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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

SEAN HESTON and ANTONIO DE LEON, individually, and on behalf of other members of the general public similarly situated; Plaintiffs, vs. SERVICE WEST, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21CV002394 Assigned for All Purposes to: Hon. Rebekah Evenson Dept. 24 **DECLARATION OF JAMIE K. SERB IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: September 18, 2025 Time: 9:00 a.m. Dept.: 24 **Reservation ID: 952918539761**

DECLARATION OF JAMIE K. SERB

I, JAMIE K. SERB, declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, PC, counsel of record for plaintiff Antonio De Leon. I make this declaration in support of Plaintiffs' Motion for Approval of Class Action and PAGA Settlement. If called to testify as to the within facts, I would and could competently do so.

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a true and correct copy of Plaintiff De Leon's notice letter to the Labor & Workforce Development Agency ("LWDA") and proof of submission. Attached hereto as Exhibit 3 is proof of submission of the proposed settlement to the LWDA via its online portal.

3. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or classes, other than the consolidated matter being resolved as part of this settlement.

BACKGROUND AND LITIGATION HISTORY

4. Service West was founded in 1981 in San Francisco, and provides commercial furniture installation, warehousing, and logistics services. Defendant currently maintains more than 400,000 square feet of warehousing space throughout the Bay Area and Southern California, and is currently headquartered in in San Leandro, California. Plaintiff Heston worked for Defendant from approximately June 2018 to approximately July 2020 as an hourly-paid Journeyman/Installer. Plaintiff De Leon worked for Defendant as an Installer bringing and installing office furniture into office spaces. He went on disability leave on or about December 28, 2022 and was terminated in or around October 2023 while still out on disability leave.

5. On November 10, 2021, Plaintiff Heston commenced the Action by filing a Complaint alleging causes of action against Service West for (1) Violation of California Labor Code

§§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Premiums); (3) Violation of California Labor Code §§ 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code §§ 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code §§ 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code §§ 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, *et seq*. On November 23, 2021, Plaintiff Heston also filed the *Heston* PAGA Matter, alleging a cause of action for Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

6. On February 28, 2023, Plaintiff De Leon filed the *De Leon* Matter, alleging (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition. On September 11, 2023, Plaintiff De Leon filed a First Amended Complaint, adding a claim for Violation of the Private Attorneys General Act of 2004.

7. Defendant has at all times denied Plaintiffs' collective allegations and maintained its meal and rest break and payroll policies and procedures comply with California law, that it paid the class member all wages due, and provided them with required meal and rest breaks. Defendant also contends there would be no need for any class member to use their own phone on company business and therefore no reimbursement is owed. Additionally, Defendant strongly contended the case cannot be maintained as a class action, arguing for example that to the extent class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent

and evidence of such missed breaks would be anecdotal, and therefore individualized issues would predominate.

8. After Plaintiffs filed their complaints, the Parties engaged in initial written discovery and over the course of the litigation the Parties engaged in extensive motion practice. Service West first filed a motion to consolidate, which the Court granted on April 18, 2023 and consolidated the two cases with Heston as the lead case. On January 30, 2024, Service West moved to compel Plaintiff De Leon to arbitration, which motion the Court denied after full briefing and two hearings on March 26, 2024 and April 16, 2024. On February 13, 2024, Service West moved for summary adjudication in Heston, which motion was fully briefed but ultimately continued pending mediation.

9. The Parties agreed to attempt mediation, and also agreed on a protocol for an exchange of substantial documents and information before the mediation to facilitate the settlement discussions. Consequently, Plaintiffs' counsel reviewed payroll records, compensation plans, personnel policies/handbooks, meal and rest break policies, personnel files, and a random of sampling of Class Member paystubs and time records. Plaintiffs then had those records analyzed by Berger Consulting Group to look for, inter alia, violation rates for missed, late and/or short meal breaks, potential damages from unpaid overtime, etc. Defendant also provided data regarding the total number of putative class members, the estimated total amount of workweeks and pay periods they worked, average pay rates, and information regarding other non-hourly compensation, among other relevant data.

10. The Parties then engaged the Hon. Robert Sabraw (Ret.), a respected professional neutral with substantial wage and hour and class action experience and, in September 2023, the Parties participated in a full day mediation with Judge Sabraw but were unable to settle the case. As noted the Parties continued with litigation, discovery and law and motion, and ultimately agreed to a second mediation with David Phillips, Esq., another highly regarded neutral. The Parties mediated with Mr. Phillips in April 2024 and throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers, but again were unable to reach an agreement. The Parties, however, continued negotiating for several months with the mediator's

assistance and finally were able to reach a settlement in September 2024 after a mediator's proposal. The Parties then collaboratively drafted the Settlement Agreement setting forth the settlement terms now before the Court for approval. Finally, in order to fully effectuate the proposed settlement, Plaintiffs will file a Second Amended Complaint setting forth all allegations and claims being settled.

SUMMARY OF SETTLEMENT TERMS

11. Under the settlement, Service West will pay $1,250,000 into a common fund, the Gross Settlement Amount ("GSA"), in three equal payments over the course of 240 days after the Settlement's Effective Date. Attorney's fees of up to $435,000 (35% of the GSA), litigation costs of up to $80,000, settlement administration costs of no more than $12,000, service awards to Plaintiffs of no more than $10,000 each, and $225,000 for alleged PAGA civil penalties (apportioned 75%, or $168,750, to the LWDA, and 25%, or $56,250, to the eligible Aggrieved Employees), all will be deducted from the GSA. The balance of around $478,000 will be allocated pro rata to the Class Members based on their weeks worked during the Class Period. No portion of the GSA will revert to Defendant.

