform to the evidence produced in  
19 discovery and at trial; and
- 20 n. Any such other and further relief the Court deems just and equitable.

21  
22 Dated: November 18, 2025

Respectfully submitted,

23 Capstone Law APC

24 By: 

Cody R. Padgett

Shahin Rezvani

Attorneys for Plaintiff and the proposed Class

**DEMAND FOR JURY TRIAL**

Pursuant to *Code of Civil Procedure* Section 631, Plaintiff hereby demands a jury trial on all issues so triable.

Dated: November 18, 2025

Respectfully submitted,

Capstone Law APC

By: \_\_\_\_\_

Cody R. Padgett

Shahin Rezvani

Attorneys for Plaintiff and the proposed Class

# **EXHIBIT A**

**VENUE DECLARATION**

I, Shahin Rezvani, say that:

1. I am an attorney with the law firm of Capstone Law APC and am admitted to practice before this court. I make this declaration based on my personal knowledge except for those matters stated herein which are based on information and belief, and as to those matters, I believe them to be true. I am over the age of eighteen, a citizen of the State of California, and counsel for Plaintiff in this action.

2. Pursuant to California Civil Code Section 1780(d), this declaration is submitted in support of Plaintiff's Selection of Venue for the Trial of Plaintiff's Cause of Action alleging violation of California's Consumers Legal Remedies Act.

3. Pursuant to Civil Code Section 1780(d), the Superior Court of California for the County of Riverside is a proper court for the trial of this action because Defendant is doing business within the County of Riverside.

4. Plaintiff EVA BEDOY is a resident of Indio, California, in Riverside County. In or around January 2025, Plaintiff visited a Home Depot location in Indio, California in Riverside County (located at 42100 Jackson Street, Indio, California 92203) with a Home Depot Gift Card. Plaintiff purchased items using the Gift Card to pay for the items.

5. Based on the facts set forth herein, this court is a proper venue for the prosecution of Plaintiff's Cause of Action alleging violation of California's Consumers Legal Remedies Act because Plaintiff resides in Indio, California, and visited a Home Depot location in Indio, California with a Home Depot Gift Card. She purchased items using the Gift Card to pay for the items. Accordingly, a substantial portion of the events giving rise to her claims occurred in Riverside County.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

Executed November 18, 2025, at Santa Monica, California.

  
Shahin Rezvani

**PROOF OF SERVICE**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860, Los Angeles, California 90067.

On **November 18, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Ray Muro  
raymond.muro@nortonrosefulbright.com  
Jeffrey Margulies  
jeff.margulies@nortonrosefulbright.com  
Norton Rose Fulbright US LLP  
555 South Flower Street, Forty-First Floor,  
Los Angeles, CA 90071, United States

*Attorneys for Defendant(s)*

☒ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

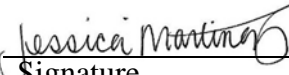
☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 18, 2025**, at Los Angeles, California.

\_\_\_\_\_  
Jessica Martinez  
Type/Print Name

\_\_\_\_\_  
  
Signature

# EXHIBIT B

SUM-100

# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HOME DEPOT U.S.A., INC., a Delaware corporation,

### YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

EVA BEDOY, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Riverside Historic Courthouse

4050 Main Street, Riverside, CA 92508

CASE NUMBER:  
(Número del Caso):

CVRI 2505278

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Shahin Rezvani, Capstone Law APC, 1875 Century Park East, Suite 1860, Los Angeles, CA 90067 (310) 556-4811

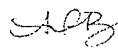
DATE:

(Fecha)

09/29/2025

Clerk, by

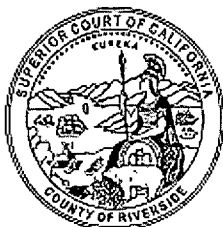
(Secretario)

A. Brown, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



GC68150(g)

### NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): Home Depot U.S.A., Inc.  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
- ☐ by personal delivery on (date):

Electronically FILED by Superior Court of California, County of Riverside on 09/29/2025 04:33 PM  
Case Number CVRI2505278 0000143327041 - Jason B. Galkin, Executive Officer/Clerk of the Court By Arnia Brown, Clerk

Cody R. Padgett (SBN 275553)  
Cody.Padgett@capstonelawyers.com  
Shahin Rezvani (SBN 199614)  
Shahin.Rezvani@capstonelawyers.com  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1860  
Los Angeles, California 90067  
Telephone: (310) 556-4811  
Facsimile: (310) 943-0396

Attorneys for Plaintiff Eva Bedoy and the proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

EVA BEDOY, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

HOME DEPOT U.S.A., INC., a Delaware  
corporation,

Defendant.

Case No.: **CVRI 2505278**

**CLASS ACTION COMPLAINT FOR:**

1. Violation of California Civil Code  
§ 1750, *et seq.*;
2. Breach of Contract;
3. Conversion;
4. Money Had and Received; and
5. Violation of Business & Professions  
Code § 17200, *et seq.*

**JURY TRIAL DEMANDED**

1 Plaintiff Eva Bedoy, individually and on behalf of all others similarly situated, brings this  
2 action for damages and injunctive relief against Defendant Home Depot U.S.A., Inc. ("Home  
3 Depot" or "Defendant"), and alleges:

#### 4 INTRODUCTION

5 1. Plaintiff brings this action individually and on behalf of all other similarly situated  
6 California consumers ("Class Members") who were refused the cash value of gift cards issued by  
7 Home Depot with balances less than ten dollars.

8 2. Pursuant to *California Civil Code* Section 1749.5(b)(2), any gift card with a cash  
9 value of less than ten dollars is redeemable in cash for its cash value. Defendant's failure to honor  
10 Plaintiff's and Class Members' requests to redeem Home Depot gift cards with balances less than  
11 ten dollars for their cash value violates the Consumers Legal Remedies Act, codified at *California*  
12 *Civil Code* Sections 1750, *et seq.*; constitutes a breach of contract; constitutes conversion; and  
13 violates California's Unfair Competition Law, codified at *Business & Professions Code* Sections  
14 17200, *et seq.* Plaintiff and Class Members have consequently suffered ascertainable losses and  
15 actual damages.

#### 16 JURISDICTION AND VENUE

17 3. This action is brought by Plaintiff individually as a consumer in California. The  
18 value of injunctive relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior  
19 Court and will be established according to proof. The Court has jurisdiction over this action  
20 pursuant to California Constitution, Article VI, Section 10. An actual controversy also exists for  
21 purposes of issuing declaratory and injunctive relief.

22 4. This court has personal jurisdiction over Defendant because it is a Delaware  
23 corporation headquartered in Georgia and doing business in Riverside County, with retail locations  
24 in this county. This court has jurisdiction over Defendant because Defendant is either a citizen of  
25 California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of  
26 the California market such that the exercise of jurisdiction over it by the California courts consistent  
27 with traditional notions of fair play and substantial justice.



1 14. After paying for the items selected using the Home Depot Gift Card, Plaintiff's Gift  
2 Card balance fell below ten dollars.

3 15. Plaintiff did not want any other items offered by Defendant; instead, Plaintiff wanted  
4 the cash value of the Gift Card.

5 16. Plaintiff asked a Home Depot employee to redeem the remaining balance of the card  
6 in cash, but the employee refused.

7 17. Plaintiff was denied the cash balance of Plaintiff's Gift Card despite the facts the  
8 balance on the card was less than ten dollars and Defendant's employee was aware of the balance  
9 on the card at the time of the request.

### 10 CLASS ALLEGATIONS

11 18. Plaintiff brings this suit pursuant to *Code of Civil Procedure* Section 382 and  
12 *California Rule of Court* 3.764, on behalf of herself and the following proposed class:

13 **Class:** All consumers in California who possess or possessed a Home  
14 Depot Gift Card with a balance less than ten dollars.

