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HOME DEPOT U.S.A., INC.

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

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE OF CLAIMS**

Complaint Filed: August 1, 2022

1 This Joint Stipulation of Settlement and Release of Claims (“Stipulation” or “Settlement”) is
2 entered into by and between plaintiff Eduardo Sandoval (“Plaintiff”), individually and on behalf of
3 all others similarly situated and the State of California, as a private attorney general, on the one hand,
4 and defendant Home Depot U.S.A., Inc. (“Defendant”) on the other hand (collectively referred to as
5 “the Parties”).

6 This Settlement shall be binding on Plaintiff, the current and former employees he seeks to
7 represent, on Defendant, and on their respective counsel, subject to the terms and conditions
8 definitions, recitals, and terms set forth herein and to the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” is defined as *Eduardo Sandoval v. Home Depot, U.S.A., Inc.*, which
12 was filed in the Superior Court of the State of California for the County of Alameda (Case No.
13 22CV015414) on August 1, 2022.

14 **2. Approval Hearing**

15 “Approval Hearing” is defined as the hearing on the motion to be filed by Settlement Group
16 Counsel to determine approval of the Settlement as described in Paragraph III(11).

17 **3. Approval Order**

18 “Approval Order” means the proposed order granting approval of the Parties’ Settlement and
19 constituting a Final Judgment, in a form substantially similar to the order attached hereto as **Exhibit**
20 **A.**

21 **4. Covered Period**

22 “Covered Period” means the period from February 4, 2021 through the earlier of: (1) the date
23 granting approval of the settlement of this Action; or (April 7, 2024).

24 **5. Compensable Pay Periods**

25 “Compensable Pay Periods” means the number of pay periods in which, according to
26 Defendant’s internal and currently available electronic records, the Settlement Group Member(s)
27 both: (a) were qualified as associate drivers to make deliveries of products to customer homes during
28 the Covered Period; and (b) actually performed compensable work for Home Depot as a non-exempt

1 employee in California during the Covered Period. Defendant's internal records indicate that there
2 are approximately 20,000 Compensable Pay Periods within the release period.

3 **6. Complaint**

4 "Complaint" means the Second Amended Complaint that was filed in Alameda County
5 Superior Court, as described more fully below in Paragraph II(1).

6 **7. Court**

7 "Court" means the Alameda County Superior Court in the State of California.

8 **8. Defendant**

9 "Defendant" means Defendant Home Depot U.S.A., Inc. and includes its past, present and/or
10 future, direct and/or indirect, officers, directors, members, managers, employees, agents,
11 representatives, attorneys, insurers, partners, investors, shareholders, Settlement Administrators,
12 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
13 venturers.

14 **9. Effective Date**

15 "Effective Date" of the Settlement means the date on which the Court's Order granting
16 approval of this Joint Stipulation becomes final. Such Order becomes final upon the later of the
17 following events: (a) the day after the last day by which a notice of appeal of the Order may be timely
18 filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed of by
19 ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review
20 of the appellate court's decision passes and no further review is requested; (c) if an appeal is filed
21 and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court, and
22 further review of the appellate court's decision is requested, the day after the request for review is
23 denied with prejudice and/or no further review of the order can be requested; or (d) if review is
24 accepted, the day the appellate court affirms the Settlement.

25 **10. Employees' Allocation**

26 "Employees' Allocation" means the total amount of money allocated for payment to the
27 Settlement Group Members pursuant to this Settlement, which shall equal 25% of the Net Settlement
28 Fund.

1 **11. Final Judgment**

2 “Final Judgment” means a judgment issued by the Court approving this Settlement as binding
3 upon the Parties.

4 **12. Gross Settlement Fund**

5 “Gross Settlement Fund” means the agreed upon settlement amount totaling \$300,000.00
6 (Three-Hundred Thousand Dollars and Zero Cents) to be paid by Defendant in full settlement of the
7 Released Claims, and includes without limitation the Settlement Group Counsel Award, Settlement
8 Group Representative Service Award, Individual Settlement Payments, PAGA Payment, and
9 Settlement Administrator Costs. In no event shall Defendant be liable for more than the Gross
10 Settlement Fund.