12. The settlement provides for conditional certification of a settlement class including all current and former non-exempt, California, hourly-paid employees of Service West, Inc. ("Service West" or "Defendant") who were employed at any time during the Class Period of November 10, 2017 through the date of Preliminary Approval. The Class consists of about 1,129 individuals.

13. As noted, the settlement obligates Defendant to pay $1,250,000 to resolve the Class's claims, inclusive of attorney's fees and costs. At least $478,000 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that <u>does not</u> require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Twenty percent (20%) of each settlement share will be allocated to wages and the remaining eighty percent will be allocated to expenses, penalties and interest, which allocation is consistent with Defendant's potential liability. Defendant will pay any and all applicable employer-side payroll taxes separately

and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a class member does not cash their settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

14. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked in California for Defendant during the Class Period . Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal and rest breaks, unreimbursed expenses, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a settlement award corresponding to the relative value of their potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Defendant in California and the amount unpaid overtime, the number of missed meal breaks and/or rest breaks, etc. I estimate the average gross award to be around $423.

15. Subject to the Court's approval, the Parties have agreed on Simpluris, Inc. ("Simpluris") as the Administrator. Simpluris is qualified and has significant experience administering class action settlements, including numerous wage and hour matters. Atticus's fees and costs will not exceed $12,000.00. If the Court approves less than the above amount, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

16. The proposed Notice of Class Action Settlement (Exhibit A to the Settlement Agreement) sets out information about this case and explains the basic settlement terms in plain language. The Notice also sets forth the individualized information used to calculate Class Members' Individual Settlement Payments and each Class Member's estimated settlement award. The Notice likewise details the procedures for Class Members to dispute their individual information, the procedure for submitting an objection to the Settlement, the procedure to request exclusion, and the fact that any final judgment will bind all class members who do not op out. Cal. Rules of Court 3.769(f) and 3.766(d). In sum, the Notice provides the Class Members with the information necessary to evaluate the Settlement and decide to participate in, opt out of, or object

to the proposed Settlement, and meets all requirements imposed by the California Rules of Court. Coupled with the notice procedure, the Notice provides the best notice practicable. [Serb

17. Class Members will have sixty days to dispute the information in their Notice used to calculate their settlement award, and also have 60 days to submit any objections to the settlement or to request exclusion. If a Class Member disputes their individual information, the Administrator will review the Class Member's records and any other information submitted, and make a final determination.

18. All Participating Class Members will release Defendant from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the Class Period. Plaintiffs and the Aggrieved Employees likewise will release all alleged claims under PAGA alleged in the operative complaint, or that could have been brought based on the factual allegations in the operative complaint during the PAGA Period.

19. A modest incentive award for each Plaintiff is appropriate under applicable law. They devoted time and resources to the litigation, provided documents, assisted Class Counsel with investigating the claims asserted and in preparing for mediation. The service payment provided to Plaintiffs as the class representatives is typical in class action cases and reasonable. Defendant will not oppose a request for an enhancement award to each Plaintiff of not more than $10,000.00 in recognition of their time spent on this matter, the risks they undertook on behalf of the class, and the benefit conferred to the class, as addressed in their respective declarations filed herewith. If the Court approves less than the above amounts, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

20. The terms of the Parties' settlement also allow Plaintiffs' counsel to apply for an award of attorney's fees of up to 35% of the GSA, or $435,000 and reimbursement of actual costs and expenses of up to $80,000.00. At final approval Plaintiffs' counsel will submit a request for attorney's fees and actual litigation costs per the terms of the Settlement Agreement and applicable law, and will provide the Court with appropriate information and evidence regarding hourly rates, tasks performed, and time expended on the case. If the Court approves less than the above amounts,

the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

21. As noted, the Parties allocated $225,000 to payment of alleged civil penalties under PAGA, which amount Plaintiffs submit is fair, reasonable, and adequate, and furthers PAGA's underlying purposes. As required by Labor Code section 2699(*l*)(2), Plaintiffs gave notice of the settlement and the approval hearing to the LWDA via its online portal.

<u>The Proposed Class Should Be Conditionally Certified</u>

22. In the present matter, conditional certification is proper since this matter satisfies all requirements for class certification under Code of Civil Procedure section 382. First, the class is both sufficiently numerous, consisting of approximately 1,129 individuals, and ascertainable by reference to Defendant's personnel and payroll records.

23. Plaintiffs both are adequate class representatives, as their claims do not conflict with and are not antagonistic to the claims of other class members. Further, their respective claims are typical as each is a member of the class and their claims arise from the same employment practices and course of conduct giving rise to the claims of the other class members.

24. Common questions of law and fact predominate – particularly for purposes of a settlement class – as the Class Members all were paid via substantially similar compensation plans that underpaid them by improperly rounding employee time punches, and subject to the same policies that resulted in missed/non-compliant meal and rest periods. Since the focus of the claims against Defendant concerns the legality of common policies applied uniformly to the entire class, common issues predominate over individualized inquiries concerning liability. For instance, Defendant's time rounding practice either properly paid the class members for their hours worked or it did not. Regardless of these determinations, it will decide liability for all Class Members one way or another.

