

FILED
Superior Court of California
County of Alameda

07/30/2026

Clad Flake, Executive Officer / Clerk of the Court

By: T. Lopez Deputy

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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

~~PROPOSED~~ **JUDGMENT PURSUANT TO
ORDER GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS**

Date: July 30, 2026
Time: 9:00 a.m.
Dept.: 24

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument on
3 the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including
5 the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Jamie Serb in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about July 30, 2025, is fully and finally
9 approved as fair, reasonable, and adequate, and in the best interests of the Class Members. The
10 Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the
11 Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all current and
13 former non-exempt, California, hourly-paid employees of Defendant Service West, Inc. ("Service
14 West" or "Defendant") who were employed at any time during the Class Period of November 10,
15 2017 to October 9, 2025.

16 4. The Court adjudges all Participating Class Members, on behalf of themselves and
17 their respective former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably
19 could have been alleged, based on the facts stated in the Operative Complaint, including, (1) failure
20 to pay minimum and regular rate wages (Labor Code §§ 218, 218.5, 222, 223, 224, 1194, 1194.2,
21 1197, 1197.1, and 1194.2); (2) failure to pay overtime compensation (Labor Code §§ 510, 1194, and
22 1198); (3) failure to provide meal periods or provide premiums in lieu thereof (Labor Code §§ 226.7
23 and 512); (4) failure to provide rest periods or provide premiums in lieu thereof (Labor Code
24 § 226.7); (5) failure to pay timely wages at termination (Labor Code §§ 201-202, 203); (6) failure
25 to pay timely wages during employment (Labor Code §§ 204); (7) failure to provide accurate
26 itemized wage statements (Labor Code § 226); (8) failure to keep requisite payroll records (Labor
27 Code § 1174); (9) failure to reimburse necessary business expenses (Labor Code § 2800 and 2802);
28 (10) violation of the Business and Professions Code §§ 17200, *et seq.*, and (11) any claims for

1 injunctive relief, declaratory relief, and restitution during the Class Period, and those claims
2 predicated on the same or similar facts and/or claims alleged in the Lawsuits as well as any claims
3 that could have been pled under California common law, the federal law, and the California Business
4 and Professions Code alleged which arise from the same or similar facts pled in the Action
5 concerning the Plaintiffs or the Participating Class Members, and claims for interest, penalties
6 (including but not limited to waiting time penalties), as well as any claims identified in this
7 Paragraph for California Labor Code for violations, and applicable IWC Wage Orders, and
8 California Code of Regulations, Title 8, section 11000 et seq (“Released Class Claims”).
9 Participating Class Members’ only release these claims for the duration of the Class Period. Except
10 as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release
11 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
12 Employment and Housing Act, unemployment insurance, disability, social security, workers’
13 compensation, or claims based on facts occurring outside the Class Period.

14 5. The Court further adjudges all PAGA Employees are deemed to release, on behalf
15 of the State of California, themselves, and their respective former and present representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
17 for PAGA Penalties, pursuant to Labor Code §§2698, *et seq.* that were alleged, or reasonably could
18 have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices for
19 violations of Labor Code §§ 201-204, 210, 212, 216, 218, 218.5, 221-224, 225.5, 226, 226.6, 226.7,
20 227.3, 233-234, 245-248.6, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5,
21 1194, 1194.2, 1197 *et seq.*, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2800, 2802, 2810.5, and the
22 applicable IWC Wage Orders (California Code of Regulations, tit. 8 § 11000, *et seq.*) during the
23 PAGA Period. PAGA Employees only release these claims for the duration of the PAGA Period
24 (“Released PAGA Claims”).

25 6. Under the Settlement Agreement, Defendant agrees to pay the total Gross Settlement
26 Amount of \$1,250,000. The Settlement Administrator is ordered to distribute to the Participating
27 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
28 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after

1 the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
2 No funds shall revert to Defendant.

3 7. The Court further orders that the Class Members be provided with notice of this
4 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
5 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

6 8. The Court approves an award of attorneys' fees to Class Counsel in the amount of
7 \$375,000.00, and an award of costs and expenses in the amount of \$39,027.68. Such amounts shall
8 be paid as provided in the Settlement Agreement and Class Counsels' private fee sharing agreement.
9 The Settlement Administrator is ordered to withhold 10% of the attorney's fee award, or \$35,000,
10 in an interest-bearing account pending completion of the Compliance Hearing and further order of
11 this Court.

12 9. The Court approves service payments to plaintiffs and Class Representatives Sean
13 Heston and Antonio De Leon in the amount of \$7,000.00 each, and the Settlement Administrator is
14 ordered to make such payments consistent with the terms of the Settlement Agreement.

15 10. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.
16 shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As
17 set forth in the Declaration of Arron Weisel, the Settlement Administrator is owed \$12,000.00 for
18 services rendered and to be rendered in administering the settlement. The Court therefore orders that
19 Simpluris be paid the amount of \$12,000.00 from the Gross Settlement Amount consistent with the
20 terms of the Class Settlement Agreement.

21 11. The Court approves PAGA penalties in the amount of \$225,000, to be paid from the
22 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
23 PAGA. \$168,750.00 of this amount will be paid to the LWDA as the state's share of the civil
24 penalties, and the remainder of \$56,250.00 will be distributed to the Aggrieved Employees
25 consistent with the terms of the Settlement Agreement and PAGA.

26 12. The Court sets a Settlement Compliance hearing for March 25, 2027, at 9:00 am in
27 Department 24 of the Alameda County Superior Court. Plaintiffs are ordered to file a compliance
28 report at least ten (10) court days before the Compliance Hearing.

1 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
2 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
3 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
4 contemplated becomes effective and each and every act agreed to be performed by the parties has
5 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
6 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
7 construction, and interpretation of the Settlement Agreement.

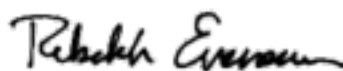
8 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
9 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
10 This Order is not a finding of the validity or invalidity of any claims in this action or a determination
11 of any wrongdoing by any party. The final approval of the parties' settlement will not constitute
12 any opinion, position or determination of this Court as to the merits of the claims or defenses of any
13 party.

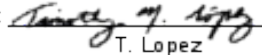
14 15. Judgment is hereby entered as follows: Plaintiffs Sean Heston and Antonio De Leon
15 and the Participating Class Members, consisting of all current and former non-exempt, California,
16 hourly-paid employees of Defendant Service West, Inc., who were employed at any time during the
17 Class Period of November 10, 2017 to October 9, 2025, who have not otherwise opted out, shall
18 take nothing from Defendant, except as set forth in this Judgment.

19 16. The Court shall retain jurisdiction over the parties to interpret, implement and
20 enforce this Judgment.

21 **IT IS SO ORDERED AND ADJUDGED.**

22 Dated: 07/30/2026
23 _____

24 
25 _____
26 Judge of the Superior Court
27 **Rebekah Evenson / Judge**
28

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/30/2026
PLAINTIFF/PETITIONER: Sean Heston et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy T. Lopez
DEFENDANT/RESPONDENT: SERVICE WEST, INC., a California corporation. et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 21CV002394

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Edwin Aiwarzian
edwin@calljustice.com

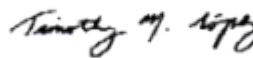
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Dated: 07/30/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Lopez, Deputy Clerk