11 **13. Individual Settlement Payment**

12 “Individual Settlement Payment” means the amount paid from the Net Settlement Fund to a
13 Settlement Group Member as described by the formula found at Paragraph III(5) based upon his/her
14 Compensable Pay Periods.

15 **14. LWDA**

16 “LWDA” means the California Labor and Workforce Development Agency.

17 **15. Net Settlement Fund**

18 “Net Settlement Fund” means the remainder from the Gross Settlement Fund after deducting
19 the Court-approved Settlement Group Counsel Award, Settlement Group Representative Service
20 Award, and Settlement Administrator Costs.

21 **16. PAGA**

22 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor
23 Code §§ 2699 et seq.

24 **17. PAGA Payment**

25 “PAGA Payment” means the payment made hereunder to the LWDA pursuant to PAGA,
26 which shall equal 75% of the Net Settlement Fund as the LWDA’s share of the settlement of civil
27 penalties paid under this Agreement pursuant to the PAGA.
28

1 **18. Parties**

2 “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean Plaintiff or
3 Defendants, individually.

4 **19. Plaintiff**

5 “Plaintiff” means Plaintiff Eduardo Sandoval.

6 **20. Released Claims**

7 “Released Claims” means any and all claims, causes of action, and factual or legal theories
8 that were or reasonably could have been alleged based on Plaintiff’s allegation that Settlement Group
9 Members were not reimbursed for all business expenses, including all of the following: (i) all claims
10 (including those for civil penalties and attorneys’ fees recover) that could be brought or recovered
11 pursuant to PAGA relating to unreimbursed business expenses; and (ii) any other recovery or penalty
12 that Plaintiff, acting as a proxy for the LWDA and State of California, could have reasonably sought
13 relating to or arising out of allegations of unpaid business expenses.

14 **21. Released Parties**

15 “Released Parties” means Defendant and any of its former and present parents, subsidiaries,
16 affiliates, officers, directors, employees, partners, shareholders, attorneys, agents, successors,
17 assigns, or legal representatives.

18 **22. Settlement**

19 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
20 this Joint Stipulation of Settlement and Release of Claims.

21 **34. Settlement Administrator**

22 “Settlement Administrator” means the third-party company that Plaintiff has selected to be
23 responsible for administering the Settlement. Specifically, Plaintiff has selected ILYM Group as the
24 Settlement Administrator so long as ILYM Group agrees to comply with Home Depot’s data security
25 protocols. In the event that ILYM Group does not agree to comply with Home Depot’s data security
26 protocols, Plaintiff will designate another Settlement Administrator who will agree to comply with
27 Home Depot’s data security protocols.

1 **23. Settlement Administrator Costs**

2 “Settlement Administrator Costs” means the amount to be paid to the Settlement
3 Administrator from the Gross Settlement Fund for administration of this Settlement, currently
4 estimated at \$10,000.

5 **24. Settlement Group Counsel**

6 “Settlement Group Counsel” means Nathan & Associates, APC and Righetti Glugoski, P.C.,
7 who, subject to Court approval, shall act as counsel for the Settlement Group Members, including
8 Plaintiff.

9 **25. Settlement Group Counsel Award**

10 “Settlement Group Counsel Award” means attorneys’ fees for Settlement Group Counsel’s
11 litigation and resolution of this Lawsuit, and Settlement Group Counsel’s expenses and legal costs
12 incurred in connection with this Lawsuit.

13 **26. Settlement Group Information**

14 “Settlement Group Information” means information regarding Settlement Group Members
15 that Defendant will in good faith compile from Defendant’s internal and currently available
16 electronic records and provide to the Settlement Administrator. To the extent possible, it shall be
17 formatted as a Microsoft Excel spreadsheet. It shall include and be limited to, to the extent such
18 information is available, each Settlement Group Member’s: full name; last known address; last
19 known home telephone number; social security number; and Compensable Pay Periods. The
20 Settlement Group Information shall be provided to the Settlement Administrator but not Settlement
21 Group Counsel. The Settlement Administrator shall keep the Settlement Group strictly confidential
22 and not share it with the Settlement Group Counsel or any other entity, absent express written
23 authorization from Defendant’s Counsel.

