

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

DOUGLAS PATTON, on behalf of the State
of California, as a private attorney general, and
as an individual, on behalf of himself and on
behalf of all persons similarly situated, and
SALVADOR REYNOSA, JR., an individual,
on behalf of himself and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

HOME DEPOT U.S.A., INC., a Corporation;
and Does 1 through 50, Inclusive,

Defendants.

Case No. 21CV387956

Hon. Charles F. Adams
Dept. 7

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Date: September 26, 2024
Hearing Time: 1:30 p.m.
Location: Dept. 7

On September 26, 2024, a hearing was held on the motion of Plaintiffs Douglas Patton and Salvador Reynosa, Jr. (“Plaintiffs”) for final approval of class and representative action settlement and for payments to the Plaintiffs, Class Members, PAGA Group Members, Class Counsel, the California Labor and Workforce Development Agency (“LWDA”), and the Settlement Administrator. Blumenthal Nordrehaug Bhowmik De Blouw LLP appeared for Plaintiffs, and Morgan, Lewis & Bockius LLP appeared for Defendant Home Depot U.S.A., Inc. (“Defendant”). Having considered the Joint Stipulation of Settlement (“Settlement Agreement”), which this Court preliminary approved by its Order dated April 5, 2024 (the “Preliminary Approval Order”), and all papers filed and all arguments made in connection with the Final Approval Hearing, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. Except as otherwise specified herein, the Court for purposes of this Final Approval Order adopts all defined terms set forth in the Settlement Agreement.

2. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all Class Members.

4. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, reasonable, adequate, and in the best interests of the entire Class. The Court hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

Class Certification

5. In the Court’s Preliminary Approval Order, the Court certified the Class for purposes of

1 settlement. The Court finds, for purposes of settlement only, that the Class meets the requirements for
2 certification on all other theories under California Code of Civil Procedure section 382. For purposes of
3 effectuating the Settlement, the Court finally certifies the following Class:

4 Any non-exempt, hourly associate employed by Home Depot U.S.A., Inc. (and its past
5 and present Affiliates) in the State of California at a California supply chain facility at
6 any point from January 26, 2017 through April 16, 2023, excluding those associates who
7 worked at the Tracy RDC prior to June 17, 2021. The Class Period for Class Members
8 who worked at the Tracy RDC shall be June 17, 2021 through April 16, 2023.

9 6. In the Court's Preliminary Approval Order, Plaintiffs were appointed as Class
10 Representatives as to the conditionally certified Class. The Court confirms their appointment for purposes
11 of this settlement.

12 7. In the Court's Preliminary Approval Order, Blumenthal Nordrehaug Bhowmik De Blouw
13 LLP were appointed as Class Counsel as to the conditionally certified Class. The Court confirms the
14 appointment of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for purposes of this
15 settlement.

16 **Class Notice**

17 8. Notice of Settlement ("Notice") to Class Members, as set forth in the Settlement
18 Agreement, has been completed in conformity with the terms of the Settlement Agreement and
19 Preliminary Approval Order as to all Class Members who could be identified through reasonable effort.
20 The Court finds that said notice was the best notice practicable under the circumstances. The Notice
21 provided due and adequate notice to Class Members of the proceedings and of the matters set forth therein,
22 including the Settlement, the manner by which objections to the Settlement could be made and Class
23 Members could opt out of the non-PAGA portion of the Settlement, and that any Class Member who opts
24 out will still be bound by the PAGA terms of the Settlement and will be ineligible to pursue any PAGA
25 claims resolved by the Settlement Agreement. The Notice fully satisfied the requirements of due process.

26 **California Private Attorneys General Act**

27 9. The Court finds that Plaintiff Patton was authorized to proceed on behalf of the State of
28 California under the California Private Attorneys General Act (Cal. Labor Code §§2698 *et seq.*) ("PAGA")

1 to resolve the PAGA claims asserted in the Second Amended Class and Representative Action Complaint,
2 that the State had an opportunity to review the PAGA claims that Plaintiff Patton is releasing on the State's
3 behalf pursuant to California Labor Code Section 2699(l) and 2699.3, and that the State has expressed no
4 objection to the PAGA portion of this Settlement. Accordingly, Plaintiff Patton, all Class Members
5 (whether or not they have opted out of the Settlement) on whose behalf Plaintiff Patton has settled these
6 PAGA claims, and the State of California shall be deemed to have expressly waived and relinquished, by
7 operation of law and to the fullest extent permitted by law, the provisions, rights and benefits they
8 otherwise may have had related to the Released PAGA Claims as set forth in Paragraph 49 of the
9 Settlement Agreement.

10 **Objections and Requests for Exclusion**

11 10. No objections to the Settlement were submitted by any Class Members.

12 11. No Requests for Exclusion were submitted by Class Members.