15 19. Excluded from the Class are Defendant; its employees, officers, directors, legal  
16 representatives, heirs, successors, and wholly or partly owned subsidiaries or affiliates of  
17 Defendant; Class Counsel and their employees; the judicial officers and their immediate family  
18 members and associated court staff assigned to this case; and all persons within the third degree of  
19 relationship to any such persons.

20 20. Certification of Plaintiff's claims for class-wide treatment is appropriate because  
21 Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence used  
22 to prove those elements in individual actions alleging the same claim.

23 21. This action is brought and may be properly maintained on behalf of the Class  
24 proposed herein under *Code of Civil Procedure* Section 382 and *California Rule of Court* 3.764.

25 22. **Numerosity.** Although the exact number of Class Members is uncertain and can  
26 only be ascertained through appropriate discovery of Defendant's records, the number is great  
27 enough such that joinder is impracticable. The disposition of the claims of Class Members in a  
28 single action will provide substantial benefits to all parties and to the Court. Class Members will be

1 readily identifiable from information and records in Defendant's possession, custody, and/or  
2 control.

3       23.     **Commonality and Predominance.** This action involves common questions of law  
4 and fact, which predominate over any questions affecting individual Class Members, including, but  
5 not limited to the following:

- 6             a.     Whether each Class Member possesses or possessed a Gift Card issued by  
7 Defendant with a value less than ten dollars;
- 8             b.     Whether Defendant maintains a policy and/or practice denying California  
9 consumers' requests to redeem for cash Gift Cards with a cash value less than  
10 ten dollars;
- 11            c.     If Defendant maintains a written policy of honoring California consumers'  
12 requests to redeem for cash Gift Cards with a cash value less than ten dollars,  
13 did Defendant's employees follow the policy;
- 14            d.     Whether Defendant's policies and practices constitute conversion of  
15 Plaintiff's and Class Members' property;
- 16            e.     Whether Defendant's policies and practices concerning Gift Card redemption  
17 comply with *Civil Code* Section 1749.5; *California Civil Code* Sections  
18 1750, *et seq.*; and *Business and Professions Code* Sections 17200, *et seq.*;
- 19            f.     Whether due to Defendant's misconduct as alleged herein, Plaintiff and Class  
20 Members are entitled to restitution, injunctive relief, and other remedies, and  
21 if so, the amount and nature of such relief; and
- 22            g.     Such other common factual and legal issues as are apparent from the  
23 allegations and causes of action asserted herein.

24       24.     **Typicality.** Plaintiff's claims are typical of the claims of the Class. Plaintiff, like  
25 all Class Members, possesses or possessed a Gift Card issued by Defendant with a value less than  
26 ten dollars. Plaintiff's claims are typical of the Class Members' claims because, among other  
27 things, all Class Members were comparably injured through Defendant's wrongful conduct as  
28 described above. All claims seek recovery on the same legal theories and are based on Defendant's

1 common course of conduct.

2 25. **Adequacy**. Plaintiff will fairly and adequately protect the interests of the Class.  
 3 Plaintiff has retained attorneys experienced in the prosecution of class actions, including consumer  
 4 class actions, and Plaintiff intends to prosecute this action vigorously. The Class's interests will be  
 5 fairly and adequately protected by Plaintiff and her counsel.

6 26. **Superiority**. A class action is superior to any other available means for the fair and  
 7 efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered  
 8 in the management of this class action. The damages or other financial detriment suffered by  
 9 Plaintiff and Class Members are relatively small compared to the burden and expense required to  
 10 individually litigate their claims against Defendant. Thus, it is impracticable for Class members to  
 11 individually seek redress for Defendant's wrongful conduct. Even if Class Members could afford  
 12 individual litigation, the court system could not. Individualized litigation creates a potential for  
 13 inconsistent or contradictory judgments and increases the delay and expense to all parties and the  
 14 court system. By contrast, the class action device presents far fewer management difficulties and  
 15 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by  
 16 a single court.

17 **FIRST CAUSE OF ACTION**  
 18 **Violation of *California Civil Code* §§ 1750, *et seq.***  
 19 **(on Behalf of Plaintiff and the Class)**

20 27. Plaintiff incorporates by reference each of the allegations contained in the preceding  
 21 paragraphs.

22 28. This cause of action is brought pursuant to the Consumers Legal Remedies Act,  
 23 *California Civil Code* Sections 1750, *et seq.* ("CLRA").

24 29. The CLRA has adopted a comprehensive statutory scheme prohibiting various  
 25 deceptive practices in connection with the conduct of a business providing goods, property, or  
 26 services to consumers primarily for personal, family, or household purposes.

27 30. Defendant is a "person" as defined by *Civil Code* Section 1761(c) because it is a  
 28 limited liability company.

31. Plaintiff and Class Members are "consumers" within the meaning of *Civil Code*

1 Section 1761(d) because they are individuals who purchased items using Gift Cards to pay for items  
2 for personal, family, and/or household use; possessed Gift Cards with a value less than ten dollars;  
3 and were refused the cash value of Gift Cards for personal and/or household use.

4 32. Defendant's Gift Cards are "products" within the meaning of *California Civil Code*  
5 Section 1761(a) because they are tangible chattels bought for personal, family, and/or household  
6 purposes.

7 33. Defendant's representations involving its Gift Cards constitute "transaction[s]" as  
8 defined by *Civil Code* Section 1761(e), because they involve the sale and ownership of its Gift Cards  
9 and the services provided to the Gift Card purchaser and holder.

10 34. *California Civil Code* Section 1770 generally states:

11 (a) The following unfair methods of competition and unfair or  
12 deceptive acts or practices undertaken by any person in a transaction  
13 intended to result or which results in the sale or lease of goods and  
14 services to any consumer is unlawful:

15 (14) Representing that a transaction confers or involves rights,  
16 remedies, or obligations which it does not have or involve, or which  
17 is prohibited by law. (Civ. Code, §1770(a)(14).)

18 35. Defendant, individually and/or through its agents and employees, engaged in the  
19 following violations of *California Civil Code* Section 1770: Defendant represented, and continues  
20 to represent, the transaction (the sale and ownership of its Gift Cards) confers or involves rights,  
21 remedies, or obligations it does not have or involve, or which is prohibited by law. Specifically,  
22 Defendant represented, and continues to represent, to purchasers and recipients of its Gift Cards the  
23 holder of a Gift Card was and is obligated to redeem the Gift Card for items only and was not and  
24 will not be permitted to redeem the Gift Card for cash if the Gift Card's stored value is less than  
25 ten dollars.

26 36. Further, Defendant represented, and continues to represent, it has the right to retain  
27 (as a forfeiture) the value of the Gift Card under ten dollars, whether the Gift Card holder wants to  
28 actually purchase items from Defendant. This unlawful right to retain money paid for a Gift Card  
is contrary to the intent and purpose of *California Civil Code* Section 1749.5.

37. Such claims, rights, and obligations violate the law and therefore the actions

1 omissions and misrepresentations being made by Defendant violate *California Civil Code* Sections  
2 1750, *et seq.*, including but not limited to, *California Civil Code* Section 1770(a)(14).

3 38. Defendant continues to violate *California Civil Code* Sections 1750, *et seq.*, and  
4 Plaintiff and Class Members have a statutory right to redeem Defendant's Gift Cards for cash if the  
5 Gift Cards stored value is less than ten dollars.

6 39. Plaintiff seeks injunctive relief pursuant to the Consumers Legal Remedies Act and  
7 may amend this complaint to demand nominal damages following Plaintiff's compliance with  
8 *California Civil Code* Section 1782(a).

9 **SECOND CAUSE OF ACTION**

10 **Breach of Contract**

11 **(on Behalf of Plaintiff and the Class)**

12 40. Plaintiff incorporates by reference each of the allegations contained in the preceding  
13 paragraphs.

14 41. Plaintiff brings this cause of action on behalf of herself and the Class.

15 42. Plaintiff and Class Members entered contracts with Defendant when they purchased  
16 Gift Cards from Defendant.

