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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

SEAN HESTON and ANTONIO DE LEON,
individually, and on behalf of other members
of the general public similarly situated,

Plaintiffs,

v.

SERVICE WEST, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21CV002394
[Consolidated Case No. 21CV003075]

Honorable Rebekah Evenson
Department 24

CLASS ACTION

**DECLARATION OF MARIA
HALWADJIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed:	November 10, 2021
FAC Filed:	May 8, 2023
SAC Filed:	June 18, 2025
Trial Date:	None Set

DECLARATION OF MARIA HALWADJIAN

I, Maria Halwadjian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Sean Heston (“Plaintiff Heston”) . The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC, sometimes in association with other law firms, has recovered millions of dollars on behalf of thousands in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002,

1 he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal
2 for the Second Appellate District. In December of 2004, he obtained a license to practice law from
3 the California State Bar. From approximately December 2004 to approximately August 2008, he
4 was employed by a prominent plaintiff-side law firm. Since in or around October of 2008, through
5 his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of
6 consumer and employment class actions. While employed by Lawyers for Justice PC, he has
7 argued over one hundred (100) motions, taken or defended over one hundred fifty (150)
8 depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one
9 hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many
10 cases in conjunction with co-counsel, he has successfully litigated cases involving the executive,
11 administrative, and other overtime exemptions to the State of California and federal overtime
12 compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully
13 obtained class certification by contested motion practice in approximately sixteen (16) cases in the
14 last decade and litigated over 1,000 class action or representative action cases.

15 4. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He
16 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
17 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
18 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
19 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
20 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern
21 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
22 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
23 of the State of California and all United States District Courts in the State of California. He has
24 worked on many wage-and-hour class action and representative action cases, taking the lead in
25 taking and defending depositions, arguing motions, and attending mediations. He has played an
26 integral role in preparing matters for class certification, including and not limited to, successful
27 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
28 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.

1 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
2 RG13680477). Under his supervision, dozens of class action or representative cases have resulted
3 in settlements that have been granted court approval. He has handled over one hundred and fifty
4 (150) mediations and worked on over two hundred and fifty (250) class action or representative
5 action cases which have resulted in settlement.

6 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
7 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
8 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
9 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
10 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
11 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
12 Court. She has taken and defended dozens of depositions and successfully handled motion practice
13 in class action cases regarding discovery (including and not limited to, regarding class contact
14 information), class certification (both contested class certification and stipulated class
15 certification), arbitration agreements, coordination, intervention. She has successfully handled
16 briefing and oral argument on appeal and obtained notable decisions regarding Private Attorneys
17 General Act and employer efforts to compel arbitration of such claims, e.g., *Betancourt v.*
18 *Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal.,
19 May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175
20 (2019). She also has extensive experience with class actions, including and not limited to working
21 on cases to obtain class certification through contested motion practice and working on cases in
22 the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot
23 study, and trial preparation in conjunction with co-counsel in a case involving a certified class
24 consisting of approximately 2,600 individuals). She also has extensive experience with class
25 action and/or representative action settlements, and she has handled this process in over five
26 hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers for
27 Justice, PC has handled the class certification and court approval process for hundreds of class
28 action and/or representative action matters that have successfully resolved. She is a member of

1 the California Employment Lawyers Association and, on several occasions, has been a speaker
2 regarding topics in wage and hour law at the organization’s continuing legal education events.

3 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor’s degree from
4 the University of California, Santa Barbara in 2019, and earned my Juris Doctor degree from the
5 Southwestern Law School in 2024. I was admitted to practice law in California in November of
6 2024. From approximately May 2022 to approximately August 2022, I served as a Judicial Extern
7 to the Honorable Andre Birotte Jr. at the United States District Court for the Central District of
8 California. I am admitted to practice before all courts of the State of California and all federal
9 district courts in the State of California. Since joining Lawyers *for* Justice, PC, I have worked on
10 wage and hour class action and PAGA representative matters. My work has included, *inter alia*,
11 researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and
12 finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation
13 and analysis, and making court appearances.

