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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

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: September 26, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Charles F. Adams
Dept: 7

Date Filed: October 13, 2021

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on October 1, 2024, the Court entered
3 Judgment in the above entitled action. A true and correct copy of the Order and Judgment is
4 attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: October 3, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
10 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On October 3, 2024, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided
9 the documents referenced above electronically via electronic mail (e-mail) to counsel for
Defendant at the following confirmed e-mail addresses:

10 MORGAN, LEWIS & BOCKIUS LLP
11 Barbara J. Miller
barbara.miller@morganlewis.com
12 Alexander L. Grodan
alexander.grodan@morganlewis.com
13 Mayra Negrete
mayra.negrete@morganlewis.com
14 Kimberli Williams
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15 600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626
16 Telephone: +1.714.830.0600
Facsimile: +1.714.830.0700

17 X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the
18 Labor Workforce Development Agency via online process at the PAGA Filing website in
19 accordance with the procedure imposed by the LWDA.

20 X **(State):** I declare under penalty of perjury under the laws of the State of California that the
21 above is true and correct.

22 Executed on October 3, 2024, at La Jolla, California.

23 /s/ Kyle Nordrehaug
24 Kyle Nordrehaug

EXHIBIT #1

FILED

OCT 01 2024

CLERK OF THE COURT

[Signature]
Deputy Clerk

T. DUARTE

SUPERIOR COURT, STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DOUGLAS PATTON, on behalf of the State of California, as a private attorney general,	)	Case No.: 21CV387956
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
v.	)	MOTION FOR FINAL APPROVAL OF
	)	CLASS ACTION AND PAGA
	)	SETTLEMENT
HOME DEPOT U.S.A., INC., et al.,	)	
Defendants.	)	Dept. 7

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Douglas Patton and Salvador Reynosa, Jr. (collectively, "Plaintiffs") allege that defendant Home Depot U.S.A., Inc. ("Home Depot" or "Defendant") failed to pay overtime and minimum wages, failed to provide meal and rest periods or pay associated premiums, and failed to provide code-complaint wage statements, among other Labor Code violations.

Before the Court is Plaintiffs' motion for final approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative Second Amended Class and Representative Complaint ("SAC"), Mr. Patton has been employed by Defendant since August 2017 as a non-

ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 exempt, hourly associate, while Mr. Reynosa was employed in a similar role from January 2018
2 to October 2018. (SAC, ¶¶ 2-3.) Plaintiffs allege that Defendant failed to pay them for all hours
3 worked by requiring them to perform work off the clock. (*Id.*, ¶ 8.) Plaintiffs would clock out of
4 Defendant's timekeeping system for meal periods but would continue to work at Defendant's
5 direction. (*Id.*) As a result, Plaintiffs forfeited minimum wages and overtime wage
6 compensation by working without their time being correctly recorded and without compensation
7 at the applicable rates. (*Id.*) Defendant also failed to include Plaintiffs' non-discretionary
8 incentive compensation as part of their "regular rate of pay," underpaid Plaintiffs' sick wages,
9 and failed to provide them with meal and rest periods during which they were fully relieved from
10 work. (*Id.*, ¶¶ 11-14.) Additionally, Plaintiffs were not reimbursed for business expenses
11 incurred as a result of their employment. (*Id.*, ¶¶ 15-16.)

12 Based on the foregoing allegations, the SAC asserts the following causes of action: (1)
13 unfair business practices; (2) failure to pay overtime wages; (3) failure to pay minimum wages;
14 (4) failure to provide required meal periods; (5) failure to provide required rest periods; (6)
15 failure to reimburse required business expenses; (7) failure to provide required rest periods; (8)
16 failure to provide accurate itemized wage statements; and (9) violation of PAGA.

17 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

18 **A. Class Action**

19 Generally, "questions whether a [class action] settlement was fair and reasonable,
20 whether notice to the class was adequate, whether certification of the class was proper, and
21 whether the attorney fee award was proper are matters addressed to the trial court's broad
22 discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*),
23 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
24 260.)