17 43. Alternatively, Plaintiff and Class Members are the intended third-party beneficiaries  
18 of contracts with Defendant memorialized by the Gift Cards.

19 44. Defendant breached the contracts with Plaintiff and Class Members (or,  
20 alternatively, breached the contracts with respect to which Plaintiff and Class Members are intended  
21 third-party beneficiaries) by failing honor the full value of the Gift Cards by refusing to redeem  
22 those Gift Cards with balances less than ten dollars for cash.

23 45. As a direct and proximate result of Defendant's breaches, Plaintiff and Class  
24 Members are deprived of the benefit of the bargained-for exchanges, suffering damages in an  
25 amount according to proof.

26 **THIRD CAUSE OF ACTION**

27 **Conversion**

28 **(on Behalf of Plaintiff and the Class)**

1           46.     Plaintiff incorporates by reference each of the allegations contained in the preceding  
2 paragraphs.

3           47.     Plaintiff brings this cause of action on behalf of herself and the Class.

4           48.     Defendant wrongfully exercised and continues to wrongfully exercise dominion over  
5 the property of Plaintiff and Class Members. Defendant's conduct is intentional.

6           49.     Plaintiff and Class members own and have a right to the cash remaining on the Gift  
7 Card balances.

8           50.     Defendant intentionally converted the property of Plaintiff and Class Members by  
9 wrongfully refusing to return the cash.

10          51.     Defendant's policies and practices with respect to low-value Gift Cards caused  
11 Plaintiff and Class Members damage by depriving them of the value of their property and instead  
12 having the value thereof inure to the benefit of Defendant.

13          52.     Defendant's conduct constitutes conversion and entitles Plaintiff and Class Members  
14 to compensatory damages, retribute, disgorgement of ill-gotten gains, injunctive relief, and  
15 attorneys' fees pursuant to *Code of Civil Procedure* Section 1021.5. Defendant's conduct as alleged  
16 herein is oppressive, fraudulent, and malicious, entitling Plaintiff and Class Members to punitive  
17 damages.

18                                   **FOURTH CAUSE OF ACTION**  
19                                   **Common Count for Money Had and Received**  
                                     **(on Behalf of Plaintiff and the Class)**

20          53.     Plaintiff incorporates by reference each of the allegations contained in the preceding  
21 paragraphs.

22          54.     Defendant received money intended to be used for the benefit of Plaintiff and Class  
23 Members.

24          55.     The money was not used for the benefit of Plaintiff and Class Members.

25          56.     Defendant has not given the money to Plaintiff and Class Members.

26                                   **FIFTH CAUSE OF ACTION**  
27                                   **Violation of *California Business & Professions Code* §§ 17200, *et seq.***  
                                     **(on Behalf of Plaintiff and the Class)**

1           57. Plaintiff incorporates by reference each of the allegations contained in the preceding  
2 paragraphs.

3           58. Defendant need only have violated one of the various provisions of the Unfair  
4 Competition Law to be found strictly liable under this cause of action.

5           59. Defendant's ongoing acts and practices, as set forth above, were false, misleading,  
6 and/or likely to deceive the public within the meaning of *California Business & Professions Code*  
7 Sections 17200, *et seq.*

8           60. Defendant's conduct constitutes "unfair" business acts and practices within the  
9 meaning of *California Business and Professions Code* Sections 17200, *et seq.*, because any utility  
10 for Defendant's conduct is outweighed by the gravity of the consequences to Plaintiff and Class  
11 Members, and because its conduct was injurious to consumers, offended public policy, and was  
12 unethical and unscrupulous. Plaintiff also asserts a violation of public policy by Defendant's  
13 making false, untrue, and/or misleading statements, and omissions of fact, to consumers.  
14 Defendant's violation of consumer protection and unfair competition laws in California resulted in  
15 harm to consumers.

16           61. Defendant's conduct is also unlawful within the meaning of *California Business and*  
17 *Professions Code* Sections 17200, *et seq.*, because it constitutes a violation of *Civil Code* Section  
18 1749.5, among other laws. As set forth above, Defendant's acts and practices of failing to provide  
19 Plaintiff and Class Members cash back on gift cards with a stored value less than ten dollars violates  
20 *Civil Code* Section 1749.5 and *Civil Code* Sections 1750, *et seq.*, as well as constituting breach of  
21 contract and conversion, among other California laws.

22           62. Defendant's conduct constitutes a "fraudulent" business act and practice within the  
23 meaning of *California Business and Professions Code* Sections 17200, *et seq.*, because its practice  
24 leaves consumers with the false impression its Gift Cards are not redeemable for cash, unjustly  
25 enriching Defendant.

26           63. There are reasonable alternatives available to Defendant to further its legitimate  
27 business interests other than the conduct described herein.

28

1           64. Defendant's conduct caused and continues to cause injury to Plaintiff and Class  
2 Members. Plaintiff and Class Members suffer and will continue to suffer injury in fact, having lost  
3 money due to Defendant's refusal to redeem for cash Home Depot Gift Cards with values less than  
4 ten dollars.

5           65. Defendant has thus engaged in unlawful, unfair, and/or fraudulent business acts  
6 entitling Plaintiff and Class Members to judgment and equitable relief against Defendant, as set  
7 forth in the Prayer for Relief.

8           66. Additionally, pursuant to *Business and Professions Code* Section 17203, Plaintiff  
9 and Class Members seek an order requiring Defendant to immediately cease such unlawful, unfair,  
10 and fraudulent business practices and to correct its actions.

11           67. Defendant's conduct, as described above, violates *California Business & Professions*  
12 *Code* Sections 17200, *et seq.*, entitling Plaintiff and Class Members to restitution and injunctive  
13 relief.

14           68. To this day, Defendant continues to violate *California Business and Professions*  
15 *Code* Sections 17200, *et seq.*, by refusing to redeem in cash Home Depot gift cards with values less  
16 than ten dollars.

17           69. As a direct and proximate result of Defendant's violation of *California Business and*  
18 *Professions Code* Sections 17200, *et seq.*, Plaintiff and Class Members suffer and will continue to  
19 suffer injury in fact and actual damages.

20           70. As a proximate result of Defendant's violation of *California Business and*  
21 *Professions Code* Sections 17200, *et seq.*, Defendant is unjustly enriched and should make  
22 restitution to Plaintiff and Class Members or disgorge its ill-gotten profits pursuant to *Business &*  
23 *Professions Code* Section 17203.

24           71. Pursuant to *California Business & Professions Code* Section 17203, Plaintiff,  
25 individually and on behalf of the Class, seeks an order requiring Defendant to immediately cease  
26 such acts of unfair competition and enjoining Defendant from continuing to conduct business via  
27 the unlawful, fraudulent, or unfair business acts and practices complained of herein and from failing  
28 to fully disclose the true nature of its misrepresentations.

72. Plaintiff, on behalf of herself and all others similarly situated, further requests injunctive relief in the form of restitution and disgorgement and all other relief allowed under Section 17200, plus interest attorneys' fees and costs pursuant to, *inter alia*, *Code of Civil Procedure* Section 1021.5.

