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JOSE R. MATA, SBN 83724
E-Mail: JMata@wagelawyer.com
BAILEY PINNEY, PC
1498 SE Tech Center Place, Suite 290
Vancouver, WA 98683
Telephone: (360)567-2551
Fax: (360)567-3331

Attorneys for Plaintiff Erik Alan Thomas

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ERIK ALAN THOMAS, individually and
on behalf of all others similarly situated
and as a Private Attorney General,

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., a Delaware
Corporation, and DOES 1 through 25,
Inclusive,

Defendants.

Case No. 06-02705 SI

**STIPULATED MOTION AND
[PROPOSED] ORDER TO DISMISS
WITH PREJUDICE**

Hon. Susan Illston

NO HEARING SET

Plaintiff, Eric Alan Thomas, and Defendant, Home Depot U.S.A., Inc., through their counsel
record, stipulate as follows:

1.

Stipulation and Proposed Order –
Case No. 06-02705 SI

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- 1) This action was dismissed without prejudice on August 21, 2009 (Docket No. 85) with Plaintiff having the right to revive the action if, within six months of the dismissal without prejudice, the Los Angeles Superior Court had not given final approval to a proposed global settlement in the Coordinated *Home Depot Employment Cases*, Judicial Council Coordination Proceeding No. 4383.
- 2) On January 27, 2010, the Los Angeles Superior Court filed a final judgment approving the proposed settlement in the Coordinated Home Depot case. Further, the 60-day period for appealing that final judgment has expired and there are presently no appeals pending.
- 3) The above settlement, now finally approved by the Los Angeles Superior Court, disposes of all of the claims asserted in this action, including all of the individual and class claims. Under the terms of that global settlement, this action must be dismissed with prejudice.
- 4) The parties therefore agree that this action should now be dismissed with prejudice.
- 5) The stipulation of the parties shall have no effect on, and shall not be read to modify in any way, the terms of the global settlement that was finally approved by the Los Angeles Superior Court in the Coordinated Home Depot Employment Cases. In the event of any conflict between this stipulation and the settlement agreement, the terms of the settlement agreement shall control.
- 6) Neither party is entitled to an award of attorneys' fees or costs or to be regarded as the prevailing party based on this dismissal with prejudice. Instead, fees and costs are governed by the settlement agreement in the Coordinated Home Depot Employment cases.

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Dated: April 20, 2010

BAILEY PINNEY, PC
JOSE R. MATA

By: /s/ Jose R. Mata
Jose R. Mata
Attorneys for Plaintiff Erik Thomas

Dated: April 20 2010

AKIN GUMP STRAUSS HAUER & FELD LLP
GREGORY W. KNOPP
GARY M. McLAUGHLIN

By: /s/ Gary M. McLaughlin
Gary M. McLaughlin
Attorneys for defendant Home Depot U.S.A., Inc.

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ORDER

On the stipulation of the parties, and good cause appearing therefor,

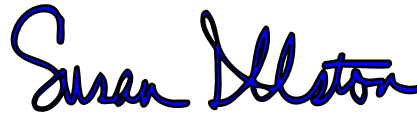
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1) This action is hereby dismissed with prejudice.

2) The stipulation of the parties and this order shall have no effect on, and shall not be read to modify in any way, the terms of the global settlement that was finally approved by the Los Angeles Superior Court in the Coordinated *Home Depot Employment Cases*. In the event of any conflict between this stipulation and the settlement agreement, the terms of the settlement agreement shall control.

3) Neither party is entitled to an award of attorneys' fees or costs or to be regarded as the prevailing party based on this dismissal. Instead, fees and costs are governed by the settlement agreement in the Coordinated *Home Depot Employment Cases*.

Dated: April 21, 2010



Hon. Susan Illston
United States District Court Judge