24 **27. Settlement Group Members**

25 “Settlement Group Members” means the group of 421 retail store employees, who, during
26 the Covered Period (as defined herein), were, according to Defendant’s existing records, qualified
27 as associate drivers to make deliveries of products to customer homes (or if any such person is
28

incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

28. Settlement Group Representative

"Settlement Group Representative" means Plaintiff Eduardo Sandoval.

29. Settlement Group Representative Service Award

"Settlement Group Representative Service Award" means the amount that the Court authorizes to be paid to Plaintiff, in recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Lawsuit. The Settlement Group Representative Service Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Group Member.

II. RECITALS

1. Procedural History

On February 4, Plaintiff sent the LWDA notice, via online filing, of his intent to file an action against Home Depot to seek civil penalties under PAGA.

On August 1, 2022, Plaintiff filed this Action Alameda County Superior Court, Case No. 22CV015414.

On or about October 10, 2022, Plaintiff filed a First Amended Complaint.

On or about December 14, 2022, Plaintiff Filed a Second Amended Complaint, which is the operative Complaint in this matter.

On August 30, 2023, the Parties attended a full-day mediation with experienced mediator Hon. Ronald S. Prager (Ret.). After a full-day's mediation the Parties reached an agreement, as provided herein, to settle Plaintiff's claims.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in this Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for representative action treatment. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in this Action. Defendant contends, among other things, that, at all times, it has complied with all

1 applicable state, federal and local laws related to the Settlement Group Members' employment.

2 The Settlement Group Representative is represented by Settlement Group Counsel.
3 Settlement Group Counsel conducted an investigation into the facts relevant to the Action, including
4 reviewing documents and information provided by Defendant. Based on their own independent
5 investigation and evaluation, Settlement Group Counsel are of the opinion that the Settlement with
6 Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Group Members
7 in light of all known facts and circumstances, including the risks of significant delay, defenses
8 asserted by Defendant, uncertainties regarding a representative action trial on the merits, and
9 numerous potential appellate issues. Although Defendant denies liability, Defendant is agreeing to
10 this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel
11 desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising
12 from or relating to the Action on the terms set forth herein.

13 **2. Benefits of Settlement to Settlement Group Members.**

14 Plaintiff and Settlement Group Counsel recognize the expense and length of continued
15 proceedings necessary to litigate their disputes through trial and through any possible appeals.
16 Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and
17 the difficulties and delays inherent in such litigation. Plaintiff and Settlement Group Counsel are also
18 aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit,
19 both generally and in response to Defendant's defenses thereto, and the difficulties in establishing
20 damages for the Settlement Group Members. Plaintiff and Settlement Group Counsel have also taken
21 into account Defendant's agreement to enter into this Settlement that confers substantial relief upon
22 the members of the Settlement Group Members. Based on the foregoing, Settlement Group Counsel
23 have concluded that settlement for the consideration and on the terms set forth in this Settlement
24 Agreement, is fair, reasonable, and adequate and is in the best interest of the Settlement Group
25 Members in light of all known facts and circumstances, including the risk of significant delay,
26 defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate
27 issues, and other risks inherent in litigation.

1 **3. Defendant's Reasons for Settlement.**

2 Defendant has concluded that any further defense of this litigation would be protracted and
3 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been
4 and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims
5 asserted by Plaintiff and Settlement Group Members. Defendant has also taken into account the risks
6 of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
7 continues to contend that it is not liable for any of the claims set forth by Plaintiff in this Action,
8 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
9 Agreement to put to rest the claims in this Lawsuit. Defendant contends that it has complied with all
10 applicable state, federal, and local laws.

11 **4. Settlement of Disputed Claims.**

12 This Agreement is a compromise of disputed claims. Defendant contends that the Released
13 Claims have no merit and do not give rise to liability. Plaintiff and Settlement Group Members have
14 claimed and continue to claim that the Released Claims have merit and give rise to liability on the
15 part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this
16 Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may
17 be construed or used as an admission by or against the Settlement Group Members or Settlement
18 Group Counsel as to the merits or lack thereof of the claims asserted in this Action.

