

PLAINTIFF/PETITIONER: Li Fan
 DEFENDANT/RESPONDENT: Home Depot U.S.A, Inc.

CASE NUMBER:
 MCV084871

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

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

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

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

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

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

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

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

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

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

Electronically Submitted on 06/3/25 12:01 PM

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

Li Fan, an individual, and Kenneth Chiarito, an individual, and on behalf of all others similarly situated,

Plaintiffs,

vs.

HOME DEPOT U.S.A. INC., a Delaware Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. MCV084871

Assigned to the Hon. Eric J. LiCalsi

~~[SECOND AMENDED PROPOSED]~~ FINAL
APPROVAL ORDER AND JUDGMENT

Date: May 19, 2025

Time: 8:30 a.m.

Place: Department 44

Complaint Filed: March 30, 2021

1 Plaintiff Li Fan's and Plaintiff Kenneth Chiarito's (collectively, "Plaintiffs") Motion for Motion
2 for Final Approval of Class Action Settlement ("Motion for Final Approval") came on for hearing before
3 this Court, the Honorable Eric J. LiCalsi presiding. The Court, having considered the papers submitted in
4 support of the motion, **HEREBY ORDERS THE FOLLOWING:**

5 1. All defined terms contained herein shall have the same meanings as set forth in the Joint
6 Stipulation of Class Action Settlement and Release of Claims filed with this Court (the "Settlement
7 Agreement"), and incorporated by reference.

8 2. The Court has personal jurisdiction over all Settlement Members and that the Court has
9 subject matter jurisdiction to approve the Settlement.

10 3. The terms of the Settlement are fair, just, reasonable, and adequate, to the Settlement
11 Class and to each Settlement Class Member and PAGA Aggrieved Employee and Seating Claim PAGA
12 Aggrieved Employee, and the Settlement is ordered finally approved, and that all terms and provisions of
13 the Settlement should be and hereby are ordered to be consummated.

14 4. The Parties are hereby directed to perform the terms of the Settlement as described in the
15 Settlement Agreement according to its terms and provisions.

16 5. The Settlement Agreement is binding on Plaintiffs, Participating Class Members, PAGA
17 Aggrieved Employees and Seating Claim PAGA Aggrieved Employees, and the State of California.
18 Specifically, Plaintiffs and Participating Class Members are bound to the Class Settlement, and Plaintiffs,
19 PAGA Aggrieved Employees and Seating Claim PAGA Aggrieved Employees, and the State of
20 California are bound to the PAGA Settlement.

21 6. The Settlement Administrator received forty-four (44) timely and properly submitted
22 Requests for Exclusion. The Class Settlement is not binding to those who timely and properly submitted
23 Requests for Exclusion.

24 7. The Settlement Administrator did not receive any Notices of Objections.

25 8. It is ordered that the Settlement Class is certified for settlement purposes only. The Court
26 finds that with respect to the Settlement Class and for purposes of approving this Settlement only that: (a)
27 the members of the Settlement Class are ascertainable and so numerous that joinder of all members is
28 impracticable; (b) there are questions of law or fact common to the Settlement Class with respect to the

1 subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
2 members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
3 interests of the members of the Settlement Class; (e) a class action is superior to other available methods
4 for an efficient adjudication of this controversy; and (f) the Class Counsel are qualified to serve as
5 counsel for Plaintiffs in their individual and representative capacities for the Settlement Class.

6 9. The Court finds that the Class Notice and notice methodology implemented pursuant to
7 this Settlement: (a) constituted the best practicable notice; (b) constituted notice that was reasonably
8 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action,
9 their right to object to or exclude themselves from the Class Settlement and their right to appear at the
10 Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all
11 persons entitled to receive notice; and (d) satisfied requirements of law and due process.

12 10. The Settlement Class is hereby made final. The Settlement Class is defined as: all
13 current and former non-exempt employees of Defendant who worked in California from and including
14 March 30, 2020 through March 31, 2022 (or if any such person is incompetent, deceased, or unavailable
15 due to military service, the person's legal representative or successor in interest evidenced by reasonable
16 verification). The following individuals having submitted timely and proper Requests for Exclusion are
17 not included in the Settlement Class: William Arata, James Augustyn, William Augustyn, Gipson Baller,
18 Stephen Batstone, Michele Belew, Katy Borck, Luke Bundesen, Irma Celis, Sandy Christopher, Mark
19 Codiga, Bertha Cortez, Bruce Dahle, Tammy Delgado, Heather Evans, David Fisher, Gabrielle Franco,
20 Travis Franklin, Emily Gallegos Arizaga, Matthew Garcia, Robert Hamamoto, Rolland Henry, Robert
21 Hooker, Eddie Jimenez, Anthony Johnson, John Keating, James Kirkendall, Rachel Krowe, James
22 Laface, Daniel Loreda, Kathleen Maiden, Cheryl Mckee, George Pennington, Rigoberto Rojas, Nayeli
23 Santacruz, Susan Shelton, Charles Smith, Mario Soto, Darrin Spurgeon, Lara Tarahteeff, Emily Viernes,
24 Robert Waschak, Alma Wede, and Paula Wolven.