25. Resolving this matter as a class action is superior to other available means for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a) individual joinder of all members of the class is impractical, (b) class action treatment will permit a large number of similarly situated persons to resolve their common claims in a single forum

simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the damages suffered by many of the individual class members are relatively small and the expenses and burden of individual litigation would make it difficult or impossible for them to seek redress on their own.

THE PROPOSED SETTLEMENT MEETS THE DUNK/KULLAR FACTORS AND SHOULD BE PRELIMINARILY APPROVED

26. Prior to the mediations, the Parties engaged in both formal and informal discovery to facilitate settlement discussions. Plaintiffs reviewed documents and information regarding Defendant's payroll practices, a random sampling of pay stubs and time records from class members, a class list, applicable compensation plans and expense reimbursement plans, meal and rest break policies, arbitration agreements, etc., and information from Defendant regarding class size and breakdown, work weeks/pay periods, rates of pay, and other information used to formulate a damages model. Plaintiffs then had that information analyzed by a consulting expert to assist in determining potential violation rates and other data used to formulate a damages model. Plaintiffs' counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

27. Using this data, we estimated Defendant's maximum exposure at about $23.47 million, including about $2,676,000 on the unpaid wage claims, about $5,151,000 on the meal period claims, about $5,151,000 on the rest break claims, around $900,000 on the expense reimbursement claims, approximately $2,536,000 on the wage statement claim, and about $7,059,000 on the waiting time penalties.

28. We estimated these amounts as follows:

Unpaid Minimum Wages/Off the Clock

90,000 work weeks * 2 hours OTC/week * $14.87/hour avg. min. wage = $2,676,000

Meal Break

90,000 work weeks * 1.8 violations/week (ie. 36% violation rate) * $31.80/hour avg. wage = $5,151,000

Rest Break (assumed same as meal breaks)

90,0000 work weeks * 1.8 violations/week * $31.80/hour avg. wage = $5,151,000

Expense Reimbursement

90,000 work weeks * $10/week = $900,000

Wage Statement Violations

589 employees * $4,000/employee = $2,356,000

Waiting Time Penalties

925 former employees * (240 * $31.80/hr) = $7,059,000

29. First, on the unpaid wage claims, Plaintiffs first contend Defendant paid employees for 40 hours of work each week regardless of how many hours were reflected on employee time records, which typically were recorded by supervisors rather than individual employees. Per Plaintiffs, they and other class members oftentimes worked both before and after their scheduled shift times, or during meal periods, but did not receive appropriate compensation for those hours worked and instead were paid per their scheduled hours. As a result of the rounding and off the clock work, Plaintiffs contend class members lost substantial compensation.

30. On the other hand, Defendant argued its timekeeping and payroll policies captured and paid for all time accurately and at the correct rates. Per Service West, any rounding was entirely neutral in its overall effect and therefore proper. Defendant also argued its policies strictly prohibited off the clock work and, to the extent any such work occurred, it was aberrational and done without management's authorization or knowledge. Thus, per Defendant, the Class Members received full compensation for all hours worked.

31. On the meal break claims, Plaintiffs focused primarily on Defendant's alleged failure to maintain a California-compliant break policy and to provide Plaintiffs and the class members employees with all required meal periods. Per Plaintiffs, class members regularly suffered short, late or missed meal and rest periods due to severe understaffing, strict deadlines, and heavy workloads. For instance, Plaintiffs' preliminary examination of Defendant's time

sampling suggested a 36% violation rate for at least one type of recorded meal period violation, including first meal periods *less than* thirty minutes in length or taken late *after* the fifth hour of work, and an over 90% violation rate second meal periods. As the California Supreme Court held, a presumption of a legal violation applies where records reflect a missed on non-compliant meal period violations.

32. Defendant countered that in many instances employees actually took their meal breaks as reflected in the time sheets and, otherwise individual inquiries would be necessary to determine the reason for any purportedly non-compliant breaks, such as whether a break was missed voluntarily, etc. For the same reasons, Defendant contended the claim would fail on the merits because it would be difficult for Plaintiffs to show Defendant's actual or constructive knowledge that a particular class member worked through a specific lunch period.

33. With respect to rest periods, Plaintiffs allege Defendant failed to relinquish all control over Plaintiffs and other putative class members. For example, investigations reveal that Plaintiffs and other putative class members were ***not*** afforded the opportunity to take compliant rest periods each day due to heavy workloads and time sensitive work tasks. Even if employees were able to take rest periods, Defendant's policies fail to provide sufficient guidelines for rest periods, and do not inform employees that rest periods can be taken offsite. In response, Defendant contended it maintained a fully-compliant break policy at all times, and it always provided the class members with the opportunity to take rest breaks and thus met the requirements imposed by California law. Per Defendant, if individuals did not take a rest period, it was in violation of company policy and, once again, a multitude of individual inquiries would be necessary to determine if an individual may have missed a break by personal choice or for some other reason.

34. The claims for unreimbursed business expenses under Labor Code § 2802 revolved around Plaintiffs' allegations that Defendant required its non-exempt employees to use their personal cell phones for business purposes such as communicating with supervisors. Plaintiffs further allege Defendant failed to properly compensate non-exempt employees for the costs of operating personal vehicles for business-related purposes, and allege employees were frequently required to drive their personal vehicles between work sites throughout the workday. In response, Defendant argued

there was no need for employees to use personal phones for legitimate work purposes, and that any such use would have been purely for personal convenience. Thus, per Defendant, use of personal phones wasn't necessary and therefore not reimbursable. Defendant likewise argued employees rarely if ever used personal vehicles for any purpose while clock in, and again no reimbursement was required.