14 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
15 **REPRESENTATIVE ACTION CASES**

16 7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC
17 (“LFJ”) has achieved on behalf of its clients:

18 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a major property management company involving allegations
20 of misclassification of various “manager” positions. On September 20, 2010, the court granted
21 final approval of the class action settlement. The Los Angeles County Superior Court Case
22 Number is BC400414.

23 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of household items involving allegations of
25 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
26 granted final approval of the class action settlement. The Los Angeles County Superior Court
27 Case Number is BC413498.

28 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a

1 wage-and-hour class action against a national property management company involving
2 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
3 granted final approval of the class action settlement. The Los Angeles County Superior Court
4 Case Number is BC430918.

5 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class action against a national retailer involving allegations of misclassification of
7 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
8 certification. On August 26, 2013, the court granted final approval of the class action settlement.
9 The Los Angeles County Superior Court Case Number is BC424012.

10 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a bank, involving allegations of
12 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
13 granted final approval of the class and PAGA representative action settlement. The Kern County
14 Superior Court Case Number is S-1500-CV-273194-LHB.

15 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
16 wage-and-hour class and PAGA representative action against a national wholesale distributor of
17 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
18 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
19 representative action settlement. The Sacramento County Superior Court Case Number is 34-
20 2012-00136285.

21 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class action against a multinational corporation that provides global workplace
23 solutions, involving allegations of misclassification of the “Operations Manager” position. On
24 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
25 County Superior Court Case Number is BC478769.

26 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national retailer of household
28 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted

1 final approval of the class and PAGA representative action settlement. The San Francisco County
2 Superior Court Case Number is CGC-13-532344.

3 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action involving allegations of misclassification of
5 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
6 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
7 the class and PAGA representative action settlement. The Los Angeles County Superior Court
8 Case Number is BC474784.

9 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of upscale
11 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
12 granted final approval of the class and PAGA representative action settlement. The Los Angeles
13 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
14 Coordination Proceeding Number is 4794.

15 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
17 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
18 settlement. The Los Angeles County Superior Court Case Number is BC488069.

19 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
21 involving allegations of misclassification of the “Department Manager” position. On August 12,
22 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
23 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
24 County Superior Court Case Number is RG13680477.

25 m) LFJ represented the plaintiff in a PAGA representative action against a real
26 estate and property management company, on behalf of non-exempt employees. On November 4,
27 2016, the court granted approval of the PAGA representative action settlement. The Orange
28 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

1 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
3 exempt employees. On November 18, 2016, the court granted final approval of the class and
4 PAGA representative action settlement. The San Francisco County Superior Court Case Number
5 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

6 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
7 representative action against a foodservice distributor, on behalf of non-exempt employees. On
8 January 26, 2017, the court granted final approval of the class and PAGA representative action
9 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

10 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
11 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
12 employer's motion to compel arbitration, which resulted in a published opinion by the California
13 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
14 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
15 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
16 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

17 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a consumer packaging company, on
19 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
20 and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC590429.

22 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a manufacturer of food service
24 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
25 approval of the class and PAGA representative action settlement. The Orange County Superior
26 Court Case Number is 30-2015-00810013-CU-OE-CXC.

27 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a lumber and hardware company on

1 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
2 and PAGA representative action settlement. The Orange County Superior Court Case Number is
3 30-2014-00747750-CU-OE-CXC.

4 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
5 representative action against a property management company, on behalf of non-exempt
6 employees. On June 14, 2017, the court granted final approval of the class and PAGA
7 representative action settlement. The Los Angeles County Superior Court Case Number is
8 BC586234.

9 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
10 representative action against a food company on behalf of non-exempt employees. On June 30,
11 2017, the court granted final approval of the class and PAGA representative action settlement. The
12 Sacramento County Superior Court Case Number is 34-2015-00175871.

13 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
14 representative action against a chocolate company on behalf of non-exempt employees. On July
15 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
16 The Alameda County Superior Court Case Number is RG15764300.