25 11. The Class Period is March 30, 2020 through March 31, 2022.

26 12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
27 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
28 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed

1 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

2 13. The Court hereby enters Judgment by which, as of the Effective Date and full funding of
3 the Gross Settlement Fund: (a) Participating Class Members and Plaintiffs, shall be conclusively
4 determined to have given a release of any and all Released Class Claims against the Released Parties, as
5 set forth in the Settlement Agreement and Class Notice; (b) PAGA Aggrieved Employees, Seating
6 Claims PAGA Aggrieved Employees, Plaintiffs and the State of California, shall be conclusively
7 determined to have given a release of any and all Released PAGA Claims and Released PAGA Seating
8 Claims, as set forth in the Settlement Agreement and Class Notice.

9 14. The Settlement Agreement provides that the Gross Settlement Fund is \$3,000,000.00.
10 The Net Settlement Fund shall be determined according to the terms of the Settlement Agreement as
11 approved herein. The Court orders the calculations and the payments to be made and administered in
12 accordance with the terms of the Settlement Agreement.

13 15. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
14 Settlement Class for purposes of entering into and implementing the Settlement.

15 16. The Court confirms James Hawkins, APLC, and Capstone Law APC, as Class Counsel.

16 17. The Court finds and determines that the Individual Settlement Payments to be paid to
17 Participating Class Members and Individual PAGA Payments to be paid to PAGA Aggrieved
18 Employees and Seating Claims PAGA Aggrieved Employees as provided by the Settlement Agreement
19 are fair and reasonable. The Court gives final approval to and orders payment of those amounts to be
20 made to Participating Class Members and PAGA Aggrieved Employees and Seating Claims PAGA
21 Aggrieved Employees in accordance with the Settlement Agreement.

22 18. The Court finds and determines that the PAGA Payment in the amount of \$150,000 is
23 fair, reasonable, and appropriate. The Court further finds the allocation of the PAGA Payment, seventy-
24 five percent (75%) of the PAGA Payment being allocated to the LWDA in the amount of \$112,500 and
25 the remaining twenty-five percent (25%) in the amount of \$37,500 shall be allocated to the PAGA
26 Aggrieved Employees and Seating Claims PAGA Aggrieved Employees, as fair, reasonable, and
27 appropriate.

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1 19. The Court finds and determines that the fees and expenses in administering the
2 Settlement incurred by ILYM Group, Inc., in the amount of \$399,950 are fair and reasonable. The Court
3 gives final approval to and orders payment of that amount in accordance with the Settlement.

4 20. The Court finds and determines that the Class Representative Service Awards in the sum
5 of \$25,000 each to Plaintiff Li Fan and Plaintiff Kenneth Chiarito are fair and reasonable. The Court
6 hereby orders the Settlement Administrator make this payment to Plaintiffs in accordance with the terms
7 of Settlement Agreement.

8 21. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
9 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees in the sum of \$1,000,000
10 and litigation costs and expenses of \$41,261.50. The Court finds such amounts to be fair and reasonable.
11 The Court orders the Settlement Administrator to make these payments in accordance with the terms of
12 the Settlement Agreement.

13 22. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or
14 for any other charge, expense, or liability with respect to the Action, except as provided for in the
15 Settlement Agreement.

16 23. With the consent of the Parties, without affecting the finality of the Order, the Court shall
17 retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
18 administration and enforcement of the Settlement. Any disputes or controversies arising with respect to
19 the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented
20 by motion to the Court; provided however, that nothing in this Paragraph shall restrict the ability of the
21 Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement
22 Agreement.

23 24. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
24 the Settlement or under this order, including the requirement that Defendant make payments in
25 accordance with the Settlement.

26 25. Upon completion of administration of the Settlement, the Settlement Administrator will
27 provide written certification of such completion to the Court and counsel for the Parties which shall be
28 filed with the Court on or before March 17, 2026.

1 26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
2 this Court's Order awarding the Class Counsel Award for attorneys' fees and litigation costs and
3 expenses.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5
6 Dated: 07/11/2025



HON. ERIC J. LICALSI
Madera County Superior Court Judge

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On July 11, 2025, I served on the interested parties in this action the following document(s) entitled:

PLAINTIFF'S NOTICE OF ENTRY OF JUDGMENT OR ORDER

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See attached Service List)

[X] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on July 11, 2025, at Irvine, California


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22
23 **Via LWDA Website Only**

24 Labor and Workforce Development Agency
25 Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612

26 <http://www.dir.ca.gov/Private-Attorneys-General-Act>
27
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