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Attorneys for Plaintiff Kevin Hickey

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SACRAMENTO**

KEVIN HICKEY, an individual, on behalf of  
himself and all others similarly situated,

Plaintiff,

v.

TRANSFORM SEARS HOME SERVICES,  
LLC, a Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No. 34-2022-0321759

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lauri A. Damrell

**REPRESENTATIVE ACTION**

**DECLARATION OF PLAINTIFF KEVIN  
HICKEY IN SUPPORT OF PLAINTIFF'S  
MOTION FOR APPROVAL OF PAGA  
REPRESENTATIVE SETTLEMENT**

Date: March 28, 2025

Time: 9:00 a.m.

Dept: 22

Reservation No: A-321759-001

Complaint filed: June 14, 2022

Trial date: None Set

1 I, Kevin Hickey, declare:

2 1. I am a plaintiff in this representative action against Transform Sears Home Services,  
3 LLC, and make this declaration in support of the Approval of PAGA Representative Settlement  
4 with Defendant Transform Sears Home Services, LLC (“Defendant”). I have personal knowledge of  
5 the facts stated in this declaration, except as to those matters stated upon information or belief, and,  
6 as to those matters, I believe them to be true. If called as a witness, I could and would testify  
7 truthfully and competently to the matters stated in this Declaration.

8 2. I am in no way related to anyone associated with anyone who works for The  
9 Markham Law Firm, Cohelan Khoury & Singer, or United Employees Law Group. Further, I have  
10 no conflict of interest with any aggrieved employees.

11 3. I worked for Defendant in California, as a Service Technician between December  
12 2020 to July 2021. My duties consisted of being dispatched to residential areas to repair customers’  
13 appliances, providing customer service, selling warranties, taking inventory, and keeping a clean,  
14 organized and stocked truck. I was dispatched from my home to various locations and typically had  
15 7 to 10 jobs per day to complete along with very long travel times. I earned approximately \$23.50  
16 per hour.

17 4. In the complaint I brought against the Defendant, I alleged that I was not paid for all  
18 hours worked. Other technicians and I were responsible for taking inventory of the vans and  
19 restocking the necessary supplies for the following day. Due to quotas and appointment schedule  
20 we had to adhere to during the workday, the restocking and inventory counts would be done off the  
21 clock, amounting to hours of unpaid time each week. I do not believe I have been paid for all of this  
22 time - either straight-time or overtime wages.

23 5. I also alleged I was often not able to take my meal break until after the end of my  
24 fifth hour of work, or I had to work through it completely. I was often completing a job or driving  
25 when the time to take my break came so I was unable to take an off-duty break. I was often required  
26 to record my meal breaks as if they were compliant and timely taken. I do not believe I was paid a  
27 meal period premium for those missed, late or interrupted meal breaks. I also alleged I was not  
28 offered a second meal break when my shifts went over 10 hours.

1           6.       Further, I alleged in my complaint that for the same reasons as in the preceding  
2 paragraph, there were times when I was unable to take my rest breaks, or that they were cut short  
3 due to the press of business and unavailability to stop and take breaks and still meet quotas and  
4 arrive at service appointments on time. I believe these practices, including the quota policy and  
5 schedules, applied to other Service Technicians as well.

6           7.       I further alleged I was not provided accurately itemized wage statements, and not  
7 timely paid all wages upon my separation of employment for all hours worked. I believe that other  
8 employees were subject to Defendant's same policies and practices regarding the wage statement  
9 and payment procedure.

10          8.       I decided to contact an attorney because, to me, it was not fair that I was not paid for  
11 all hours worked, not provided with the meal and rest breaks that I was entitled to, and not paid for  
12 all wages upon separation of my employment. I initially spoke with the attorneys at United  
13 Employees Law Group and later with the attorneys at The Markham Law Firm and Cohelan  
14 Khoury & Singer, and I told them about everything I had experienced while working for Defendant.  
15 I decided to become a named plaintiff in a representative action against Transform Sears Home  
16 Services, LLC. My attorneys explained the duties and responsibilities as a named plaintiff  
17 representative in a PAGA action, and I decided to undertake this role for the benefit of other  
18 employees of Defendant who experienced the same issues that I had experienced.

19          9.       I hoped that by filing this lawsuit, Defendant would do the right thing and pay their  
20 employees for all hours worked, provide employees with their timely and uninterrupted meal and  
21 rest breaks, and provide timely wages they incurred as required by California law.