17 w) LFJ represented the plaintiff in a PAGA representative action, against the
18 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
19 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
20 Los Angeles County Superior Court Case Number is BC569664.

21 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
22 representative action against a manufacturer of plastic containers on behalf of non-exempt
23 employees. On October 31, 2017, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC577233.

26 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
28 employees. On December 11, 2017, the court granted final approval of the class and PAGA

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC569646.

3 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a property management company
5 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
6 approval of the class and PAGA representative action settlement. The Los Angeles County
7 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
8 Number is 4819.

9 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a global provider of flexible office
11 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
12 representative action settlement. The Los Angeles County Superior Court Case Number is
13 BC498401.

14 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
15 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
16 On October 15, 2018, the court granted the plaintiff's motion for class certification. On March 20,
17 2023, the court granted final approval of the class action settlement. The Tulare County Superior
18 Court Case Number is VCU264528.

19 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
20 representative action against a behavioral health service provider on behalf of non-exempt
21 employees. On November 13, 2018, the court granted final approval of the class and PAGA
22 representative action settlement. The Alameda County Superior Court Case Number is
23 RG16811450.

24 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 PAGA representative action against a global provider of products and services to the energy
26 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
27 granted approval of the PAGA representative action settlement. The Kern County Superior Court
28 Case Number is S-1500-CV-280215-SDC.

1 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
3 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
4 class. On November 7, 2024, the court granted final approval of the class action settlement. The
5 Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council
6 Coordination Proceeding Number is 4886.

7 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
9 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
10 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
11 and the Judicial Council Coordination Proceeding Number is 4921.

12 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of apparel and
14 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
15 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
16 court granted final approval of the class and PAGA representative action settlement. The
17 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

18 hh) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a medical equipment supplier on
20 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
21 for class certification and certified a class. On November 2, 2023, the court granted final approval
22 of the class and PAGA representative action settlement. The San Bernardino County Superior
23 Court Case Number is CIVDS1505744.

24 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval

1 of the PAGA representative action settlement. The San Diego County Superior Court Case
2 Number is 37-2016-00005578-CU-OE-CTL.

3 jj) LfJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a large national drug testing
5 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
6 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
7 granted final approval of the class and PAGA representative action settlement. The San Diego
8 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

9 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
11 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
12 court granted in part the plaintiff's motion for class certification and certified a class. The
13 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
14 Judicial Council Coordination Proceeding Number is 4930.

15 ll) LfJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a plastic packaging company on
17 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
18 for class certification and certified a class. On November 8, 2021, the court granted approval of
19 the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA
20 settlement and entered an order dismissing the action. The San Bernardino County Superior Court
21 Case Number is CIVDS1507361.

22 mm) LfJ in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against manufacturer and supplier of power products and services on
24 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
25 for class certification and certified a class. On August 27, 2021, the court granted final approval
26 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
27 00025968-CU-OE-CTL.

1 nn) LFJ represented the plaintiff in a wage-and-hour class action against a
2 nutritional products manufacturer on behalf of non-exempt production line employees. On
3 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
4 certified a class. On January 16, 2024, the court granted final approval of the class and PAGA
5 representative action settlement. The Solano County Superior Court Case Number is FCS051001.

6 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a
7 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
8 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
9 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. On
10 June 2, 2025, the court granted final approval of class action settlement and entered an order
11 dismissing the action. The Los Angeles County Superior Court Case Number is BC707670.

12 pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain
13 of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the
14 plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court
15 Case Number is CGC-20-582809.

16 **SUMMARY OF WORK PERFORMED AND SETTLEMENT TERMS**

17 8. Lawyers for Justice, PC has been actively engaged in this litigation from the
18 inception of the class action entitled *Sean Heston v. Service West, Inc.*, Alameda County Superior
19 Court, Case No. 21CV002394 ("*Heston Class Action*"), commenced by Plaintiff Heston on
20 November 10, 2021, and the consolidated representative action entitled *Sean Heston v. Service*
21 *West, Inc.*, Alameda County Superior Court, Case No. 21CV003075 ("*Heston PAGA Action*")
22 (together with *Heston Class Action*, "*Heston Action*"), which was commenced by Plaintiff Heston
23 on November 23, 2021. On May 8, 2023, Plaintiff Heston filed a First Amended Class Action
24 Complaint for Damages & Enforcement Under the Private Attorneys General Act, California
25 Labor Code § 2698, Et Seq., adding a PAGA cause of action to the class action complaint.
26 Furthermore, on June 18, 2025, Plaintiffs filed a Second Amended Class and Representative
27 Action Complaint for Damages which, *inter alia*, added Plaintiff De Leon as a named plaintiff to
28 the *Heston Action*.