## PRAYER FOR RELIEF

73. Plaintiff, individually and on behalf of the members of the Class, respectfully requests the following relief:

- a. An order certifying the proposed Class, appointing Plaintiff as Representative of the Class, and designating the undersigned counsel as Class Counsel;
- b. An award to Plaintiff and the Class of compensatory, exemplary, and statutory damages, including punitive damages, as allowable, and including interest, in an amount according to proof;
- c. Punitive and exemplary damages under applicable law;
- d. Restitution and disgorgement of ill-gotten gains;
- e. Any applicable statutory or civil penalties;
- f. An order requiring Defendant to pay both pre-judgment and post-judgment interest on any amounts awarded;
- g. Any and all damages and remedies under the California Consumers Legal Remedies Act, as set forth above;
- h. For a public-wide injunction permanently enjoining Defendant from engaging in the violations of *Civil Code* Section 1770, including but not limited to subsection (a)(14);
- i. For a public-wide injunction requiring Defendant to promptly post notices at cash wraps in all its California locations, addressed to consumers, that any gift card holder may redeem Defendant's gift cards with a balance of less than ten dollars for cash;
- j. For a public-wide injunction requiring Defendant to provide training on *California Civil Code* Section 1749.5 to its California customer-facing

employees;

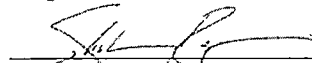
- k. For a public-wide injunction requiring Defendant to provide written instructions to its California customer-facing employees on how to ensure compliance with *California Civil Code* Section 1749.5 at all cash wraps;
- l. For attorneys' fees and costs of suit as authorized by statute including, but not limited to the provisions of *Civil Code* Section 1780 and *Code of Civil Procedure* Section 1021.5 and as authorized under the common fund doctrine and or as authorized by the substantial benefit doctrine;
- m. Leave to amend this Complaint to conform to the evidence produced in discovery and at trial; and
- n. Any such other and further relief the Court deems just and equitable.

Dated: September 29, 2025

Respectfully submitted,

Capstone Law APC

By: \_\_\_\_\_



Cody R. Padgett

Shahin Rezvani

Attorneys for Plaintiff and the proposed Class

**DEMAND FOR JURY TRIAL**

Pursuant to *Code of Civil Procedure* Section 631, Plaintiff hereby demands a jury trial on all issues so triable.

Dated: September 29, 2025

Respectfully submitted,

Capstone Law APC

By: \_\_\_\_\_

Cody R. Padgett

Shahin Rezvani

Attorneys for Plaintiff and the proposed Class

# EXHIBIT A

**VENUE DECLARATION**

I, Shahin Rezvani, say that:

1. I am an attorney with the law firm of Capstone Law APC and am admitted to practice before this court. I make this declaration based on my personal knowledge except for those matters stated herein which are based on information and belief, and as to those matters, I believe them to be true. I am over the age of eighteen, a citizen of the State of California, and counsel for Plaintiff in this action.

2. Pursuant to California Civil Code Section 1780(d), this declaration is submitted in support of Plaintiff's Selection of Venue for the Trial of Plaintiff's Cause of Action alleging violation of California's Consumers Legal Remedies Act.

3. Pursuant to Civil Code Section 1780(d), the Superior Court of California for the County of Riverside is a proper court for the trial of this action because Defendant is doing business within the County of Riverside.

4. Plaintiff EVA BEDOY is a resident of Indio, California, in Riverside County. In or around January 2025, Plaintiff visited a Home Depot location in Indio, California in Riverside County (located at 42100 Jackson Street, Indio, California 92203) with a Home Depot Gift Card. Plaintiff purchased items using the Gift Card to pay for the items.

5. Based on the facts set forth herein, this court is a proper venue for the prosecution of Plaintiff's Cause of Action alleging violation of California's Consumers Legal Remedies Act because Plaintiff resides in Indio, California, and visited a Home Depot location in Indio, California with a Home Depot Gift Card. She purchased items using the Gift Card to pay for the items. Accordingly, a substantial portion of the events giving rise to her claims occurred in Riverside County.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.

Executed September 29, 2025, at Santa Monica, California.

  
Shahin Rezvani

Electronically FILED by Superior Court of California, County of Riverside on 10/10/2025 09:16 AM  
Case Number CVRI2505278 0000144672484 - Jason B. Galkin, Executive Officer/Clerk of the Court By Kenneth Thomsen, Clerk

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Cody R. Padgett (SBN 275553); Shahin Rezvani (SBN 199614) Capstone Law APC, 1875 Century Park East, Suite 1860, Los Angeles, CA 90067		<b>FOR COURT USE ONLY</b>	
TELEPHONE NO.: (310) 556-4811 FAX NO.: (310) 943-0396 EMAIL ADDRESS: Shahin.Rezvani@capstonelawyers.com ATTORNEY FOR (Name): Plaintiff Eva Bedoy			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> STREET ADDRESS: 4050 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Riverside, CA 92508 BRANCH NAME: Riverside Superior Court			
CASE NAME: Eva Bedoy v. Home Depot U.S.A., Inc.			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$35,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$35,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <div style="text-align: right; font-size: 1.2em;">CVRI2505278</div>
		JUDGE: DEPT.:	

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint ( <i>not specified above</i> ) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition ( <i>not specified above</i> ) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): Five (5)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)
- Date: 9/29/2025  
Shahin Rezvani

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

**INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET****CM-010**

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

**CASE TYPES AND EXAMPLES****Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability *(not asbestos or toxic/environmental)* (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice *(not medical or legal)*  
Other Non-PI/PD/WD Tort (35)

**Employment**

Wrongful Termination (36)  
Other Employment (15)

**Contract**

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract *(not unlawful detainer or wrongful eviction)*  
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage *(not provisionally complex)* (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

**Real Property**

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

**Unlawful Detainer**

Commercial (31)  
Residential (32)  
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

**Judicial Review**

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims  
*(arising from provisionally complex case type listed above)* (41)

**Enforcement of Judgment**

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment *(non-domestic relations)*  
Sister State Judgment  
Administrative Agency Award *(not unpaid taxes)*  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**

RICO (27)  
Other Complaint *(not specified above)* (42)  
Declaratory Relief Only  
Injunctive Relief Only *(non-harassment)*  
Mechanics Lien  
Other Commercial Complaint Case *(non-tort/non-complex)*  
Other Civil Complaint *(non-tort/non-complex)*

**Miscellaneous Civil Petition**

Partnership and Corporate Governance (21)  
Other Petition *(not specified above)* (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

☐ **MORENO VALLEY** 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553  
☐ **MURRIETA** 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563  
☐ **PALM SPRINGS** 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262  
☒ **RIVERSIDE** 4050 Main St., Riverside, CA 92501

**Page 1 of 1**  
Local Rule 3117  
riverside.courts.ca.gov

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

Historic Court House  
4050 Main Street, Riverside, CA 92501  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

**Case Number:** CVRI2505278

**Case Name:** BEDOY vs HOME DEPOT U.S.A., INC.

**NOTICE OF DEPARTMENT ASSIGNMENT**



The above entitled case is assigned to the Honorable Harold W. Hopp in Department 1 for All Purposes.

Any disqualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at <http://riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form ( <a href="https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf">https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf</a> ) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing <a href="mailto:ADA@riverside.courts.ca.gov">ADA@riverside.courts.ca.gov</a> to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 10/10/2025

JASON B. GALKIN,  
Court Executive Officer/Clerk of the Court

by:



A. Brown, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

Historic Court House  
4050 Main Street, Riverside, CA 92501  
www.riverside.courts.ca.gov

**Case Number:** CVRI2505278

**Case Name:** BEDOY vs HOME DEPOT U.S.A., INC.

HOME DEPOT U.S.A., INC.

**NOTICE OF CASE MANAGEMENT CONFERENCE**

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
12/09/2025	8:30 AM	Department 1
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.



The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

**Remote Appearance at Hearing:** The court **strongly encourages** parties and counsel to appear remotely for non-evidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 160-638-4172 #  
Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

	Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form ( <a href="https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf">https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf</a> ) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.
	Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A <i>Request for Accommodations by Persons With Disabilities and Order</i> (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Notice has been printed for the following Firm/Attorneys or Parties: CVRI2505278

REZVANI, SHAHIN  
1875 CENTURY PARK EAST, SUITE 1860  
Los Angeles, CA 90067

BEDOY, EVA

HOME DEPOT U.S.A., INC.



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
www.riverside.courts.ca.gov

**Self-represented parties:** <https://www.riverside.courts.ca.gov/SelfHelp/self-help.php>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –  
INFORMATION PACKAGE**

**\*\*\* THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE  
ON EACH PARTY WITH THE COMPLAINT. \*\*\***

**What is ADR?**

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

**Advantages of ADR:**

- ✍ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ✍ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ✍ More control: Parties choose their ADR process and provider.
- ✍ Less stressful: ADR is done informally in private offices, not public courtrooms.

