

PLAINTIFF/PETITIONER: Eduardo Sandoval
 DEFENDANT/RESPONDENT: Home Depot U.S.A., Inc., et al.

CASE NUMBER:
 22CV015414

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

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 (SIGNATURE OF DECLARANT)

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FILED
ALAMEDA COUNTY

MAY 15 2024

CLERK OF THE SUPERIOR COURT

By  Deputy

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

EDUARDO SANDOVAL on behalf of
himself and all aggrieved employees,

Plaintiff,

vs.

HOME DEPOT U.S.A., INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 22CV015414

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND ENTRY OF
JUDGMENT**

Complaint Filed: August 1, 2022

1 The Court has considered MOTION FOR APPROVAL OF PAGA SETTLEMENT AND
2 ENTRY OF JUDGMENT, including the Settlement Agreement, and the record in this action (“the
3 Litigation”). The matter having been submitted and good cause appearing,

4 IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

5 1. All defined terms contained herein shall have the same meaning as set forth in the
6 Settlement Agreement and the MOTION FOR APPROVAL OF PAGA SETTLEMENT AND
7 ENTRY OF JUDGMENT. The Labor Code Private Attorneys General Act, codified at California
8 Labor Code section 2698 et sec. is referred to herein as “PAGA.”

9 2. The Action consists of (a) a representative action by Plaintiff Eduardo Sandoval
10 (“Settlement Group Representative”) against Defendant Home Depot U.S.A., Inc. (“Home
11 Depot”) under PAGA for penalties on behalf of the State of California and 421 retail store
12 employees of Home Depot who, during the Covered Period (from February 4, 2021 through the
13 date the Court grants approval of the Settlement; or April 7, 2024, “Covered Period”) were,
14 according to Defendant’s existing records, qualified as associate drivers to make deliveries of
15 products to customer homes (or if any such person is incompetent, deceased, or unavailable due
16 to military service, the person’s legal representative or successor in interest evidenced by
17 reasonable verification) (“Settlement Group Members”).

18 3. The Court has jurisdiction over the subject matter of the Litigation, the PAGA
19 Representatives, the Aggrieved Employees, and Home Depot. This Judgment shall be binding not
20 only on the named parties to the litigation but also on all Aggrieved Employees and the State of
21 California, who are hereby barred by the doctrine of res judicata from re-litigating the Released
22 Claims. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a
23 representative action brought by an aggrieved employee under PAGA is binding not only on the
24 named employee Plaintiffs but also on state labor law enforcement agencies and any aggrieved
25 employee not a party to the proceeding).

26 4. In accordance with the Settlement Agreement, which the Court hereby approves
27 based on good cause showing for the reasons set forth in the Motion for Approval of PAGA
28 Settlement and with no objection received from the LWDA: (a) The Gross Settlement Amount

1 under this Settlement Agreement is Three Hundred Thousand Dollars (\$300,000.00), which
2 includes any and all payments that shall be made pursuant to the PAGA to the Labor Workforce
3 Development Agency, the Aggrieved Employees, Plaintiff's Counsels' fees and litigation costs,
4 Service Payment to the Named Plaintiff, and all third-party costs of settlement administration; (b)
5 ILYM Settlement Administrators is hereby approved to administer this Settlement; and (c) the
6 LWDA and all Aggrieved Employees are hereby permanently enjoined from pursuing, or seeking
7 to reopen, any Released Claims against any Released Parties.

8 5. Plaintiff's request for attorneys' fees ~~in the amount of \$100,000.00~~, Plaintiff's
9 request for reimbursement of litigation costs in the amount of \$7,645.30, Plaintiff's service award
10 of \$5,000.00, and Plaintiff's 1542 release as to all claims Plaintiff may have or could have asserted
11 against Home Depot in exchange for \$10,000.00 are hereby approved to compensate Plaintiff and
12 his counsel in connection with the prosecution of the Released Claims. *except that the court is approving atty fees of \$75,000* The Court finds that the
13 attorneys' fees *of \$75,000* litigation costs, service awards, and 1542 releases are reasonable under the
14 circumstances of this matter, including the length of the proceeding and effort required. No party
15 shall be deemed a prevailing party, and except as provided in this Paragraph, all parties shall bear
16 their own attorneys' fees and litigation costs.