13 12. Plaintiff and all other Settlement Class Members shall have, by operation of this Judgment,
14 fully, finally, and forever released, relinquished, and discharged the Releasees from the Released Class
15 Claims as set forth in Paragraph 55 of the Settlement Agreement. All Class Members who are PAGA
16 Group Members, as defined in the Settlement Agreement, including the Class Member(s) identified in
17 Paragraph 11 above, shall have, by operation of this Judgment, fully, finally, and forever released,
18 relinquished, and discharged the Releasees from any PAGA Released Claims. Additionally, Plaintiffs
19 will be bound by their covenant, as provided in the Settlement Agreement, that they will not participate
20 or receive recovery or monies in connection with any proceeding seeking penalties under the PAGA, or
21 in connection with any other claim which arises during the Class Period for any known or unknown claims.

22 13. Plaintiffs are hereby enjoined from filing or prosecuting any other cases, claims, suits or
23 administrative proceedings involving the Released Class Claims as set forth in the Settlement Agreement.

24 **Payments Pursuant to the Stipulation**

25 14. Within twenty-one (21) days after the Settlement Effective Date, Defendant is to fund the
26 Qualified Settlement Fund. The Court finds that the Maximum Settlement Payment, the Net Settlement
27 Amount, the PAGA Group Payment, and the methodology used to calculate and pay each Settlement Class
28

1 Member's portion of the Net Settlement Amount and/or PAGA Group Member Payment is fair and
2 reasonable, and authorizes the Settlement Administrator to pay and distribute the Net Settlement Amount
3 and PAGA Group Payment to the Settlement Class Members and PAGA Group Members in accordance
4 with the terms of the Settlement Agreement.

5 15. The funds for any check that remains uncashed one-hundred-eighty (180) days after the
6 payment of first round settlement checks by the Settlement Administrator will be sent by the Settlement
7 Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property
8 Law, California Civil Code Section 1500, *et seq.* in the name of the Settlement Class Member and/or the
9 PAGA Group Member to whom the uncashed check was addressed, for his or her benefit until such time
10 as they claim their property. In such event, the Settlement Class Members whose checks remain uncashed
11 one-hundred-eighty (180) days after the payment of first round settlement checks by the Settlement
12 Administrator shall nevertheless remain subject to the terms of the Judgment.

13 16. Class Counsel shall be paid \$370,833 as their attorneys' fees and \$50,486.03 for
14 reimbursement of actual litigation costs and expenses from the Maximum Settlement Payment in
15 accordance with the terms of the Settlement Agreement. The Court finds that the requested award of
16 attorneys' fees is fair and reasonable for a contingency fee in a class action such as this, *i.e.*, one-third of
17 the common fund created by the settlement. Counsel have also established the reasonableness of the
18 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours
19 billed, and risk multiplier are fair and reasonable.

20 17. Plaintiffs Douglas Patton and Salvador Reynosa, Jr. shall each be paid a Service
21 Enhancement payment of \$10,000.00 from the Maximum Settlement Payment for their roles as Class
22 Representatives in accordance with the terms of the Agreement. The Court finds this amount to be fair,
23 reasonable, and sufficiently supported.

24 18. The Settlement Administrator shall be paid an amount not to exceed \$60,000 from the
25 Maximum Settlement Payment for the costs and expenses of administering the Settlement.

26 19. A payment in the amount of \$15,000 from the Maximum Settlement Payment shall be
27 allocated to penalties under the PAGA, California Labor Code sections 2698, *et seq.*, and paid by the
28

1 Settlement Administrator directly to the LWDA.

2 **Other Provisions**

3 20. Nothing relating to this Order, or any communications, papers, or orders related to the
4 Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendant or
5 the Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the Class
6 Members, or any other person, or that class or collective action certification is appropriate in this or any
7 other matter. There has been no determination by any Court as to the merits of the claims asserted by
8 Plaintiffs or as to whether a class should be certified, other than for settlement purposes only. Furthermore,
9 nothing in the Settlement Agreement shall be cited to as, construed to be, admissible as, or considered any
10 form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendant or
11 Releasees.

12 21. The Parties shall implement the Settlement according to the terms of the Settlement
13 Agreement.

14 22. The Court reserves exclusive and continuing jurisdiction over the Action, Plaintiffs, the
15 Class Members, and Defendant for purposes of supervising the implementation, enforcement, construction,
16 administration and interpretation of the Settlement and this Judgment.

17 23. If the Settlement does not become final and effective in accordance with its terms, this
18 Judgment shall be rendered null and void and shall be vacated and, in such event, all related orders entered,
19 and all releases delivered in connection herewith also shall be rendered null and void.

20 **IT IS SO ORDERED.**

21
22
23 Date: _____

The Honorable Charles F. Adams
SUPERIOR COURT JUDGE