**Disadvantages of ADR:**

- ✍ No public trial: Parties do not get a decision by a judge or jury.
- ✍ Costs: Parties may have to pay for both ADR and litigation.

**Main Types of ADR:**

**Mediation:** In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

**Mediation may be appropriate when the parties:**

- ✍ want to work out a solution but need help from a neutral person; or
- ✍ have communication problems or strong emotions that interfere with resolution; or
- ✍ have a continuing business or personal relationship.

**Mediation is not appropriate when the parties:**

- ✍ want their public "day in court" or a judicial determination on points of law or fact;
- ✍ lack equal bargaining power or have a history of physical/emotional abuse.

**Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- ⌚ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⌚ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⌚ do not want to give up their right to trial (binding arbitration)

**Settlement Conferences:** Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

**RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS**

ADR Information and forms are posted on the ADR website:  
<https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php>

**General Policy:**

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

**Court-Ordered ADR:**

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

**Private ADR (for cases not ordered to arbitration or mediation):**

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

**BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:**

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
  - ⌚ Your preferences for mediation or arbitration.
  - ⌚ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

**RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:**

- ⌚ The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <https://adr.riverside.courts.ca.gov/Home/CivilMedPanel> or ask for the list in the civil clerk's office, attorney window.
- ⌚ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
  - Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
  - Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900
  - Chapman University School of Law Mediation Clinic (services only available at the court)

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- |   |  |
|---|--|
| <input type="checkbox"/> BLYTHE 265 N. Broadway, Blythe, CA 92225                       | <input type="checkbox"/> MURRIETA 30755-D Auld Rd., Murrieta, CA 92563                 |
| <input type="checkbox"/> CORONA 505 S. Buena Vista, Rm. 201, Corona, CA 92882           | <input type="checkbox"/> PALM SPRINGS 3255 Tahquitz Canyon Way, Palm Springs, CA 92262 |
| <input type="checkbox"/> MORENO VALLEY 13800 Heacock St. #D201, Moreno Valley, CA 92553 | <input type="checkbox"/> RIVERSIDE 4050 Main St., Riverside, CA 92501                  |

RI-ADR001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)     TELEPHONE NO: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY     CASE NUMBER: _____  CASE MANAGEMENT CONFERENCE DATE(S): _____
PLAINTIFF/PETITIONER: _____  DEFENDANT/RESPONDENT: _____	

**STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)**  
(CRC 3.2221; Local Rule, Title 3, Division 2)

**Court-Ordered ADR:**

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

- ☐ Mediation                      ☐ Judicial Arbitration (non-binding)

**Private ADR:**

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

- ☐ Mediation                      ☐ Judicial Arbitration (non-binding)  
☐ Binding Arbitration      ☐ Other (describe): \_\_\_\_\_

Proposed date to complete ADR: \_\_\_\_\_

**SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.**

_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)
_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)
_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)
_____ (PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	_____ (SIGNATURE OF PARTY OR ATTORNEY)	_____ (DATE)

## SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

CASE TITLE: Bedoy v. Home Depot, U.S.A. Inc.

Department 1

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

CASE NO.: CVRI2505278

DATE: October 16, 2025

**OCT 17 2025**

PROCEEDING: Class Action Case Management Order #1

L. Melendrez *LM*

Unless otherwise ordered, this Case Management Order ("CMO") shall govern the management of this case.

**SM2**

OCT 20 2025

A. IN GENERAL

1. The Court finds that this is a complex case. *Cal. Rules of Court*, rules 3.400(c)(6), 3.403(b). The clerk shall impose fees accordingly. The court will entertain objections to this designation at the next Case Management Conference or status conference.
2. This case has been assigned to Department 1, Judge Harold W. Hopp, for all purposes, including case management, law and motion, and trial.
3. The plaintiff shall serve a copy of this CMO on any defendant who has not yet appeared, and shall file proof of service promptly thereafter.

B. CASE MANAGEMENT AND THE CASE PROGRESSION PLAN

1. The Court finds that this case involves exceptional circumstances that are likely to prevent this case from meeting the goals and deadlines set by *California Rules of Court*, rule 3.713(b). Accordingly, this case is exempt from those case disposition time goals. *Id.*, rule 3.714(c)(1). With the input from the parties, the Court shall develop a case progression plan with the goal of disposing of the case within three years. *Id.*, rule 3.714(c)(2).
2. Prior to the next Status Hearing or Case Management Conference, counsel for the parties shall meet and confer regarding the joint statement required by RSC Local Rule 3160.
3. Not later than five court days in advance of the next Status Hearing or Case Management Conference, all parties that have appeared shall file the joint statement required by rule 3160 instead of Judicial Council form CM-110 [case management statement]. In addition to the items listed in Rule 3160, the statement shall:
  - a. Advise the Court whether any of the parties or their counsel are aware of any other class action, putative class action, or other type of representative or collective action in this or any other jurisdiction that asserts claims similar to those here on behalf of

a class, putative class, or other group of individuals that in any way overlaps with the putative class alleged here.

- b. Describe the parties' case progression plan, which shall include at least (i) a statement as to whether the parties agree to pursue mediation and (ii) a plan of the informal discovery and any formal discovery to be conducted in preparation for mediation, class certification, or both.
4. At least five court days before any subsequent Case Management Conference, Status Hearing, or Trial Setting Conference, the parties shall file a joint statement that:
  - a. Describes the status of the case, including (i) the results of any mediation or other settlement efforts, (ii) the degree to which the case progression plan has been implemented and (iii) any changes or additions to the case progression plan; and
  - b. Identifies any issues or concerns that either party wishes to discuss with the Court.
5. If mediation is unsuccessful, the case progression plan shall be expanded prior to the next status conference to include (a) a pre-certification discovery schedule, (b) a deadline for filing a motion for class certification, and a proposed briefing schedule for that motion.
6. The Court will rely on the parties' joint statements in conducting Case Management Conferences and Status Conferences and, where appropriate, will make orders without holding a formal hearing.

C. ALTERNATIVE DISPUTE RESOLUTION

The court expects the parties to engage in private mediation at the earliest practicable time, i.e., as soon as all parties have obtained – preferably through informal means – sufficient information from the opposing party(s) to enable them to engage in meaningful mediation. If the parties believe that another form of alternative dispute resolution is appropriate for this action, they should explain this in their joint reports as soon as practicable.

D. DISCOVERY

1. Counsel are encouraged to engage in informal discovery rather than relying on formal discovery. The Court does not stay or otherwise limit informal discovery.
2. The discovery stay under RSC Local Rule 3160(B) is vacated as to interrogatories concerning the identity of and contact information for members of the putative class. Any such interrogatories propounded by the plaintiff to the defendant shall be accompanied by (a) a proposed *Belaire West* notice, (b) the name of a proposed third-party administrator, and (c) a proposal regarding the allocation of the cost of the notice.
3. All other formal discovery concerning class-certification issues is stayed pending further order of the court. Requests for leave to propound formal discovery concerning class-certification issues may be made either by submitting a declaration and proposed order or

by making an oral request at status conferences or at informal conferences with the Court in accordance with paragraph 5 below. The Court will grant such a request if the applicant demonstrates:

- a. That the parties have met and conferred to discuss both (i) the scope and sources of the information needed either to permit a meaningful mediation or to support or oppose a class-certification motion and (ii) whether the parties would agree to exchange that information informally;
  - b. That the parties were unable to reach an agreement; and
  - c. The discovery is reasonably necessary either (i) to permit a meaningful mediation or (ii) to make or oppose a certification motion.
4. All formal discovery concerning solely the merits of the plaintiff's claims (as opposed to whether a class should be certified to prosecute those claims) is stayed until a motion regarding class certification has been granted.
  5. No discovery motions may be filed without leave of court. If a discovery dispute arises:
    - a. The parties shall meet and confer either in person or by telephone in a good-faith effort to resolve the dispute. If, despite that effort, the parties are unable to resolve the dispute, then counsel shall contact the clerk of this department to schedule an informal conference at which the court will discuss the dispute with counsel and, if not resolved to the parties' satisfaction, will consider any request for leave to file a formal motion.
    - b. The conference may be conducted by telephone or in person, as counsel prefer. Prior to the conference, the party seeking relief shall provide the clerk of this department with a brief (two-to-three sentence) description in writing of the reason for the conference. If the conference is to be by telephone, counsel shall also provide the clerk with the call-in telephone number and passcode.
    - c. If the opposing side will not agree to participate in the informal conference, then the moving party shall bring an ex parte application for leave to file a discovery motion.