35. Plaintiffs' claims for penalties under Labor Code §§ 203 and 226 are derivative of the underlying unpaid minimum and overtime wage and meal/rest break claims and, accordingly, they would essentially rise or fall with Plaintiffs' success or failure on her primary claims. Further, Plaintiffs had to account for the discretionary nature of such awards and the "good faith" and other defenses available to Defendant. For instance, as to Section 203 waiting time penalties, Defendant raised a good faith defense to the waiting time penalties as it applies to both meal/rest periods and underpaid overtime premiums.

36. As far as potential PAGA liability, the alleged aggrieved employees theoretically are entitled to penalties totaling about $21.7 million should Plaintiffs prevail on all claims, establish violations of the multiple Labor Code sections at issue, and secure the maximum penalty on all issues and all pay periods. As with the class claims, Plaintiffs discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $225,000 to PAGA penalties. Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

37. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the class with no assurance of recovering significantly more than the proposed

settlement. While Plaintiffs, co-counsel and I are confident in the merits of these claims, legitimate controversies exist regarding each one of them. We also recognize proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

38. Overall, Defendant raised various defenses to Plaintiffs' claims on both class certification and the merits that, if successful, could have negatively impacted Plaintiffs' claims or potentially reduced potential damages. Accordingly, Plaintiffs faced significant risks going forward with this litigation, and given the need to secure and maintain class certification, prevail at trial, and deal with post-trial appeals, it would have taken years to realize any recovery in this action. Plaintiffs and counsel discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiffs and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall $1,250,000 recovery represents a significant percentage of Defendant's potential exposure and, given the multiple litigation risks addressed above, a total recovery for the class of $1,250,000, with an average award of over $420 per class member, is a fair result within the range of reasonableness considering all potential outcomes.

CROSNER LEGAL'S QUALIFICATIONS

39. I am a partner with Crosner Legal and head of the firm's Wage and Hour practice group. I graduated from the University of California, San Diego in 2004, graduated from California Western School of Law in 2013, and have been a member of the California Bar since 2013. I have extensive experience in wage and hour litigation, beginning work as a class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley Law Firm, APLC). I have handled wage and hour class actions and PAGA lawsuits exclusively for some ten years and have assisted in obtaining millions of dollars for employees during that time.

40. Zach Crosner is a 2010 graduate of University San Diego School of Law and he has approximately thirteen years of experience as a practicing attorney. For nearly his entire career, his practice has focused on litigation of wage & hour, consumer, and privacy class action

and representative action claims. Following graduation he immediately began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards. He also worked for other firms that included former CAALA and CLAY trial attorney of the year recipients. While with these firms, he advocated for the rights of consumers and employees in class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate litigation.

41. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception has focused almost exclusively on plaintiff-side class actions lawsuits representing employees, consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated exclusively to the prosecution of class actions and representative action lawsuits, and his law firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred (100) active wage and hour class actions and/or PAGA representative actions, as well as a multitude of consumer and privacy class actions, in both federal and state courts throughout California. He has been a direct participant in over one hundred (100) class action and/or representative action settlements where he has been approved as adequate lead counsel.

42. Mr. Crosner has been selected by Super Lawyers as a "Southern California Rising Star" for employment and labor law consecutively from 2018 through 2023. Super Lawyers has also named me on their "Up-and-Coming 100" Southern California Rising Stars List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only organization composed of the premier trial lawyers, from 2019 through 2023. He is an active participant in advocacy groups, including as an executive board member of the Wage and Hour Committee and the Legislative Committee for the California Employment Lawyers Association; a member of the Grassroots Advocacy Team for the National Employment Lawyers Association; Wage and Hour Committee member and Class Action Committee member for the National Trial Lawyers; a member of the American Association for Justice; and a member of the Pound Civil

Justice Institute.

43. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and

hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.).

44. For all the foregoing reasons, I respectfully request the Court grant preliminary approval to the proposed settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of July 2025, at San Diego, California.

____

Declarant

EXHIBIT
1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Sean Heston and Antonio De Leon ("Plaintiffs") and defendant Service West, Inc. ("Service West"). The Agreement refers to Plaintiffs and Service West collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the lead Plaintiffs' lawsuit alleging wage and hour violations against Service West captioned *Sean Heston v. Service West, Inc.* initiated on November 10, 2021, and pending in Superior Court of the State of California, County of Alameda, Case No. 21CV002394. The Action was amended to include the claims alleged in the separately filed *Heston* PAGA Matter and the *De Leon* Matter.

1.2 "Administrator" means Simpluris the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Class" means all current and former non-exempt, California, hourly-paid employees of Service West, Inc. who were employed at any time during the Class Period.

1.5 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.6 "Class Data" means Class Member identifying information in Service West's possession including the Class Member's name, last-known mailing address, Social Security number, and the information necessary to determine the estimated settlement allocation to each Class Member, including without limitation, the total number of workweeks worked by each Class Member and the total number of PAGA pay periods worked by each PAGA Employee within the relevant Class Period and PAGA Periods.

1.7 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Employee).

1.8 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available

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sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.10 "Class Period" means the period from November 10, 2017, through either a) Preliminary Approval of Settlement, or, if applicable, b) the Alternate End Date.

1.11 "Class Representatives" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.12 "Court" means the Superior Court of California, County of Alameda.