1 9. Lawyers for Justice, PC has fully and actively participated in the litigation process
2 throughout the pendency of this case, and since joining forces with the attorneys at Crosner Legal,
3 PC, we have worked closely with them to prosecute the action, and our work with them has been
4 a coordinated and combined effort. Together, Lawyers for Justice, PC and Crosner Legal, PC
5 (together, “Class Counsel”) have worked cooperatively in a coordinated and combined effort to
6 strategize and prosecute the matter.

7 10. Before initiating the *Heston* Class Action and *Heston* PAGA Action, Lawyers for
8 Justice, PC conducted extensive investigation and research into the facts and circumstances
9 underlying the pertinent factual and legal issues and applicable law. This required thorough
10 discussions and interviews between attorneys at our firm and Plaintiff Heston, and research into
11 the various legal issues involved in the case, namely, the current state of the law as it applied to
12 class certification, off-the-clock theory, meal and rest periods, wage-and-hour enforcement,
13 Plaintiff’s claims and damages, and potential defenses. After conducting initial investigation, our
14 firm determined that Plaintiff Heston’s claims were well-suited for class action treatment and
15 representative adjudication owing to what appeared to be a common course of conduct affecting a
16 similarly situated group of current and former non-exempt employees who worked for Defendant
17 Service West, Inc. (“Defendant”) in California, who were not properly compensated for, *inter alia*,
18 all hours worked, non-compliant meal and rest periods, and unreimbursed business expenses.

19 11. Collectively, Class Counsel investigated the veracity, strength, and scope of the
20 claims, and worked on preparing the cases for class certification and trial, prior to reaching the
21 settlement. This matter involved extensive and ongoing investigations and research into legal and
22 factual issues, and formal and informal discovery. Class Counsel obtained information from
23 Plaintiffs and percipient witnesses, reviewed and analyzed a volume of information, documents,
24 and data obtained from Plaintiffs, Defendant, and other sources, researched applicable law, and
25 undertook analyses and calculations of the value of claims, damages, and penalties exposure.
26 Class Counsel also met and conferred with Defendant’s counsel on numerous occasions, e.g., to
27 discuss issues relating to the pleadings, case management, formal and informal discovery,
28 production of information, documents, and data in the course of litigation, mediation, and

1 settlement negotiations, and the mediation sessions and settlement negotiations. Other work that
2 Class Counsel has performed and/or will perform include, *inter alia*, case strategy and analysis;
3 drafting, reviewing, and revising the pleadings, motion-related papers, and settlement-related
4 papers; case management; claims assessment and evaluation; and preparing for and attending court
5 proceedings and the mediation sessions and settlement negotiations.

6 12. As outlined herein, the parties have conducted significant investigations and
7 discovery during the course of litigating the case. Class Counsel analyzed a volume of information,
8 documents, and data obtained from Plaintiffs, Defendant, and other sources. This information,
9 documents, and data provided a critical understanding of the nature of the work performed by class
10 members and aggrieved employees, as well as Defendant's operations and employment policies,
11 practices, and procedures, and were used in analyzing liability, damages, and penalties valuation
12 issues in connection with all phases of the litigation, and ultimately, in connection with the
13 mediation and settlement negotiation process. Accordingly, sufficient investigation and review of
14 information has taken place in order for the parties to be sufficiently informed of the nature and
15 extent of the claims, and to enable all parties to fully evaluate the settlement for its fairness,
16 adequacy, and reasonableness. Class Counsel analyzed class data and time and wage records to
17 determine violations rates and model potential recoveries for the Class, including, *inter alia*, for
18 unpaid minimum, regular, and overtime wages, failure to provide meal and rest breaks and
19 associated premiums, failure to timely pay wages during employment, failure to timely pay wage
20 upon termination and associated waiting time penalties, unreimbursed business expenses, and
21 other California Labor Code violations.