#### **E. REQUESTS FOR DISMISSAL OF CLASS CLAIMS**

If the plaintiff seeks to dismiss or otherwise abandon either the entire action, any cause of action asserted on behalf of the putative class, or any defendant against whom any cause of action is asserted on behalf of the class, Court approval must be sought as follows:

1. The plaintiff shall not use the preprinted Request for Dismissal, Judicial Council form CIV-110. Instead, the request shall be made by the submission to the court of an Application for Dismissal that includes: (a) a declaration from plaintiff's counsel; (b) a declaration from each named plaintiff; and (c) a proposed order of dismissal.

2. The declarations shall state whether the plaintiff has attempted to settle the plaintiff's individual claims, and if so, the status of those negotiations.
3. The declarations must comply with *California Rules of Court*, rule 3.770(a), pertaining to any consideration being paid for the dismissal. Because the purpose of that rule is to avoid collusion between the parties to the detriment of the potential class members, the showing must be made by declaration rather than by stipulation.
4. If the dismissal is in exchange for any consideration other than a waiver of costs, the declaration of plaintiff's counsel shall authenticate a fully executed copy of any settlement agreement. In addition, the declaration shall address each of the following:
  - a. What is the form and value of the consideration, how was it calculated, and to whom is it to be paid?
  - b. Is the plaintiff required to execute a release in addition to a dismissal? If so, what is the scope of that release?
  - c. How is the retention of that consideration either by the plaintiff or the plaintiff's attorney consistent with their respective fiduciary duties to the class? In particular, if the plaintiff has negotiated a settlement of any individual claim against any defendant separate from the representative claims, and that settlement provides for the payment to any plaintiff of consideration other than a waiver of costs, the declaration shall as to each such individual claim:
    - i. Estimate both (A) the total amount of damages, monetary penalties, attorney's fees and costs, interest, or other relief that the plaintiff would be awarded if the action were entirely successful at trial on that claim, and (B) the total amount of damages, monetary penalties, attorney's fees and costs, interest, or other relief that the plaintiff could reasonably expect to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks;
    - ii. Briefly describe the basis for those estimates; and
    - iii. Describe the form and value of the consideration to be paid in satisfaction of that claim.
5. The declarations by plaintiff and plaintiff's counsel shall state (a) whether the declarant has ever informed any of the putative class members – whether formally or informally, orally or in writing, individually or as a group – of the preparation, filing, or pendency of the action, and (b) if so, both (i) the nature and extent of that information and (ii) whether the declarant knows or has a means of discovering the name and mailing address of the putative class member or members to whom that information was communicated.
6. If the dismissal is in exchange for no consideration other than a waiver of costs, the request shall explain the reason for the dismissal. If the reason is that the named plaintiff no longer wishes to prosecute the case on behalf of the putative class:

- a. The plaintiff shall explain the reason for his or her change of heart. Simply stating that the plaintiff no longer wishes to represent the class is not sufficient.
  - b. The plaintiff's counsel shall explain why counsel wishes to abandon the class claims rather than locate a new class representative.
7. Any request shall explain why the putative class members will not be prejudiced by the requested dismissal.

F. MOTIONS & APPLICATIONS GENERALLY

1. A party making an ex parte application must, inter alia, "[a]ttempt to determine whether the opposing party will appear to oppose the application." *Cal. Rules of Court*, rule 3.1204(a)(2). That attempt shall be made by telephone. Written notice asking the opposing party to inform the moving party of the opposing party's intentions is not sufficient.
2. A party desiring an order shortening time for notice of a motion shall not bring an ex parte application for such an order until that party has first (a) reserved the earliest available hearing date for the motion and (b) filed the motion. The Court will not deem the ex parte application as constituting the motion to be heard.

G. MOTIONS FOR PRELIMINARY APPROVAL OF SETTLEMENT

If the matter is settled, a motion for preliminary approval of the settlement must be filed. All applications for such approval shall be made by noticed motion, and shall be supported by declaration. In order to aid the Court's review, all declarations filed in support of a motion for preliminary approval shall include appropriate headings that identify the specific paragraph of Section G which is being addressed. For example, counsel's estimate of the number of individuals in the class should be preceded by a heading that identifies G(3)(a)(1), and counsel's estimate of the recovery by the average class member if the settlement were approved should be preceded by heading that identifies G(3)(a)(iv).

1. Settlement Agreements in General
  - a. The settlement agreement shall not provide that any order, notice, form, or judgment shall include any provision that this order prohibits from being included in such a document. (See §§ G.3 through G.9, *infra*.)
  - b. The settlement agreement shall be written, signed by all necessary parties, and filed, either in the form of a separate stipulation or as an authenticated attachment to a declaration of counsel.
2. Notices of Settlement

Regardless of the terms of the proposed settlement, counsel shall not file a Notice of Settlement of Entire Case (Judicial Council form CM-200).

3. The Motion in General

- a. The motion shall be supported by a declaration from the plaintiff's attorney that, inter alia:
  - i. Sets forth the attorney's estimate of the number of individuals in the class.
  - ii. (A) Sets forth the attorney's estimate of the total amount of damages, monetary penalties or other relief that the class would be awarded on each claim if that claim were entirely successful at trial; (B) explains how that estimate was calculated; and (C) states the collective total for all of the claims.
  - iii. Sets forth: (A) the attorney's estimate as to each claim of the total amount of damages, monetary penalties or other relief that the class could reasonably expect to be awarded at trial, taking into account difficulties of proof, the defendant's defenses, and other attendant risks; (B) the attorney's reasons for those estimates; (C) and the likely award at trial for all claims collectively.
  - iv. Sets forth the attorney's estimate of the recovery by the average class member if the settlement were approved. If the recovery by different class members will vary, the attorney shall also estimate the range (high and low) of possible recoveries.
  - v. Describes in detail the nature and extent of the formal and informal discovery exchanged and other factual investigation conducted to determine the size of the class and the strength of the class claims.
  - vi. States (A) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (B) whether the attorney made reasonable inquiry of other members of the attorney's law firm and any associated law firm to determine whether those individuals are aware of any such similar actions. If any such similar actions are known to exist, the declaration shall also state (C) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.
- b. The motion shall be supported by a declaration from the defendant's attorney that states (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this

action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.