1.13 "Defense Counsel" means Elizabeth Staggs-Wilson, Jyoti Mittal, and Jacob Lahana of Littler Mendelson P.C.

1.14 "*De Leon* Matter" means the lawsuit filed by Plaintiff Antonio De Leon on February 28, 2023, entitled *Antonio De Leon v. Service West, Inc.* in Alameda County Superior Court, Case No. 23CV028511. The complaint alleged causes of action for unpaid minimum wages, unpaid overtime wages, meal period violations, rest break violations, wage statement violations, waiting time penalties, unreimbursed business expenses, and unfair competition. On September 12, 2023, the Complaint was amended to allege a cause of action under the PAGA.

1.15 "Effective Date" means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval, enters judgment, and notice of entry of judgment is filed; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.16 "Enhancement Award" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.17 "Final Approval" or "Final Approval Order" means the Court's Order Granting Final Approval of the Settlement.

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1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.19 "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.20 "Gross Settlement Amount" means One Million Two Hundred Fifty Thousand Dollars and No Cents ($1,250,000.00), which is the total amount Service West agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the Labor and Workforce Development Agency ("LWDA") PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Enhancement Award, and the Administrator's Expenses.

1.21 "*Heston* PAGA Matter" means the lawsuit filed by Plaintiff Sean Heston on November 23, 2021, entitled *Sean Heston v. Service West, Inc.* in Alameda County Superior Court, Case No. 21CV003075.

1.22 "Individual Class Payment" means the Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23 "Individual PAGA Payment" means the PAGA Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

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1.29 "Notice Period" means sixty (60) days from the mailing of the class settlement notice to Class Members and PAGA employees, and shall be the last date on which Class members may submit their Objection to the settlement to the Settlement Administrator, who will email a copy of the Objection forthwith to counsel. Class Counsel shall lodge a copy of the Objection with the Court. It shall also be the last date for Class Members and PAGA Employees to indicate their decision to opt out of the Class Settlements or to dispute the number of workweeks. Class Members to whom Class Notice are resent after having been returned undeliverable to the Administrator shall have an additional fifteen (15) calendar days from the date of re-mailing to object, opt-out or dispute workweeks.

1.30 "Objection" means a Participating Class Member's written objection to the class settlement which must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, telephone number, and the last four digits of his or her Social Security number; (c) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (d) copies of any papers, briefs, or other documents upon which the objection is based.

1.31 "Operative Complaint" means the Second Amended Complaint filed in the Action, which incorporates the claims alleged in the *Heston* PAGA Matter and the *De Leon* Matter into the Action.

1.32 "PAGA Employees" means all persons who are Class Members who were employed by Defendant at any time during the PAGA Period.

1.33 "PAGA Pay Period" means any Pay Period during which a PAGA Employee worked for Service West for at least one day during the PAGA Period.

1.34 "PAGA Period" means the period from September 17, 2020, through either a) Preliminary Approval of Settlement, or, if appliable, b) the Alternate End Date.

1.35 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.36 "PAGA Notices" means Plaintiff Heston's letter to Service West and the LWDA (dated September 17, 2021) and Plaintiff De Leon's letter to Service West and the LWDA (dated March 3, 2023) providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 "PAGA Penalties" means the Two Hundred Twenty-Five Thousand Dollars ($225,000.00) allocated to the settlement of PAGA civil penalties to be paid from the Gross Settlement Amount, of which 25% ($56,250.00) will be distributed to the PAGA Employees and 75% ($168,750.00) will be distributed to the LWDA in settlement of PAGA claims.

1.38 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

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1.39 "Plaintiffs" means Sean Heston and Antonio De Leon, the named plaintiffs in the Action.

1.40 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.41 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.

1.42 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.43 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.44 "Released Parties" means: Defendant Service West, Inc. and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not limited to Service West, Inc., as well as each of its past, present and future officers, directors, executive-level employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

1.45 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.46 "Service West" means named Defendant Service West, Inc.

1.47 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.48 "Workweek" or "Workweeks" mean any week during which a Class Member worked for Service West, Inc. for at least one day, during the Class Period.

2. RECITALS.

2.1 On November 10, 2021, Plaintiff Heston commenced the Action by filing a Complaint alleging causes of action against Service West for (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Premiums); (3) Violation of California Labor Code §§ 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code §§ 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code §§ 226(a) (Non-Compliant Wage Statements); (8) Violation of California Labor Code §§ 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code

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§§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200, *et seq*.

2.2 On November 23, 2021, Plaintiff Heston also filed the *Heston* PAGA Matter, alleging a cause of action for Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

2.3 On February 28, 2023, Plaintiff De Leon filed the *De Leon* Matter, alleging (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

2.4 On September 11, 2023, Plaintiff De Leon filed a First Amended Complaint, adding a claim for Violation of the Private Attorneys General Act of 2004.

2.5 Service West denies the allegations in the Operative Complaint (which were alleged in the Action, the *Heston* PAGA Matter, and the *De Leon* Matter) and PAGA Notices, denies any failure to comply with the laws identified in the Operative Complaint (as alleged in the Action, the *Heston* PAGA Matter, and the *De Leon* Matter) and PAGA Notices, and denies any and all liability for the causes of action alleged.

2.6 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs Heston and De Leon gave timely written notice to Service West and the LWDA by sending PAGA Notices.