22          10.       I was very happy and relieved to learn that the case had settled on a representative  
23 basis, and it resulted in a settlement amount of \$1,390,000.00, from which payments will be made  
24 to the LWDA and aggrieved employees. I think this is an excellent result. It is rewarding to know  
25 that because I took action against something I felt was wrong, the other employees and LWDA will  
26 benefit financially.

27          11.       In total, I estimate that I have spent approximately 71 hours on this case so far (see  
28 more detailed breakdown of hours below). I began working on this case before it was even initiated.

1 I spent a lot of time answering my attorneys' questions by phone, emails, and text messages about  
2 this case. I searched my records and produced information and documents related to this case. As a  
3 result, I have spent hours searching for documents, and reviewing documents my attorneys asked  
4 me to review. Throughout, I have conferred with my Counsel and remained available to answer any  
5 questions, and to provide any work or documents requested. Whenever asked, I have searched for  
6 more records, organized and produced records and reviewed any documents or information  
7 provided by Defendant which my attorneys have asked me to explain.

8 I estimate that the time I spent on this matter is as follows:

- 9 • Pre-litigation investigation and communications: 15 hours
- 10 • Document search and review including scanning/sending the documents: 16 hours
- 11 • Calls and emails with the attorneys throughout the case: 20 hours
- 12 • Reviewing documents from attorneys, including declarations and pleadings: 12  
13 hours
- 14 • On standby for full day mediation: 8 hours

15 **Total: approximately 71 hours**

16 12. I was on standby for a full-day mediation session. My attorneys needed me to be  
17 available in case they had any questions pertaining to my claims in this case. My job does not allow  
18 me to step away if I get a phone call, so I actually had to take this day off work to ensure I would be  
19 able to answer the phone, and lost wages as a result.

20 13. I always did my best to be available to my attorneys to answer any questions they  
21 had or provide any information they needed. I returned their phone calls and text messages as  
22 promptly as I could and answered any questions to the best of my ability. I complied with my  
23 attorneys' requests to review documents and provide information.

24 14. By filing this lawsuit, I understood the risks involved. I was afraid of the possibility  
25 that my role in this action would affect my future employment. I now bear the stigma of bringing a  
26 lawsuit against my employer – a large company. Given the internet, it is quite likely that future  
27 possible employers might find out simply by “googling” my name that I acted as a named plaintiff  
28

1 in this action. Regardless of this risk, I am happy to know that the time, effort, and information I  
2 provided helped to make this settlement possible.

3 15. I am also aware that if I lost this case, I might be responsible for Defendant's costs  
4 of defending this case. This substantially added to the stress of being a named plaintiff in this case.

5 16. Participating in this case was challenging due to my demanding responsibilities. As  
6 the sole caretaker for my elderly, diabetic grandmother, who relies on me for assistance several  
7 times a week, and a full-time employee working long hours, balancing these obligations alongside  
8 this lawsuit was difficult. The legal proceedings caused significant mental and emotional stress,  
9 heightening my anxiety. I was very concerned when my current employer was contacted about the  
10 case, as I rely on that employment for my livelihood. Despite these hardships and stress incurred, I  
11 believe my efforts benefited the LWDA and other aggrieved employees.

12 17. For all of the reasons above, I believe the settlement amount of \$1,390,000 is fair,  
13 adequate, and reasonable in light of PAGA's purpose to remediate present labor law violations and  
14 maximize enforcement of the Labor Code.

15 18. I have separately entered into a confidential settlement agreement with Defendant in  
16 exchange for providing a general release of my claims as specified in that agreement (excepting  
17 claims alleged in a separate pending lawsuit). I understand that if the Court requires, this settlement  
18 agreement will be provided to the Court under seal to comply with the confidentiality provisions.

19 19. I am very pleased with the outcome of the case, and I believe it is a good result for  
20 the benefit of the LWDA and aggrieved employees in this case. I respectfully ask that the Court  
21 grant the approval of this Settlement and do everything in the Court's power to finalize the  
22 Settlement. I am committed to this case and will continue to make myself available throughout the  
23 rest of the settlement process.

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

26 Executed this date Feb 27, 2025 at Mount Shasta, California.

27   
Kevin Hickey (Feb 27, 2025 15:01 PST)

28 Kevin Hickey