1 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
2 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
3 complexity and likely duration of further litigation, the risk of maintaining class action status
4 through trial, the amount offered in settlement, the extent of discovery completed and the stage
5 of the proceedings, the experience and views of counsel, the presence of a governmental
6 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
7 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

8 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
9 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
10 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
11 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
12 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
13 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
14 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
15 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
16 marks omitted.) The trial court also must independently confirm that “the consideration being
17 received for the release of the class members’ claims is reasonable in light of the strengths and
18 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
19 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
20 “provided with basic information about the nature and magnitude of the claims in question and
21 the basis for concluding that the consideration being paid for the release of those claims
22 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

23 **B. PAGA**

24 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall
25 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s

1 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
2 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
3 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
4 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
5 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
6 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

7 Similar to its review of class action settlements, the Court must “determine independently
8 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
9 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
10 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
11 remediate present labor law violations, deter future ones, and to maximize enforcement of state
12 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
13 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
14 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
15 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
16 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

17 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
18 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
19 verdict].) But a permissible settlement may be substantially discounted, given that courts often
20 exercise their discretion to award PAGA penalties below the statutory maximum even where a
21 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
22 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

23 **III.SETTLEMENT CLASS**

24 For settlement purposes only, Plaintiffs request the following Class be certified:
25

1 All non-exempt, hourly associates employed by Home Depot U.S.A., Inc. (and its past
2 and present Affiliates) in the State of California at a California supply chain facility at any point
3 during the Class Period, excluding those associates who worked at the Tracy RDC prior to June
4 17, 2021.

5 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
6 approving or denying certification of a provisional settlement class after [a] preliminary
7 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
8 class “when the question is one of a common or general interest, of many persons, or when the
9 parties are numerous, and it is impracticable to bring them all before the court”

10 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
11 (1) an ascertainable class and (2) a well-defined community of interest among the class
12 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
13 *Drug Stores*)). “Other relevant considerations include the probability that each class member
14 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
15 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
16 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
17 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
18 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

19 In the settlement context, “the court’s evaluation of the certification issues is somewhat
20 different from its consideration of certification issues when the class action has not yet settled.”
21 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
22 settlement-only context, the case management issues inherent in the ascertainable class
23 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
24 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
25

1 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
2 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

3 At preliminary approval, the Court provisionally certified the above-described class,
4 determining that Plaintiffs had demonstrated by a preponderance of the evidence (1) an
5 ascertainable class, (2) a well-defined community of interest among the class members and (3)
6 that a class action provides substantial benefits to both litigants and the Court. Consequently, the
7 Court will certify the class for settlement purposes as requested.

8 **IV. TERMS AND ADMINISTRATION OF SETTLEMENT**

9 The non-reversionary gross settlement amount is \$1,112,500. Attorney fees of up to one-
10 third of the gross settlement (\$370,333), litigation costs of up to \$50,500, and administration
11 expenses not to exceed \$60,000 will be paid from the gross settlement. \$20,000 will be allocated
12 to PAGA penalties, 75% of which (\$15,000) will be paid to the LWDA, with the remaining 25%
13 (\$5,000) paid to “PAGA Group Members,” who are defined as “any non-exempt, hourly
14 associate employed by Home Depot in the State of California at a supply chain facility at any
15 point during [January 26, 2020 through April 16, 2023], excluding those associates who worked
16 at the Tracy RDC prior to June 17, 2021.” Plaintiffs each seek a service award of \$10,000.

17 The net settlement amount will be allocated to class members- defined as “any non-
18 exempt, hourly associate employed by [Home Depot] (and its past and present Affiliates) in the
19 State of California at a California supply chain facility at any point during [January 26, 2017
20 through April 16, 2023], excluding those associates who worked at the Tracy RDC prior to June
21 17, 2021”- on a pro-rata basis based on the number of weeks worked during the class period. For
22 tax purposes, settlement payments will be allocated 25% to wages and 75% to interest and
23 penalties. The employer side payroll taxes will be paid by Defendant separately from the gross
24 settlement amount. 100% of the PAGA payment to PAGA Group Members will be allocated to
25

1 penalties. Funds associated with checks uncashed after 180 days will be transmitted to the State
2 of California to be held pursuant to Unclaimed Property Law.