2.7 On September 25, 2023, the Parties participated in an all-day mediation presided over by Judge Ronald M. Sabraw, but the Parties were unable to reach an agreement on settlement. On June 13, 2024, the Parties attended another mediation with David Phillips, which, after several months of continued negotiations, resulted in a mediator's proposal on September 13, 2024, that led to this Agreement to settle the Action.

2.8 Prior to mediation, the Parties engaged in motion practice in the Action and *De Leon* Matter. On March 13, 2023, Service West filed a motion to consolidate the Action and the *Heston* PAGA Matter. After fully briefing the issue, On April 18, 2023, the Court consolidated the two cases into the Action, as the lead case. Plaintiff Heston filed a First Amended Complaint in the Action, combining the *Heston* PAGA claims into the Action.

2.9 On January 30, 2024, Service West moved to compel Plaintiff De Leon to arbitration. After fully briefing this issue, the Court held a hearing on March 26,

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2024, and continued the hearing to April 16, 2024, after which it denied Service West's motion.

2.10 On February 13, 2024, Service West moved for summary adjudication in the Action. Plaintiff Heston opposed this motion on April 18, 2024. Service West filed its reply on April 26, 2024. In light of the agreement to settle the Action, the Court vacated the hearing on the Motion for Summary Adjudication on September 30, 2024.

2.11 Prior to mediation, Plaintiffs obtained, through both formal and informal discovery, Service West's applicable wage and hour policies, collective bargaining agreements, Plaintiffs' personnel files, wage statements, class-wide time and payroll sampling, as well as the number of workweeks, PAGA pay periods, and current and former class members and aggrieved employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 *and Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.12 The Court has not granted class certification.

2.13 The Parties, Class Counsel and Defendant's Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8 below, Service West promises to pay One Million Two Hundred Fifty Thousand Dollars and No Cents ($1,250,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Service West has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Service West.

3.2 **Payments from the Gross Settlement Amount**. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 **To Plaintiffs**: Enhancement Awards to the Class Representatives of not more than Ten Thousand Dollars and No Cents ($10,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating

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Class Member). Service West will not oppose Plaintiffs' requests for Enhancement Awards that do not exceed this amount. As part of the Final Approval motion, Plaintiffs will seek Court approval for any Enhancement Awards no later than 16 court days prior to the Final Approval Hearing. If the Court approves an Enhancement Award less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Awards using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Enhancement Awards.

3.2.2 **To Class Counsel**: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be Four Hundred Thirty-Five Thousand Dollars and No Cents ($435,000.00) and a Class Counsel Litigation Expenses Payment of not more than Eighty Thousand Dollars and No Cents ($80,000.00). Service West will not oppose requests for these payments provided that do not exceed these amounts. As part of the Final Approval motion, Plaintiffs and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Service West harmless, and indemnifies Service West, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 **To the Administrator**: An Administrator Expenses Payment not to exceed Twelve Thousand Dollars and No Cents ($12,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment are less or the Court approves payment less than Twelve Thousand Dollars and No Cents ($12,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 **To Each Participating Class Member**: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

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3.2.4.1 **Tax Allocation of Individual Class Payments**. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 **To the LWDA and PAGA Employees**: PAGA Penalties in the amount of Two Hundred Twenty-Five Thousand Dollars ($225,000.00) to be paid from the Gross Settlement Amount, with 75% ($168,750.00) allocated to the LWDA PAGA Payment and 25% ($56,250.00) allocated to the Individual PAGA Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To the extent the LWDA has released the Released PAGA Claims, no PAGA Employees may pursue these same Released PAGA Claims in another action. The PAGA Employees are collaterally estopped from pursuing the Released PAGA Claims released and compromised by the LWDA. The PAGA Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their Individual PAGA Payment.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Penalties ($56,250.00) by the total number of PAGA Period Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 **Class Data**. Not later than 60 days after the Court grants Preliminary Approval, Service West will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, containing (1) the full name, last known address, and full social security number of- all Class Members; and (2) the information necessary to determine the estimated settlement allocation to each Class member. the Class Data. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Service West has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Service West must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 **Funding of Gross Settlement Amount**. Service West shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Service West's share of payroll taxes by transmitting the funds to the Administrator according to the below payment plan:

4.2.1 **First Payment.** Not later than sixty days (60) following the Effective Date ("First Payment Date"), Service West will provide the Administrator with one third (*i.e.,* $416,666.67, if not electing to trigger the escalation clause) of the Gross Settlement Amount ("First Payment");

4.2.2 **Second Payment.** Not later than one hundred and eighty (180) days following the Effective Date ("Second Payment Date"), Defendant will provide the Administrator with an additional one third (*i.e.,* $416,666.67, if not electing to trigger the escalation clause) of the Gross Settlement Amount ("Second Payment"); and

4.2.3 **Final Payment.** Not later than two hundred forty (240) days following the Effective Date ("Final Payment Date"), Defendant will provide the Administrator with the remaining one third (*i.e.,* $416,666.67, if not electing

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to trigger the escalation clause) of the Gross Settlement Amount ("Final Payment").

4.2.4 If Service West defaults on a payment (*i.e.,* does not timely fund one of the payments described above in paragraphs 4.3.1-4.3.3), the total Gross Settlement Amount becomes due and payable immediately. If Plaintiffs are forced to seek Court assistance in enforcing the terms of the Settlement, Service West will be liable to Plaintiffs for any attorneys' fees and costs in connection with the enforcement of this Settlement.