19 **III. TERMS OF AGREEMENT**

20 **1. PAGA Release**

21 As of the Effective Date, Plaintiff, the LWDA, the State of California, and all Settlement
22 Group Members (the "Releasing Entities") will release the Released Parties from the Released
23 Claims, whether known or unknown. To be clear, the scope of this release is limited to the Released
24 Claims. The Releasing Entities may later discover facts or legal arguments in addition to or different
25 from those that they now know or currently believe to be true with respect to the claims, causes of
26 action, and legal theories of the Action. Regardless, the discovery of new facts or legal arguments
27 shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement,
28 Plaintiff and the Releasing Entities shall be deemed to have, and by operation of the final judgment

1 approved by the Court, shall have, fully, finally, and forever settled and released all of the Released
2 Claims. The Parties understand and specifically agree that the scope of this Release described in this
3 Paragraph is a material part of the consideration for this Agreement, was critical in justifying the
4 agreed upon economic value of the Settlement and without it, Defendant would not have agreed to
5 the consideration provided, and is narrowly drafted and necessary to ensure that Defendant is
6 obtaining peace of mind regarding the resolution of the claims that were or could have been alleged
7 based on facts, causes of action, and legal theories contained in the Action. The period of the release
8 described herein shall extend through the entirety of the Covered Period.

9 **2. General Release by Plaintiff**

10 As of the Effective Date, and in exchange for payment of \$10,000.00, Plaintiff knowingly
11 and voluntarily releases and forever, to the fullest extent of the law, discharges the Released Parties
12 from any and all claims, actions, charges, complaints, grievances and causes of action, without
13 limitation, of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff
14 has or may have had prior to and as of the date the Court enters an order approving of this Settlement.
15 This broader release includes, but is not limited to, any and all claims arising directly or indirectly
16 from Plaintiff's employment or other relationships with Defendant, claims under federal, state or
17 local laws, claims for unpaid wages, penalties, liquidated damages, claims for breach of contract, tort
18 claims, wrongful termination claims, disability claims, benefit claims, public policy claims,
19 discrimination claims, failure to accommodate claims, claims for breach of the covenant of good
20 faith and fair dealing, harassment claims, public policy claims, claims for impairment of economic
21 opportunity, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
22 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all
23 claims arising under any federal, state or other governmental statute, law, regulation or ordinance,
24 including, but not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the
25 California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state
26 wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment
27 Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
28 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the

Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant. Plaintiff represents and warrants that as of the date of execution of this agreement he was under forty (40) years of age.

3. Tax Liability and Medicare.

The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Group Members are not relying on any statement or representation by the Parties in this regard. Settlement Group Members understand and agree that they will be responsible for the payment of taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b), especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect

Medicare's interest and incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare beneficiary as of the date of this Agreement. As such, no conditional payments have been made by Medicare.

4. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

5. Settlement Allocation, PAGA Payment, and Individual Settlement Payments.

The Parties will seek approval from the Court for a total Gross Settlement Fund of \$300,000, from which the amounts identified in Paragraph I(15) shall be deducted to arrive at the Net Settlement Fund. The Net Settlement Fund shall be allocated and paid as follows: (a) the PAGA Payment shall constitute 75% of the Net Settlement Fund allocated as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA; and (b) the Employees' Allocation shall constitute 25% of the Net Settlement Fund allocated as payments to the Settlement Group Members. Each Settlement Group Member will be entitled to an Individual

1 Settlement Payment equaling a pro rata share of the Employees' Allocation based on their number
2 of Compensable Pay Periods. Specifically, to calculate each Settlement Group Member's
3 Individual Settlement Payment, the Settlement Administrator will: (a) for each Settlement Group
4 Member, divide the number of Compensable Pay Periods he or she individually worked by the total
5 aggregate number of Compensable Pay Periods Worked by all Settlement Group Members; and
6 then (b) multiply that amount by the PAGA Payment to arrive at each Settlement Group Member's
7 Individual Settlement Payment.