22 13. After conducting significant investigation of the facts and law during the prosecution
23 of the case, counsel for the parties engaged in mediations and extensive settlement negotiations to
24 try to resolve the case. These efforts included participating in two separate mediation sessions.
25 On September 25, 2023, the Parties participated in their first mediation session which was
26 conducted by the Honorable Ronald M. Sabraw, a well-regarded mediator who is experienced in
27 mediating complex labor and employment matters. The Parties were unsuccessful at reaching a
28 settlement at the first mediation. On June 13, 2024, the Parties attended a second mediation session

1 conducted by David Phillips, a well-regarded mediator who is also experienced in mediating
2 complex labor and employment matters. The Parties were able to reach a settlement after ongoing
3 settlement negotiations following the second mediation session. During all settlement discussions,
4 the parties conducted their negotiations at arm's length in an adversarial position. In the course of
5 the mediation sessions and continued settlement negotiations, the parties discussed all aspects of
6 the cases, including the risks and delays of further litigation proceedings, class certification, and/or
7 trial, the law relating to, *inter alia*, class certification, manageability, off-the-clock theory, meal
8 and rest periods, PAGA representative claims, and wage-and-hour enforcement, as well as the
9 evidence produced and analyzed, and the possibility of appeals, among other things. Arriving at
10 a settlement that was acceptable to the parties was not easy. After conducting extensive
11 investigations, formal and informal discovery, and settlement negotiations, and with the aid of the
12 mediator's evaluation, the parties ultimately agreed to resolve the case given the legal issues
13 relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend
14 further litigation, and the real possibility of no recovery after years of litigation.

15 14. If the Court approves the settlement, Defendant will pay \$1,250,000.00 pursuant to
16 the Settlement (the "Gross Settlement Amount"). The Net Settlement Amount is estimated to be
17 \$478,000.00 after accounting for: (1) attorneys' fees in the amount of up to \$435,000.00 (which is
18 up to thirty-five percent (35%) of the Gross Settlement Amount) and reimbursement of litigation
19 costs and expenses of up to \$80,000.00, to Class Counsel; (2) service payments of up to \$10,000.00
20 each to Plaintiffs (\$20,000.00 total); (3) a PAGA Penalties Payment of \$225,000.00, of which
21 seventy-five percent (75%), or \$168,750.00, will be paid to the Labor Workforce Development
22 Agency ("LWDA"), and twenty-five percent (25%), or \$56,250.00, will be distributed to PAGA
23 Employees; and (4) Administration Expenses Payment estimated not to exceed \$12,000.00.

24 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris") to handle
25 administration of the Settlement, and the Parties respectfully request that this Court appoint
26 Simpluris to serve as the Administrator. The Administration Expenses Payment are estimated not
27 to exceed \$12,000.00 and will be paid from the Gross Settlement Amount, subject to Court
28 approval.

1 16. The Settlement provides for Enhancement Awards in an amount of up to \$10,000.00
2 each to Plaintiffs (\$20,000.00 total), to be paid out of the Gross Settlement Amount. Prior to the
3 final approval hearing, Plaintiffs will file a motion for final approval and, at that time, also move
4 this Court to award the Enhancement Award to Plaintiffs. The contemplated Enhancement Award
5 is fair and reasonable, in light of Plaintiffs' broader general release of claims and California Civil
6 Code section 1542 waiver, as well as their time and effort expended to pursue the case. By
7 initiating and pursuing the action, Plaintiffs undertook the responsibilities of serving in a
8 representative capacity for the Class. Plaintiffs were available whenever Class Counsel needed
9 them, actively tried to obtain and provide information, and spent a substantial amount of time and
10 effort providing the facts and evidence necessary to facilitate the prosecution of the case.
11 Accordingly, it is appropriate and just for Plaintiffs to receive a reasonable service award, in
12 addition to her individual settlement payment under the Settlement.