3 In exchange for settlement, class members who do not opt out will release:

4 [A]ny claim for restitution, penalties, civil, damages, or any other form of relief asserted
5 or pleaded (or that could have been pleaded based on the factual allegations) in the Operative
6 Complaint and/or notice provided to the LWDA by any Named Plaintiff that accrued during the
7 Class Period, including claims for (1) unpaid wages; (2) unpaid overtime (included alleged
8 violations of Labor Code Sections 210, 221, 510, 558, 1194, 1198 and similar provisions of the
9 California Wage Orders); (3) minimum wage violations (including alleged violations of Labor
10 Code Sections 210, 221, 1194, 1197, 1197.1, and similar provisions of the California Wage
11 Orders); (4) failure to provide meal and/or rest breaks in accordance with Labor Code Section
12 512 (and/or the applicable California Wage Order); (5) failure to properly calculate and/or pay
13 break premiums as required by Labor Code Section 226.7 (and/or the applicable California Wage
14 Order); (6) violations of California's sick leave laws (including COVID-related emergency sick
15 leave); (7) miscalculation of the regular rate and/or rate for payment of sick leave and/or
16 emergency sick leave; (8) failure to reimburse for work-related expenditures in violation of
17 Labor Code Section 2802 (and/or the applicable California Wage Order); (9) failure to provide
18 accurate wage statements or otherwise keep accurate payroll records (alleged violations of Labor
19 Code Section 226 and similar provisions of the California Wage Orders); (10) failure to timely
20 pay wages (including wages due upon termination and waiting time penalties) as required by
21 Labor Code Sections 201, 202, 203, 204, and 227.3 (and/or the applicable California Wage
22 Order).

23 PAGA Group Members will release:

24 [C]laims arising during the PAGA Period made on behalf of the LWDA and/or State of
25 California included in any notice provided to the LWDA by any Named Plaintiffs or as pleaded

1 in any Complaint or that could have been pled based on factual allegations contained in the
2 Operative Complaint or any written notice provided to the LWDA, including PAGA claims for
3 or predicated on (1) unpaid wages; (2) unpaid overtime (included alleged violations of Labor
4 Code Sections 210, 221, 510, 558, 1194, 1198 and similar provisions of the California Wage
5 Orders); (3) minimum wage violations (including alleged violations of Labor Code Sections 210,
6 221, 1194, 1197, 1197.1, and similar provisions of the California Wage Orders); (4) failure to
7 provide meal and/or rest breaks in accordance with Labor Code Section 512 (and/or the
8 applicable California Wage Order); (5) failure to properly calculate and/or pay break premiums
9 as required by Labor Code Section 226.7 (and/or the applicable California Wage Order); (6)
10 violations of California's sick leave laws (including COVID-related emergency sick leave); (7)
11 miscalculation of the regular rate and/or rate for payment of sick leave and/or emergency sick
12 leave; (8) failure to reimburse for work-related expenditures in violation of Labor Code Section
13 2802 (and/or the applicable California Wage Order); (9) failure to provide accurate wage
14 statements or otherwise keep accurate payroll records (alleged violations of Labor Code Section
15 226 and similar provisions of the California Wage Orders); (10) failure to timely pay wages
16 (including wages due upon termination and waiting time penalties) as required by Labor Code
17 Sections 201, 202, 203, 204, and 227.3 (and/or the applicable California Wage Order); (11) any
18 alleged failure to comply with California's Wage Orders including provisions regulating
19 conditions of employment including temperature and suitable seating; and (12) civil penalties
20 pursuant to PAGA based on any of the foregoing alleged violations.

21 Consistent with the statute, PAGA Group Members will not be able to opt out of the
22 PAGA portion of the settlement. As determined in the Court's order preliminarily approving the
23 parties' settlement agreement, the foregoing releases are both appropriately tailored to the
24 allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th
25 521, 537.)

1 The notice period has now been completed. According to the declaration of case
2 manager Nathalie Hernandez with settlement administrator ILYM Group, Inc. ("ILYM")
3 submitted in support of the instant motion, on May 7, 2024, ILYM received from Defendant's
4 counsel several class data files containing the names, social security numbers, last known
5 mailing addresses, and the total number of relevant workweeks worked for each of the 11,945
6 settlement class members. ILYM processed the addresses it had against the National Change of
7 Address database to confirm and update this information and then mailed the notice packet to
8 Class members on June 5, 2024 via first class mail. As of the date of Ms. Hernandez's
9 declaration, September 4, 2024, ILYM has received 573 returned notice packets as
10 undeliverable; 8 contained forwarding addresses to which packets were promptly re-mailed. For
11 the remaining 565, ILYM conducted a skip trace and located 486 updated address, to which
12 notice packets were re-mailed. At present, 79 Notice packets have been deemed undeliverable as
13 no updated addresses have been located.

14 The deadline to submit a request for exclusion, a challenge to the amount of work weeks
15 listed, or an objection to the settlement was August 5, 2024. As of the date of Ms. Hernandez's
16 declaration, none of the foregoing had been received. Consequently, there are 11,945
17 participating settlement class members. Based on this number, settlement Class members will
18 receive an estimated average gross payment of \$48.65, with the estimated highest gross payment
19 being \$230.37.