8 **6. Payment to Settlement Group Member.**

9 Checks shall be made payable to each Settlement Group Member for payment of each
10 Settlement Group Member's Individual Settlement Payment as set forth in Paragraph III(13) of this
11 Agreement.

12 **7. Settlement Group Representative Service Award.**

13 Plaintiff will request that the Court approve a Settlement Group Representative Service
14 Award of up to \$5,000. However, even in the event the Court reduces or does not approve the
15 requested Settlement Group Representative Service Award, Plaintiff and Settlement Group Counsel
16 shall not have the right to revoke this Agreement or this settlement and it shall remain binding. Any
17 Court-approved Settlement Group Representative Service Award shall be paid to Plaintiff from the
18 Gross Settlement Fund within seven (7) calendar days after Defendant provides the Gross Settlement
19 Fund to the Settlement Administrator. The Settlement Administrator shall issue an IRS Form 1099
20 – MISC to Plaintiff for his respective Settlement Group Representative Service Award. Plaintiff shall
21 be solely and legally responsible to pay any and all applicable taxes on his Settlement Group
22 Representative Service Award and shall hold harmless Defendant and Settlement Group Counsel
23 from any claim or liability for taxes, penalties, or interest arising as a result of the Settlement Group
24 Service Award. The Settlement Group Service Award shall be in addition to the Plaintiff's Individual
25 Settlement Payment as a Settlement Group Member. Any amount requested by Plaintiff for the
26 Settlement Group Service Award and not granted by the Court shall return to the Net Settlement
27 Fund and be distributed to Settlement Group Members as provided in this Agreement.

1 **8. Settlement Group Counsel Award.**

2 Settlement Group Counsel will request that the Court approves attorneys' fees in the amount
3 of up to one third of the Gross Settlement Fund. This amount is currently anticipated to be
4 \$100,000.00. Settlement Group Counsel will request that the Court approve the reimbursement of
5 any litigation costs or expenses associated with Settlement Group Counsel's prosecution of this
6 matter from the Gross Settlement Fund not to exceed \$20,000. However, even in the event that the
7 Court reduces or does not approve the requested Settlement Group Counsel Award (including fees
8 and/or costs and/or expenses), Plaintiff and Settlement Group Counsel shall not have the right to
9 revoke the Settlement and it will remain binding. Settlement Group Counsel shall be paid any Court-
10 approved fees and costs no later than seven (7) calendar days after Defendant provides the Gross
11 Settlement Fund to the Settlement Administrator. Settlement Group Counsel shall be solely and
12 legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
13 Settlement Administrator shall issue an IRS Form 1099 – MISC to Settlement Group Counsel for the
14 payments made pursuant to this paragraph. This Settlement is not contingent upon the Court
15 awarding Settlement Group Counsel any particular amount in attorneys' fees and costs. Any amount
16 requested by Settlement Group Counsel for the Settlement Group Counsel Award and not granted
17 by the Court shall return to the Net Settlement Fund and be distributed to Settlement Group Members
18 as provided in this Agreement.

19 **9. Settlement Administrator Costs.**

20 The Parties agree to allocate up to \$10,000.00 of the Gross Settlement Fund for Settlement
21 Administrator Costs. The Settlement Administrator shall have the authority and obligation to make
22 payments, credits and disbursements to Settlement Group Members in the manner set forth herein,
23 calculated in accordance with the methodology set out in this Agreement and orders of the Court.
24 The Parties agree to cooperate in the Settlement administration process and to make reasonable
25 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

26 **10. Responsibilities of the Settlement Administrator.**

27 The Settlement Administrator shall be responsible for the following: processing and mailing
28 payments to Plaintiff, Settlement Group Counsel, and Settlement Group Members; printing, and

mailing the Notice of Settlement and tax forms to the Settlement Group Members as directed by the Court; providing declaration(s) as necessary; other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform; and becoming familiar with and complying with all of the terms, conditions and obligations set forth in this Agreement in its entirety. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Settlement Administrator has been selected by Settlement Group Counsel and not Defendant or Defendant's Counsel. Defendant and Defendant's Counsel shall not enter into or be bound by any contractual relationship with the Settlement Administrator. Plaintiff, Settlement Group Counsel, Defendant, and Defendant's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