13 17. The Settlement provides for attorneys' fees up to \$435,000.00. Prior to the final
14 approval hearing, Plaintiffs will move this Court for an award of attorneys' fees, and show why
15 awarding the full amount of attorneys' fees is fair and reasonable. The attorneys' fees
16 contemplated under the settlement are fair and reasonable considering (1) the risk Class Counsel
17 took in commencing the case; (2) the time, effort, and expense Class Counsel dedicated to the
18 case; (3) the skill and determination Class Counsel have shown; (4) the results Class Counsel have
19 achieved throughout the litigation; (5) the value of the settlement that Class Counsel have achieved
20 for Plaintiffs and the Class; and (6) the other cases Class Counsel have turned down in order to
21 devote their time and efforts to this matter.

22 18. The Settlement also provides for reimbursement of litigation costs and expenses in
23 an amount up to \$80,000.00. Prior to the final approval hearing, Plaintiffs will move this Court for
24 an award of reimbursement of Class Counsel's litigation costs and expenses in the precise amount
25 that will be demonstrated in the motion, but not to exceed \$80,000.00.

26 19. Lawyers for Justice, PC provided written notice by online submission to the LWDA
27 and by certified mail to Defendant, on behalf of Plaintiff Heston, of Plaintiff Heston's intent to
28 pursue civil penalties under PAGA against Defendant for alleged violations of the California

1 Labor Code and Industrial Welfare Commission Wage Orders, on September 17, 2021, a true and
2 correct copy of which is attached hereto as “**EXHIBIT A.**” On June 2, 2025, Plaintiff Heston
3 submitted an amended notice to the LWDA, alleging additional violations of the California Labor
4 Code, a true and correct copy of which is attached hereto as “**EXHIBIT B.**”

5 20. The LWDA did not respond to the notice letters that were sent on behalf of Plaintiff
6 Heston.

7 21. Class Counsel and Plaintiffs have entered into a written fee split agreement by which
8 Lawyers for Justice, PC will receive fifty percent (50%) of any attorneys’ fees awarded by the
9 Court, and Crosner Legal, P.C. will receive fifty percent (50%) of any attorneys’ fees awarded by
10 the Court.

11 22. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
12 in the best interest of Plaintiffs, the Class, PAGA Employees, and the State of California. Class
13 Counsel further submit that the Settlement is within an acceptable range of recovery for this type
14 of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further
15 litigation, and the costs and risks associated with class certification, representative adjudication,
16 trial, and/or appeals.

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

19 Executed on this 30th day of July 2025 at Glendale, California.

20
21 
22 Maria Halwadjian

EXHIBIT A

LAWYERS FOR JUSTICE

September 17, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: SERVICE WEST, INC.

Dear Representative:

We have been retained to represent Sean Heston against Service West, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Service West") for violations of California wage-and-hour laws. Mr. Heston seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Heston seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Service West employed Mr. Heston as an hourly-paid, non-exempt employee from approximately June 2018 to approximately July 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Mr. Heston may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Service West has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

Service West required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries and working on existing projects.

LAWYERS FOR JUSTICE

California Labor Code sections 510 and 511 require employers to pay one-and-a-half or double time overtime wages, and make unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Heston and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Heston and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Service West required Mr. Heston and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Service West did not provide Mr. Heston and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Service West were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Heston and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Heston and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Heston and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Heston and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Heston and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Service West failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Heston and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Service West failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Service West did not provide Mr. Heston and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Heston and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Heston and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Heston and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Service West. These costs include, but are not limited to, the use of personal phones for work-related purposes, the use of personal vehicles for work-related purposes, the purchase and maintenance of clothing in compliance with the dress code, the purchase and maintenance of shoes in compliance with the dress code, and the purchase and maintenance of tools and supplies, including but not limited to masks.