20 At preliminary approval, the Court found that the proposed settlement provides a fair and
21 reasonable compromise to Plaintiffs' claims, and that the PAGA settlement is genuine,
22 meaningful, and fair to those affected. It finds no reason to depart from these findings now,
23 especially considering that there are no objections. Therefore, the Court finds that the settlement
24 is fair and reasonable for the purposes of final approval.

V. ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS

As set forth above, Plaintiffs' counsel seeks a fee award of \$370,833, or one-third of the gross settlement amount, which is not an uncommon contingency fee allocation in a wage and hour class action. Plaintiffs also provide a lodestar figure of \$544,312.50, which is based on 763 hours of work at billing rates of \$450 to \$995, resulting in a *negative* multiplier of less than 0.7. This is far less than the range of multipliers that courts typically approve. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 488, 503–504 (*Laffitte*) [trial court did not abuse its discretion in approving fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in a multiplier of 2.03 to 2.13]; *Wershba, supra*, 91 Cal.App.4th at p. 255 [“[m]ultipliers can range from 2 to 4 or even higher”]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements finding “a range of 0.6–19.6, with most (20 of 24, or 83%) from 1.0–4.0 and a bare majority (13 of 24, or 54%) in the 1.5–3.0 range”].)

“While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against a lodestar- multiplier calculation.” (*Laffitte, supra*, 1 Cal.5th 480, 494–495.) Applying this latter approach, “the percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.” (*Laffitte, supra*, 1

1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check:*
2 *Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18
3 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the
4 multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial
5 court should consider whether the percentage used should be adjusted so as to bring the imputed
6 multiplier within a justifiable range, but the court is not necessarily required to make such an
7 adjustment." (*Laffitte, supra*, 1 Cal.5th at 505.)

8 Here, as the multiplier sought by Plaintiffs' counsel is negative, far less than the range of
9 modifiers typically approved by courts and is supported by the percentage cross-check, the Court
10 finds counsel's requested fee award is reasonable.

11 Plaintiffs' counsel also seeks \$50,486.03 in litigation costs, which is less than the
12 maximum amount (\$50,500) permitted under the settlement agreement. Based on the
13 information contained in the declaration of Plaintiffs' counsel, this amount is reasonable and is
14 therefore approved. The \$60,000 in administrative costs are also approved.

15 Finally, Plaintiffs request incentive awards of \$10,000 each. To support this request,
16 Plaintiffs submit the declaration of their counsel which describes their efforts in this action. The
17 Courts finds that they are entitled to an incentive award and the amounts requested are
18 reasonable and are therefore approved.

19 VI. CONCLUSION

20 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
21 DECREED THAT:

22 Plaintiffs' motion for final approval is GRANTED. The following class is certified for
23 settlement purposes only:

24 All non-exempt, hourly associates employed by Home Depot U.S.A., Inc. (and its past
25 and present Affiliates) in the State of California at a California supply chain facility at any point

ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 during the Class Period, excluding those associates who worked at the Tracy RDC prior to June
2 17, 2021.

3 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,
4 § 668.5.) Plaintiff and the members of the class will take from their SAC only the relief set forth
5 in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the
6 California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms
7 of the settlement agreement and the final order and judgment.

8 The Court sets a compliance hearing for May 15, 2025 at 2:30 P.M. in Department 7. At
9 least ten court days before the hearing, class counsel and the settlement administrator shall
10 submit a summary accounting of the net settlement fund identifying distributions made as
11 ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to
12 Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and
13 any other matters appropriate to bring to the Court's attention. Counsel shall also submit an
14 amended judgment as described in Code of Civil Procedure section 384, subdivision (b).

15 Counsel may appear at the compliance hearing remotely.

16
17 DATED: October 1, 2024

18 
19 CHARLES F. ADAMS
20 Judge of the Superior Court
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**
DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95113
CIVIL DIVISION

FILED

OCT 01 2024

CLERK OF THE COURT
By: *[Signature]* Deputy Clerk

T. DUARTE

RE: **Patton v. Home Depot U.S.A., Inc. (Class Action/PAGA)**
Case Number: **21CV387956**

PROOF OF SERVICE

ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on 10/01/2024. CLERK OF THE COURT, by Thomas Duarte, Deputy.

cc: Norman B Blumenthal 2255 Calle Clara La Jolla, CA 92037
cc: Barbara Jean Miller MORGAN LEWIS & BOCLIOUS LLP 600 Anton Boulevard Suite 1800 COSTA MESA, CA 92626