11. Approval Hearing, Implementation, and Entry of Final Judgment.

The Parties will seek to obtain Court approval of this Settlement by way of a motion to be filed by Settlement Group Counsel. The Approval Hearing shall be conducted to determine approval of the Settlement along with the amount properly payable for: (i) the Settlement Group Counsel Award; (ii) the Settlement Group Representative Service Award; (iii) Individual Settlement Payments; and (iv) the Settlement Administrator Costs. The Parties are aware that some courts approve PAGA settlements and enter orders approving the settlement and judgment and thereafter close the case, while others approve the settlement and enter only an order approving the settlement with later instructions to file a request for dismissal of the action.

The Parties agree to cooperate and take all steps consistent with this Agreement and required by the Court to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment and/or dismissal) and effectuate the PAGA Release and General Release described in Paragraphs III(1) and III(2). Settlement Group Counsel shall provide to Defendant's Counsel copies of all documents (including exhibits and declarations) relating to or intended to effectuate this Settlement at least five (5) days before they are filed with the Court.

Because this is a settlement of PAGA claims for civil penalties only, no portion of the

Settlement is allocated to unpaid wages. One hundred percent (100%) of the Settlement will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

None of the Settlement Group Members shall be entitled to opt-out of the Settlement and all will be subject to the res judicata effect of the Settlement.

12. Court Approval Is Required

The Parties and their Counsel understand and agree that Plaintiff, the Settlement Group, Settlement Group Counsel, the LWDA, and the State of California will not receive any of the consideration or payments described in this Agreement unless and until: (a) all Parties execute this Agreement; (b) the Parties fulfill all of the promises and obligations described in this Agreement; (c) the Court grants full, final and binding approval of the Settlement; and (d) Plaintiff provides notice to the LWDA pursuant to Labor Code Section 2699(1)(2). If the Settlement Agreement is not approved by the Court as currently drafted, or pursuant to modifications mutually agreed upon by all Parties, it shall be null and void.

13. Disbursal of Settlement Funds / Notice to Recipients

After completion of the items described in Paragraph III(12), and no earlier than twenty one (21) calendar days from the Court's issuance of a written order granting approval of the Settlement and such order becoming final, Defendant shall wire to the Settlement Administrator the total amount of the Gross Settlement Fund.

The Settlement Administrator shall distribute each member of the Settlement Group their individually calculated payments by way of check, along with a cover letter agreed to by the Parties and approved by the Court (the "Cover Letter"), in substantially the form attached hereto as **Exhibit B**, in the following manner:

(a) No later than ten (10) calendar days after the Court issues a written order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with the Settlement Group Information.

(b) The Settlement Administrator will conduct one (1) National Change of Address

1 (“NCOA”) search for all individuals identified in the Settlement Group Information and update
2 addresses for the members of the Settlement Group to the extent updated addresses are located
3 through the NCOA search.

4 (c) No later than fourteen (14) calendar days after the Settlement Administrator
5 receives the Settlement Group Information and is wired the Gross Settlement Amount, the
6 Settlement Administrator will mail the agreed-upon Cover Letter and individual payments to all
7 members of the Settlement Group by first-class United States mail (collectively, the “Settlement
8 Package”). For each Settlement Package that is returned undeliverable within thirty (30) calendar
9 days of the initial mailing, the Settlement Administrator will promptly attempt to locate an
10 alternate, updated address for the individual at issue by using a skip-trace search and shall attempt
11 one (1) remailing of the Settlement Package.

12 (d) Individual checks sent to Settlement Group Members shall remain valid for one
13 hundred twenty(120) calendar days, and thereafter shall be cancelled by the Settlement
14 Administrator. Funds associated with canceled checks will be transmitted to the State Controller’s
15 Office Unclaimed Property Division in the name of the recipient at issue and in the amount of his
16 or her respective individual payment.

17 (3) No later than fourteen (14) calendar days after the Settlement Administrator is wired
18 the Gross Settlement Amount, the Settlement Administrator will transmit the PAGA Payment to
19 the LWDA.