- c. The motion shall describe how the value of any uncashed checks, unpaid cash residue, or other unclaimed or abandoned funds will be distributed.
  - i. The Court believes that redistribution of the value of uncashed settlement check to those class members who have cashed their checks will better serve the public interest and the interest of the class than distribution in the manner otherwise prescribed by *California Code of Civil Procedure* section 384(b). If one or more of the parties disagree, then the motion shall be supported by a declaration from a party or the party's counsel explaining the factual basis for the disagreement.
  - ii. If the parties propose to pay any unclaimed funds to a charitable organization, the motion shall be supported by a declaration from a knowledgeable person from the proposed recipient. The declaration shall:
    - A. Establish that the recipient is a nonprofit organization, foundation, or program of the type described in that subdivision.
    - B. Describe the history of the recipient, the types of projects that it has conducted or supported over the last five years, and any particular use to which it would intend to devote the unpaid residue if received.
    - C. Describe the geographic area in which the recipient operates in general, and the nature and extent of the services it provides in Riverside County in particular.
  - iii. The declarations of the attorneys for the plaintiff and for the defendant shall describe both (A) any relationship between the proposed recipient and (1) any class representative or other party, (2) any officer, director, or manager of any party, or (3) any attorney or law firm for any party, and (B) the inquiries the attorney made to determine whether there is any such relationship.
- d. If the settlement contemplates the use of an administrator to implement the terms of the settlement, the motion shall be supported by:
  - i. A declaration from the plaintiff's attorney, stating whether bids were sought from multiple potential administrators and, if so, the results of that competitive bidding. If the parties did not select the lowest bidder, the declaration shall explain that decision.
  - ii. A declaration from the administrator describing:
    - A. The administrator's experience;

- B. The fee to be charged by the administrator to perform the services described in the settlement agreement and proposed order;
  - C. Whether that fee is (1) fixed, (2) hourly, or (3) hourly with a cap; and
  - D. How the fee was calculated.
- e. Any release to be given by the participating class members (other than the class representatives) shall be limited to:
  - i. The defendants named in the complaint, together with their officers, directors, employees and agents. If any other parties are sought to be released, the motion shall both (A) identify those other parties by name and (B) explain the facts that justify their inclusion.
  - ii. The claims stated in the complaint and those based solely upon the facts alleged in the complaint.
  - iii. Liability that arose during the class period as defined by the settlement agreement.
- f. If notice is not to be given by first class mail to addresses believed to be current, the motion shall discuss the proposed method of giving notice, the alternative methods considered, and the reasons that the proposed method is the one most likely to give actual notice to the greatest number of class members.
- g. If the settlement requires any of the class members to submit claims, the motion shall explain why a claim process is reasonably necessary. If the defendant knows (A) the identity of the class members, (B) their addresses or former addresses, and (C) the facts necessary to calculate the recovery of each class member, the Court will require a strong showing of necessity for a claims process.
- h. If the settlement provides that any portion of the consideration paid or deposited by the defendant may revert to the defendant, the motion shall explain (i) the circumstances under which that reversion would occur, (ii) the maximum amount of any reversion, and (iii) why that reversion is fair.
- i. The motion shall describe how individual settlement payments will be allocated for tax purposes.
- k. The documents that will be read by or used by the class members – the proposed notice, objection form, exclusion form, and any claim form – shall be drafted in a manner that is likely to be readily understood by the members of the class.
  - i. In particular, they shall not contain any Latin terms (such as et al. and et seq.), any legal terms of art, or any unfamiliar symbols or abbreviations (such as §, LLC, and IWO).
  - ii. To assist the Court in determining whether those documents comply with that directive, the motion shall be supported by a declaration of the defendant

on personal knowledge concerning the likely age, education, and experience of the class members, and of their ability to read and comprehend English.

4. The Proposed Order

- a. The motion shall be accompanied by a separate proposed order which shall include, as attachments to the order, the proposed notice (*Cal. Rules of Court*, rule 3.769(e)), proposed exclusion form, proposed objection form, any proposed claim form, and any other form that is proposed to accompany the notice. The Court is likely to modify those proposed forms. Therefore, the Court will not issue an order that merely incorporates by reference the forms attached to the settlement agreement.
- b. The settlement agreement shall not be attached to the order.
- c. Counsel shall carefully review both the terms and the terminology of the order and accompanying forms (notice, objection form, exclusion form, and any claim form) to confirm that the various documents are internally consistent, consistent with each other, and consistent with the settlement agreement.
- d. The order shall state the name of any settlement administrator, and shall describe the nature of the services that the administrator will be required to perform, either directly or by reference to the settlement agreement.
- e. The order shall provide that the notice shall be accompanied by an exclusion form that the class members may use. The order shall provide that any exclusion form shall be submitted to the settlement administrator rather than filed with the court. The order shall not require the class member to send copies of the exclusion form to counsel, but may require the settlement administrator to do so. The order shall provide that the settlement administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every exclusion form received by the administrator.
- f. The proposed order shall provide that the notice shall be accompanied by an objection form that the class members may use. The order shall provide that any objection shall be submitted to the settlement administrator rather than filed with the court. The order shall not require the class member to send copies of the objection form to counsel, but may require the settlement administrator to do so. The order shall provide that the settlement administrator shall file a declaration concurrently with the filing of any motion for final approval, authenticating a copy of every objection form received by the administrator.
- g. Neither the order, the notice, nor the objection form shall require an objecting party to do either of the following, either personally or through counsel:
  - i. To appear at the hearing on the motion for final approval for that party's objection to be considered.
  - ii. To file or serve, or to state in the objection, a notice of intention to appear at the hearing on the motion for final approval.

- h. The order shall provide a proposed date for the Final Approval Hearing. The order shall require that either counsel or the administrator must give notice to any objecting party of any continuance of the hearing of the motion for final approval.
- i. Neither the order nor the notice shall purport to enjoin the class members from filing any actions or administrative claims or proceedings pending the final hearing on the settlement, or for any other period.
- j. If notice is to be given by mail, and if the class members will be required to submit a claim form, the order shall provide:
  - i. That the notice be accompanied by a stamped envelope addressed to the claims administrator; and
  - ii. That the claims administrator be required to send a reminder notice to every class member from whom no claim or exclusion request is received within 30 days of mailing the notice.

5. The Proposed Notice

- a. The notice shall include an estimate of the likely recovery by the individual class member to whom the notice is sent, if known. If it is not known, the notice shall include an estimate of the likely recovery by the average class member. If the recovery by different members will vary, the notice shall also include an estimate of the range of possible recoveries.
- b. To avoid discouraging any dissenting class members from objecting to the proposed settlement, the notice shall clearly indicate that the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.
- c. The notice shall advise the class members of where they can find the settlement agreement, by describing (i) the full title and filing date either of the settlement agreement or of the declaration or other document to which the agreement was attached when filed with the Court, (ii) the address of the courthouse to which the case is assigned, and (iii) the address of the court's website at which the case file can be viewed on-line.
- d. Neither the notice nor the documents enclosed with it shall describe any settlement administrator as the "claims administrator" unless the class members are required to submit claims.
- e. The notice shall include a description of any release being given by the class members.

6. The Proposed Claim Form

The information required to be provided by the class member on any claim form shall not exceed the minimum information necessary to (a) identify the claimant, (b) process the claim, and (c) contact the claimant to clarify any uncertainties.

7. The Proposed Objection Form

- a. The objection form shall (i) instruct the objecting class member that the objection must be mailed or delivered to the settlement administrator, (ii) state the name and address of the settlement administrator, and (iii) state the date by which the objection must be mailed or otherwise delivered.
- b. The information required to be provided by an objecting class member on the objection form shall not exceed the minimum information necessary to (i) identify the objector as a person entitled to object to the settlement, (ii) describe the nature of and basis for the objection, and (iii) contact the objector to clarify any uncertainties.
- c. If a claim must be submitted to participate in the settlement, the objection form shall remind the objector that, to participate in the settlement in the event that the objection is overruled, the objector must also submit a claim.

8. The Proposed Exclusion Form

- a. The exclusion form shall (i) instruct the class member seeking exclusion that the exclusion form must be mailed or delivered to the settlement administrator, (ii) state the name and address of the settlement administrator, and (iii) state the date by which the exclusion form must be mailed or otherwise delivered.
- b. The information required to be provided by a class member on the exclusion form shall not exceed the minimum information necessary to (i) identify the person as a class member and (ii) contact the person to clarify any uncertainties.

9. Revised Documents

If the Court either denies the motion or continues the hearing on the motion, and if the plaintiff thereafter files any amended settlement agreement, order, notice or form in support of either that motion or a renewed motion, the plaintiff shall file a declaration authenticating a “red-lined” version of the amended document, showing how the earlier version was modified.

H. MOTIONS FOR FINAL APPROVAL OF A SETTLEMENT

If a motion for preliminary approval is granted, the plaintiff must thereafter move for final approval of the settlement.