4.2.5 In the event the escalator clause is triggered and Service West elects to increase the amount of the Gross Settlement Amount rather than shorten the Class Period and the PAGA Period to the Alternate End Date, the amounts to be paid under paragraphs 4.3.1-4.3.3 shall proportionately increase.

4.2.6 The First Payment and Second Payment will be deposited into an interest-bearing account, and any accrued interest shall be allocated towards Service West's share of payroll taxes.

4.3 **Payments from the Gross Settlement Amount**. In order to keep administration costs lower, there will be only one disbursement after all payments (as defined in Paragraph 4.2) have been made.

4.3.1 Within fourteen (14) days after Service West has fully funded the Gross Settlement Amount by making the Final Payment, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Enhancement Awards shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.2 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees (including those for

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whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.3 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and PAGA Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and PAGA Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or PAGA Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or PAGA Employee prior to the void date.

4.4 For any Participating Class Member and/or PAGA Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Service West to confer any additional benefits or make any additional payments to Participating Class Members or PAGA Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Service West fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, and Class Members will release claims against all Released Parties as follows:

5.1 **Plaintiffs' Release**. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative

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Complaint, Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542**. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 **Release by Participating Class Members**: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, (1) failure to pay minimum and regular rate wages (Labor Code §§ 218, 218.5, 222, 223, 224, 1194, 1194.2, 1197, 1197.1, and 1194.2); (2) failure to pay overtime compensation (Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods or provide premiums in lieu thereof (Labor Code §§ 226.7 and 512); (4) failure to provide rest periods or provide premiums in lieu thereof (Labor Code §§ 226.7); (5) failure to pay timely wages at termination (Labor Code §§ 201-202, 203); (6) failure to pay timely wages during employment (Labor Code §§ 204); (7) failure to provide accurate itemized wage statements (Labor Code § 226); (8) failure to keep requisite payroll records (Labor Code § 1174); (9) failure to reimburse necessary business expenses (Labor Code § 2800 and 2802); (10) violation of the Business and Professions Code §§ 17200, *et seq.*, and (11) any claims for injunctive relief, declaratory relief, and restitution during the Class Period, and those claims predicated on the same or similar facts and/or claims alleged in the Lawsuits as well as any claims that could have been pled under California common law, the federal law, and the California Business and Professions Code alleged which arise from the same or similar facts pled in the Action concerning the

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Plaintiffs or the Participating Class Members, and claims for interest, penalties (including but not limited to waiting time penalties), as well as any claims identified in this Paragraph for California Labor Code for violations, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 et seq ("Released Class Claims"). Participating Class Members' only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 **Release by PAGA Employees**: All PAGA Employees are deemed to release, on behalf of the State of California, themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties, pursuant to Labor Code §§2698*, et seq.* that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices for violations of Labor Code §§ 201-204, 210, 212, 216, 218, 218.5, 221-224, 225.5, 226, 226.6, 226.7, 227.3, 233-234, 245-248.6, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1194.2, 1197 *et seq*., 1197.1, 1198, 1198.5, 1199, 2698 *et seq*., 2800, 2802, 2810.5, and the applicable IWC Wage Orders (California Code of Regulations, tit. 8 § 11000, *et seq.*) during the PAGA Period. PAGA Employees only release these claims for the duration of the PAGA Period ("Released PAGA Claims").

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 **Plaintiffs' Responsibilities**. Plaintiffs will prepare and deliver to Defendant's Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defendant's Counsel; (v) a signed declaration

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from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; and (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2).

6.2 **Responsibilities of Counsel**. Class Counsel and Defendant's Counsel are jointly responsible obtaining a prompt hearing date for the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement, if not already scheduled; for expeditiously finalizing and filing the Motion for Preliminary Approval not later than sixteen (16) court days prior to the hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 **Selection of Administrator**. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 **Employer Identification Number**. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 **Qualified Settlement Fund**. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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7.4 **Notice to Class Members**.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written Objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fifteen (15) calendar days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Service West or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this

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Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Notice Period.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release and PAGA Employee Release under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

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7.6 **Challenges to Calculation of Workweeks**. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fifteen 15) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defendant's Counsel and Class Counsel and the Administrator's determination the challenges via email.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Enhancement Awards.

7.7.2 Participating Class Members may send written Objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written Objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fifteen (15) calendar days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 **Administrator Duties**. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 **Website, Email Address, and Toll-Free Number**. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Complaint, Settlement Agreement,

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Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Order Granting Final Approval and Entering Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List**. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defendant's Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 **Weekly Reports**. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendant's Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and Objections received.

7.8.4 **Workweek and/or PAGA Pay Period Challenges**. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 **Administrator's Declaration**. Not later than fourteen (14) days after the Notice Period, the Administrator will provide to Class Counsel and Defendant's Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the Settlement it received (both valid or

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invalid), the number of written Objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 **Final Report by Settlement Administrator**. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defendant's Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defendant's Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Service West represents that the number of workweeks through approximately August 12, 2024, does not exceed 90,000 Workweeks. If Workweeks through Preliminary Approval exceed the Workweeks count by more than 10% (99,000 workweeks), Service West shall either (1) increase the Gross Settlement Amount proportionally for each additional workweek over 99,000 Workweeks (*e.g.*, if there are 100,000 workweeks, the increase would be 1,000/99,000 x Gross Settlement Amount = additional sums owed above the Gross Settlement Amount), or (2) elect to move the end date for the Class Period and PAGA Period to the latest date before the Preliminary Approval that does not exceed 99,000 ("Alternate End Date"). If Service West elects to extend the Class Period to a date wherein the total workweeks is more than 99,000, then the Gross Settlement Amount will be increased by the additional workweeks above 99,000 *pro rata*. Should Service West elect to shorten the Class Period, the PAGA Period shall also end on the Alternate End Date.