17 6. Pursuant to PAGA and Labor Code section 2699(l) in particular, the Court
18 approves the Settlement and finds that it is fair, just, reasonable and adequate. The Settling Parties
19 are directed to perform their duties in accordance with the terms set forth in the Settlement
20 Agreement.

21 7. All of the Released Claims are deemed adjudicated and extinguished with
22 prejudice as to the PAGA Representative, all of the other Aggrieved Employees, and the State of
23 California.

24 8. Settlement Administrator shall make the payments to the LWDA, the Aggrieved
25 employees, the Named Plaintiff, Plaintiff's counsel and to the Settlement Administrator as
26 provided for in the Settlement Agreement.

27 9. The Court finds that, under California law (which is applicable here), class action
28 procedural rules are not required when litigating representative PAGA actions. (See *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969.) The differences between a traditional class action and a
2 PAGA suit are well summarized in *Sakkab v. Luxottica Retail North America, Inc.*, 803 F.3d 425,
3 435-436 (9th Cir. 2015) *en banc review denied* (2016). Following the California Supreme Court's
4 decision in *Iskanian v. CLS Transportation*, 59 Cal.4th 348 (2014), the Ninth Circuit explained:

5 The class action is a procedural device for resolving the claims of absent parties on a
6 representative basis. See Fed.R.Civ.P. 23; *Ortiz v. Fibreboard Corp.*, 527 U.S. 815,
7 832- 33 (1999); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613-17 (1997). By
8 contrast, a PAGA action is a statutory action in which the penalties available are
9 measured by the number of Labor Code violations committed by the employer. An
10 employee bringing a PAGA action does so "as the proxy or agent of the state's labor
11 law enforcement agencies," *Iskanian*, 59 Cal.4th at 380 (quoting *Arias v. Superior*
12 *Court*, 46 Cal.4th 969, 986 (2009)), who are the real parties in interest, *see id.* at 382.
13 As the state's proxy, an employee-plaintiff may obtain civil penalties for violations
14 committed against absent employees, Cal. Lab.Code § 2699(g)(1), just as the state
15 could if it brought an enforcement action directly. However, by obtaining such
16 penalties, the employee-plaintiff does not vindicate absent employees' claims, for the
17 PAGA does not give absent employees any substantive right to bring their "own"
18 PAGA claims. *See Amalgamated Transit Union. Local 1756, AFL-CIO v. Superior*
19 *Court*, 46 Cal.4th 993, 1003 (2009); *see also Iskanian*, 59 Cal.4th at 381 (explaining
20 that "[t]he civil penalties recovered on behalf of the state under the PAGA are distinct
21 from the statutory damages to which employees may be entitled in their individual
22 capacities").

23 *Sakkab, supra* at 435-436.

24 10. The Court finds that the notice requirements and other procedures applicable to class
25 action settlements do not apply to the settlement approval process for this PAGA Action.

26 11. The Court further finds that Plaintiff's counsel has sufficiently demonstrated that
27 notice of the Settlement has been provided to the LWDA as required by PAGA and Labor Code
28 section 2699, subdivision (1)(2), in particular.

12. Neither the Settlement Agreement nor any act performed or document executed
pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as
an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or
liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used
as an admission of, or evidence of, any fault or omission of the Released Parties, or any of them,
in any civil, criminal or administrative proceeding in any court, administrative agency or other

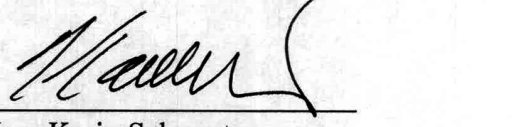
1 tribunal. Home Depot U.S.A, Inc. or any of the Released Parties may file the Settlement and/or
2 the Judgment from this Litigation in any other action that may be brought against it or them in
3 order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
4 release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or
5 issue preclusion or similar defense or counterclaim.

6 13. The Court reserves exclusive and continuing jurisdiction over the Action, the PAGA
7 Representative, the Aggrieved Employees and Home Depot U.S.A, Inc. for the purposes of
8 supervising the implementation, enforcement, construction, administration and interpretation of
9 the Settlement Agreement and this Judgment.

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11 **IT IS SO ORDERED AND ADJUDGED.**

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13 Dated: _____

5/15/24

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15 Hon. Karin Schwartz
16 Judge of the Superior Court
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