1. The order granting preliminary approval will set the date for the hearing on the plaintiff's motion for final approval. Promptly after the entry of that order, the plaintiff shall reserve a law and motion hearing on the date set in the order.

2. Any request for a “service,” “enhancement,” or “incentive” payment to a named class representative shall be supported by a declaration from the proposed recipient in which the declarant:
  - a. Describes the services performed by the declarant to further the prosecution of the action;
  - b. Estimates the time incurred by the declarant in performing those services;
  - c. Describes any risks assumed or benefits received by the declarant in prosecuting the action;
  - d. Describes any adverse consequences actually suffered by the declarant as a result of prosecuting the action; and
  - e. States the amount that the declarant expects to receive as a class member.
3. Any request of attorney’s fees shall be supported by a declaration of plaintiff’s counsel that provides evidence of the total amount of time spent by counsel, a description of the work performed, the reasonableness of the fees charged and a detailed description of the costs actually incurred. Additionally, if relevant, the request for fees shall also advise the Court whether there is an agreement about how attorney fees will be paid, including fee splitting, and whether the client(s) has been given written notice.
4. Any request for compensation for expenses incurred by the plaintiff’s attorneys shall be supported by a detailed declaration or other evidence describing the date, nature, and amount of each expense incurred.
5. The motion shall be accompanied by a declaration from the settlement administrator. That declaration shall:
  - a. Describe both (i) the administrator’s distribution of the notice, objection form, exclusion form, and any claim form, and (ii) the results thereof. If claims are required, the declaration shall describe the number of claims received and the total value of the claims. The declaration shall clearly distinguish between valid forms and any forms that are untimely, incomplete, or otherwise invalid.
  - b. Attach and authenticate (i) a copy of the final version of the notice and of all forms enclosed with it, including the objection form, the exclusion form, and any claim form, (ii) a copy of every objection form received, and (iii) a copy of every exclusion form received. If the reasons stated on any objection form are in a language other than English, the administrator shall include a translation into English.
  - c. Describe (i) the services performed by the administrator to the date of the declaration, (ii) the time and expenses incurred to perform those services, and (iii) either the fee charged for those the services or the agreed-upon flat fee.

- d. Describe (i) the services to be performed by the administrator after the date of the declaration, (ii) the estimated time and expenses needed to perform those services, and (iii) either the estimated fee for those the services or the agreed-upon flat fee.
6. The motion shall be accompanied by a proposed judgment or, if counsel prefer, a proposed combined order and judgment.
7. The judgment shall require that:
  - a. Any envelope transmitting a settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
  - b. Any settlement distribution check shall be negotiable for at least 90 days but not more than 180 days from the date of mailing.
  - c. The administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within 60 days after the date of mailing.
  - d. If (i) any of the class members are current employees of the defendant, (ii) the distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange with the defendant to have those distributions delivered to the employees at their place of employment.
8. The first reference in the judgment to the settlement agreement shall include a statement of (a) the title of the settlement agreement, (b) the date the agreement was filed, and (c) the name of the document to which the agreement was attached, if any.
9. The judgment shall state the names of any class members who excluded themselves from the settlement, if any.
10. If multiple law firms represent the plaintiff, the judgment shall separately state the fees and expenses to be paid to each firm.
11. If the settlement agreement provides for the distribution of any funds to a *cy pres* recipient, the judgment shall state the recipient's name and address, and shall describe the circumstances under which funds would be paid to that recipient.
12. The judgment shall not:
  - a. Expose the class members to a potential contempt charge by barring or otherwise enjoining the class members from prosecuting the released claims.
  - b. Include a provision that the class members shall be deemed to have agreed not to sue on any released claims, or any other provision that may expose the class members to potential liability for either breach of contract or misrepresentation.
  - c. Provide for the dismissal of the action. (Cal. Rules of Court, rule 3.769(h).)
13. The judgment may restrict the plaintiff and the defendant from offering the settlement agreement into evidence in actions between each other, but shall not purport to prevent

other parties from doing so or to otherwise predetermine its admissibility in litigation involving third parties.

14. The judgment shall describe both the text of the notice of entry of judgment to be given to the class members *California Rules of Court*, rule 3.771(b), the party or person required to give that notice, and the manner in which that notice is to be given.
15. If the Court either denies the motion for final approval or continues the hearing on the motion, and if the plaintiff thereafter files any amended proposed order or judgment, or other document in support of either that motion or a renewed motion, the plaintiff shall file a declaration authenticating a “red-lined” version of the amended document, showing how the earlier version was modified.
16. The order granting the motion for final approval shall provide a date for the Final Report (Nonappearance) Hearing and a deadline for the filing of a report concerning the amount of money distributed.

I. FINAL REPORT (NONAPPEARANCE) HEARING

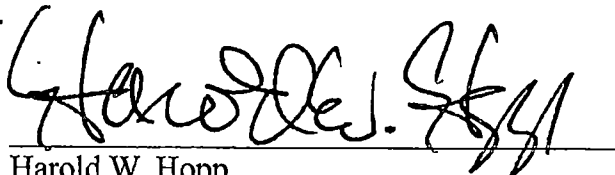
Any report pursuant to *California Code of Civil Procedure* section 384(b), shall be filed within 5 court days of the nonappearance hearing and shall be in the form of a declaration from the administrator or other declarant with personal knowledge of the facts, and, if there is unpaid residue to be distributed, shall be accompanied by a proposed amended judgment. The report shall be in the form of a declaration from the settlement administrator or other declarant with personal knowledge of the facts, and to describe (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

If applicable, the proposed amended judgment shall require counsel for Plaintiff to send a copy of any amended judgment which distributes funds to a cy pres recipient to the Judicial Council in compliance with *California Code of Civil Procedure* section 384.5. Further the correspondence by counsel shall include a cover letter providing the Judicial Council with the information required pursuant to *California Government Code* section 68520. Proof of Service shall be filed with the court within 15 days of the filing of the judgment.

J. MOTIONS REGARDING CLASS CERTIFICATION

1. No motion for class certification or to deny class certification shall be filed without leave of court. Before leave to file such a motion is requested, the Court expects the parties to have exhausted efforts to mediate a resolution of the case.

2. At the time that the Court grants leave of court to file either a motion for class certification or a motion denying class certification, the Court will also establish a briefing schedule and will set a status conference on a date after the reply brief is due. At the status conference, the Court will determine the date on which the motion will be heard. The hearing date may be far enough in the future to allow for further mediation.
3. If multiple classes or subclasses are alleged, the motion shall address the issues of definition, ascertainability and numerosity separately as to each class or subclass.
4. If multiple class representatives are proposed, the motion shall address the issues of typicality and adequacy of representation separately as to each representative.
5. If multiple class claims are alleged, the motion shall address the issue of whether common questions of law and fact predominate separately as to each such claim.
6. A motion for class certification shall include:
  - a. A trial plan that explains how the plaintiff will establish a prima facie case at trial. If the plaintiff intends to rely upon statistical evidence to prove any portion of any class claim, the plan shall describe that evidence and how it will be used to promote manageability. If the defendant has raised any affirmative defenses that rely upon individual evidence, the plan that explains how those defenses can be litigated.
  - b. A declaration of proposed class counsel, describing his or her experience in representing a class at trial.

A handwritten signature in black ink, appearing to read "Harold W. Hopp", written over a horizontal line.

Harold W. Hopp  
Judge of the Superior Court

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

Historic Court House

Court Ruling re: Class Action Case Management Order #1

10/17/2025

8:30 AM

Department 1

**CVRI2505278**

**BEDDY vs HOME DEPOT U.S.A., INC.**

Honorable Harold W. Hopp, Judge

L. Melendrez, Courtroom Assistant

Court Reporter: None

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**APPEARANCES:**

No Appearances

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Court deems case complex pursuant to Section CRC 3.400.

Minute entry completed.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Home Depot Refuses to Redeem Gift Cards with Less Than \\$10 Balance for Cash Value, Class Action Lawsuit Claims](#)

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