9. **SERVICE WEST'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Service West shall have the sole and absolute discretion to rescind/void the Agreement within fifteen (15) calendar days after receiving from the Administrator the final Exclusion List. Service West agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Agreement. In the event that Service West elects to rescind/void the Settlement Agreement, Service West shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Agreement for failure to satisfy a condition of settlement, and the Agreement shall become null and void and have no further force or effect. In the event Service West rescinds or voids the Agreement, Service West shall be solely responsible for any fees and costs incurred by the Administrator.

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10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defendant's Counsel as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defendant's Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 **Response to Objections**. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 **Duty to Cooperate**. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members or PAGA Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 **Continuing Jurisdiction of the Court**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 **Waiver of Right to Appeal**. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment

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becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment**. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or PAGA Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 **No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes**. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Service West that any of the allegations in the Operative Complaint have merit or that Service West has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Service West's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Service West reserves the right to contest certification of any class for any reasons, and Service West reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Service West's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 **Confidentiality l**. Plaintiffs, Class Counsel, Service West and Defendant's Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of

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the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Service West and Defendant's Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Thereafter, Class Counsel and Plaintiffs agree not to publicize the terms of his Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

12.3 **No Solicitation**. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 **Integrated Agreement**. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 **Attorney Authorization**. Class Counsel and Defendant's Counsel separately warrant and represent that they are authorized by Plaintiffs and Service West, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 **Cooperation**. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary

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to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 **No Prior Assignments**. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 **No Tax Advice**. Neither Plaintiffs, Class Counsel, Service West nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 **Modification of Agreement**. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 **Agreement Binding on Successors**. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 **Applicable Law**. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 **Cooperation in Drafting**. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 **Confidentiality**. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 **Use and Return of Class Data**. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Service West in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Service West except as required by state and federal regulations and the State Bar of California unless, prior to the Court's discharge of the

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Administrator's obligation, Service West makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 **Headings**. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 **Calendar Days**. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 **Notice**. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Arby Aiwazian
Joanna Ghosh
Brian J. St. John
Maria Halwadjian
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Service West:

Elizabeth Staggs-Wilson
estaggs-wilson@littler.com
LITTLER MENDELSON P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
Telephone: 213.443.4300

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Fax No.: 800.715.1330

Jyoti Mittal
jmittal@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angles, California 90067.3107
Telephone: 310.553.0308

12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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Dated: 06/27/25 ______________________________

Plaintiff Sean Heston

Dated: 06 / 24 / 2025 Antonio deleon

Plaintiff Antonio De Leon

Dated: ____________ ______________________________

______________________ for:

Defendant Service West, Inc.

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Fax No.: 800.715.1330

Jyoti Mittal
jmittal@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angles, California 90067.3107
Telephone: 310.553.0308

12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: ______________ ____

Plaintiff Sean Heston

Dated: 06 / 24 / 2025 Antonio deleon

Plaintiff Antonio De Leon

Dated: ______________ ____

____________________________ for:

Defendant Service West, Inc.

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Los Angles, California 90067.3107
Telephone: 310.553.0308

12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 **Stay of Litigation**. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: ____________ ______________________________

Plaintiff Sean Heston

Dated: ____________ ______________________________

Plaintiff Antonio De Leon

Dated: 7/7/25 Francis Vignoles

FVignoles for:

Defendant Service West, Inc.

Dated: June 27, 2025

LAWYERS *for* JUSTICE, P.C.

Maria Halwadjian

Brian J. St. John, Esq.
Maria Halwadjian, Esq.
Attorneys for Plaintiffs and the Class

Dated: June 24, 2025

CROSNER LEGAL, PC

Jamie Serb

Zachary Crosner, Esq.
Jamie Serb, Esq.
Attorneys for Plaintiffs and the Class

Dated: ______________

LITTLER MENDELSON, P.C.

____

Elizabeth Staggs-Wilson, Esq.
Jyoti Mittal, Esq.
Jacob Lahana, Esq.
Attorneys for Service West, Inc.

Doc ID: ee026727a323c9d99d170191645346cba29e41e4

Dated: ______________ **LAWYERS *for* JUSTICE, P.C.**

____

Brian J. St. John, Esq.
Maria Halwadjian, Esq.
Attorneys for Plaintiffs and the Class

Dated: ______________ **CROSNER LEGAL, PC**

____

Zachary Crosner, Esq.
Jamie Serb, Esq.
Attorneys for Plaintiffs and the Class

Dated: July 7, 2025 **LITTLER MENDELSON, P.C.**

____

Elizabeth Staggs-Wilson, Esq.
Jyoti Mittal, Esq.
Jacob Lahana, Esq.
Attorneys for Service West, Inc.

Doc ID: ee026727a323c9d99d170191645346cba29e41e4

EXHIBIT
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CROSNER LEGAL PUBLIC INTEREST RIGHTS

Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov> Fri, Mar 3, 2023 at 10:02 AM
To: "zach@crosnerlegal.com" <zach@crosnerlegal.com>

3/3/2023

LWDA Case No. LWDA-CM-939701-23
Law Firm : Crosner Legal, PC
Plaintiff Name : Antonio De Leon
Employer: Service West, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT
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