20 (4) No later than fourteen (14) calendar days after the Settlement Administrator
21 receives the Settlement Group Information and is wired the Gross Settlement Amount, the
22 Settlement Administrator will transmit the Settlement Group Counsel Award to Settlement Group
23 Counsel.

24 (5) No later than fourteen (14) calendar days after the Settlement Administrator
25 receives the Settlement Group Information and is wired the Gross Settlement Amount, the
26 Settlement Administrator will transmit the Settlement Administrator Costs to itself, only after all of
27 the Settlement Packages have been mailed to all Settlement Group Members.

28 (6) Upon complete distribution of the Gross Settlement Fund, the Settlement

1 Administrator will notify the Parties of such distribution.

2 **14. Nullification of Settlement Agreement.**

3 In the event: (i) the Court denies approval of the Settlement; (ii) the Court refuses to enter a
4 Final Judgment as provided herein; or (iii) the Settlement does not become final for any other reason,
5 this Settlement Agreement shall be null and void and any order or judgement entered by the Court
6 in furtherance of this Settlement shall be treated as void from the beginning. If one or more of such
7 events occur causing the Settlement Agreement to become null and void, the Parties shall proceed in
8 all respects as if this Agreement had not been executed, except that any fees already incurred by the
9 Settlement Administrator shall be paid by the party terminating the Settlement. The return of any
10 funded, transferred or paid Settlement funds to Defendant shall occur no later than five (5) business
11 days after one or more of the triggering events leading to nullification occurs. In the event an appeal
12 is filed from the Court's Final Judgment, or any other appellate review is sought, administration of
13 the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but
14 any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal
15 from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement
16 Administrator by Defendant within thirty (30) days of said notification.

17 **15. No Effect on Employee Benefits.**

18 Amounts paid to Plaintiff or other Settlement Group Members pursuant to this Agreement
19 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
20 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of
21 Plaintiff or Settlement Group Members.

22 **16. No Admission by Defendant.**

23 Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing
24 whatsoever. This Agreement is not a concession or admission, and shall not be used against
25 Defendant as an admission or indication with respect to any claim of any fault, concession, or
26 omission by Defendant.

27 **17. Exhibits and Headings.**

28 The terms of this Agreement include the terms set forth in any attached Exhibits, which are

1 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
2 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
3 Agreement are inserted for convenience of reference only and do not constitute a part of this
4 Agreement.

5 **18. Interim Stay of Proceedings.**

6 The Parties agree to an immediate stay of all proceedings and activity in the Action, except
7 such proceedings necessary to implement and complete the Settlement, pending the Approval
8 Hearing to be conducted by the Court. The Parties agree that within five court days after the complete
9 execution of this Agreement, they will submit to the Court a stipulation to stay all discovery, pre-
10 trial and trial deadlines in the Action to focus their efforts on effectuating this Settlement.

11 **19. Amendment or Modification.**

12 This Agreement may be amended or modified only by a written instrument signed by counsel
13 for all Parties or their successors-in-interest.

14 **20. Entire Agreement.**

15 This Agreement and any attached Exhibits constitute the entire Agreement among these
16 Parties, and no oral or written representations, warranties, or inducements have been made to any
17 Party concerning this Agreement or its Exhibits other than the representations, warranties, and
18 covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering
19 in to this Agreement based solely on the representations and warranties herein and not based on any
20 promises, representation, and/or warranties not found herein.

21 **21. Authorization to Enter into Settlement Agreement.**

22 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
23 whom they represent to negotiate this Agreement and to take all appropriate actions required or
24 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
25 execute any other documents required to effectuate the terms of this Agreement. The Parties and
26 their counsel will cooperate with each other and use their reasonable best efforts to effect the
27 implementation of the Settlement. In the event the Parties are unable to reach agreement on the form
28 or content of any document needed to implement the Settlement, or on any supplemental provisions

that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he does have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

22. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23. Governing Law, Interpretation, and Breach.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California. In the event of a breach of any provision of this Settlement, all Parties reserve their rights to institute an action specifically to enforce any term or terms of this Agreement or seek damages for breach, or both. In an action to enforce any term or terms of this Agreement or seek damages for breach, the prevailing Party in that action will be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

24. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

25. Jurisdiction of the Court.

The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

26. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

1 **27. Publicity.**

2 Plaintiff and Settlement Group Counsel agree not to disclose or publicize this Settlement,
3 including the fact of the Settlement, its terms or contents, and the negotiations underlying the
4 Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential
5 Settlement Group Members and as shall be contractually required to effectuate the terms of the
6 Settlement. For the avoidance of doubt, this section means Plaintiff and Settlement Group Counsel
7 agree not to issue press releases, communicate with, or respond to any media or publication entities,
8 publish information in manner or form, whether printed or electronic, on any medium or otherwise
9 communicate, whether by print, video, recording, website or social media post, or any other medium,
10 with any person or entity concerning the Settlement, including the fact of the settlement, its terms or
11 contents and the negotiations underlying the Settlement, except as shall be contractually required to
12 effectuate the terms of the Settlement. However, for the limited purpose of allowing Settlement
13 Group Counsel to prove adequacy as class counsel in other actions, Settlement Group Counsel may
14 disclose the name of the Parties in this action and the venue/case number of this action (but not any
15 other settlement details) for such purposes.

16 **28. No Unalleged Claims.**

17 Plaintiff and Settlement Group Counsel represent that they, as of the date of execution of this
18 Settlement, are not currently aware of any: (a) unalleged claims in addition to, or different from,
19 those which are covered by this Settlement; and/or (b) unalleged facts or legal theories upon which
20 any claims or causes of action could be brought against Defendant. Plaintiff and Settlement Group
21 Counsel further represent that, other than the instant Action, they have no current intention of
22 asserting any other claims against Defendant in any judicial or administrative forum. Settlement
23 Group Counsel further represent they do not currently represent any persons who have expressed any
24 interest in pursuing litigation against or seeking any recovery from Defendant. Nothing in this
25 Paragraph will be construed as a restraint on the right of any counsel to practice. The Parties
26 acknowledge, understand and agree that the representations described in this paragraph are essential
27 to the Settlement and that this Settlement would not have been entered into were it not for this
28 representation.

29. Notice of Settlement to LWDA.

Plaintiff will submit this Agreement and proposed settlement to the LWDA as required by Labor Code Section 2699(1)(2) at the same time that it is submitted to the Court for approval.

WHEREFORE, Plaintiff, on behalf of himself and the Settlement Group Members, and Defendant has executed this Agreement as of the dates set forth below.

IT IS SO AGREED:

DATED: 4/16/24.

By: 
Yoko Yagi Okula
THE HOME DEPOT USA, INC.

DATED: 4/12/2024

By: 
Eduardo Sandoval
PLAINTIFF

APPROVED AS TO FORM:

DATED: 4/15/2024, 2023

NATHAN & ASSOCIATES, APC

By: 
Reuben D. Nathan

Attorneys for Plaintiff and Proposed Class

DATED: 4/12/2024, 2023

RICHETTI GLUGOSKI, P.C.

By: 
Mathew Righetti

Attorneys for Plaintiff and Proposed Class

1 DATED: 4/16/2024

2 OGLETREE, DEAKINS, NASH, SMOAK &
3 STEWART, P.C.

4 By: 
5 Evan R. Moses
6 Eric E. Suits

7 Attorneys for Defendant
8 HOME DEPOT USA, INC.

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EXHIBIT A

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**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. The Court finds that the
13 attorneys' fees, 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)(l), 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 (l)(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: _____

14 Hon. Karin Schwartz
15 Judge of the Superior Court
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EXHIBIT B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Eduardo Sandoval v. Home Depot U.S.A., Inc., et al.*
Case No. 22CV015414 (Alameda County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled Eduardo Sandoval v. Home Depot U.S.A., Inc., et al., Case No. 22CV015414 (Alameda County Superior Court) (the “Action”).

The Action was filed against Defendant Home Depot U.S.A., Inc. (“Defendant”). The Action was brought by employees of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action, but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is both below and at the top of this letter).

Very Truly Yours,

[Administrator]