Therefore, on behalf of all aggrieved employees, Mr. Heston seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in cursive script, appearing to read "Edwin Aiwazian".

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Service West, Inc.
c/o Gerald Michael Murphy
Agent for Service of Process
600 Montgomery Street, 14th Floor
San Francisco, CA 94565

EXHIBIT B



June 2, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: SERVICE WEST, INC.

Dear Representative:

We have been retained to represent Sean Heston against Service West, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Service West") for violations of California wage-and-hour laws. Mr. Heston seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Heston seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Service West employed Mr. Heston as an hourly-paid, non-exempt employee from approximately June 2018 to approximately July 2020, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Mr. Heston may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Service West has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 218.5, 221, 222, 223, 224, 226(a)-(c), 226.6, 226.7, 227.3, 245-248.5, 256, 432, 432.5, 432.7, 510, 512(a), 551, 552, 558, 558.1, 1024.5, 1174, 11.74(d), 1174.5, 1194, 1197 et seq., 1197.1, 1198, 1198.5, 1198.5(k), 1199, 2699, 2800, and 2802, 2810.5, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 9-2001.

Service West required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries and working on existing projects.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Heston and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Heston and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Service West required Mr. Heston and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay an employee, who is either discharged or who quits, any wages owed to them, the employer must pay a penalty equal to the employees' daily wages for each day, not exceeding 30 days, any wages that were unpaid. Additionally, the 30 days waiting time penalty is recoverable under California Labor Code section 256. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as 224 above.

California Labor Code section 210 requires that an employer who fails to pay the wages of employees as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall pay a civil penalty in the amounts of one hundred dollars (\$100) for each failure to pay employee for the initial violation and two hundred dollars (\$200) for each failure to pay each

employee plus twenty-five percent (25%) of the amount unlawfully withheld for each subsequent violation. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201.3, 204, 204(b), 204.1, 204.11, and 1197, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 216 provides that any person, agent, superintendent, or officer is guilty of a misdemeanor if he or she has the ability to pay, but willfully refuses to pay wages due and payable after demand has been made, or falsely denies the amount or validity thereof, or that the same is due, with the intent to secure for himself, his employer or other person, any discount t upon such indebtedness, or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such indebtedness is due. During the relevant time period, Service West willfully refused to pay wages that were due to Mr. Heston and other aggrieved employees by failing to pay overtime and meal and rest premiums.

California Labor Code section 218 and 218.5 provides any wage claimant to sue for any unpaid wages or penalties. California Labor Code section 221 provides that it is unlawful for an employer to collect or receive from an employee any part of wages paid by said employer to said employee. During the relevant time period, Service West unlawfully collected and/or received amount due to Mr. Heston and the aggrieved employees for wages by requiring them to regularly work off-the-clock, both before and after their shifts and during meal periods, for which they were not compensated at the applicable minimum, regular, or overtime rate, and automatically deducted meal periods regardless of whether employees were actually able to take compliant meal periods.

California Labor Code section 222 requires that an employee be paid all of the wages he or she has earned and provides that it is unlawful to withhold any part of the agreed-upon wage. During the relevant time period, Service West undertook unlawful withholdings and deductions from wages owed to Mr. Heston and the aggrieved employees, for meal periods, cell phone use, gas mileage, work clothes, and work shoes. For example, meal periods were automatically deducted regardless of whether employees were actually able to take compliant meal periods.

California Labor Code section 223 provides that it is unlawful for an employer to secretly pay a lower wage while purporting to pay the minimum wage designated by statute or by contract. During the relevant time period, Service West unlawfully and secretly paid a lower wage while purporting to pay the minimum wage, by requiring Mr. Heston and the aggrieved employees to regularly perform job duties off-the-clock, both before and after their shifts and during meal periods, and by automatically deducting pay for meal periods and purchasing of work clothes and work shoes. As a result, Mr. Heston and aggrieved employees were not compensated at the applicable minimum, regular, or overtime rates.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Service West did not provide Mr. Heston and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Service West were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Heston and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code section 227.3 requires that, unless otherwise provided by a collective-bargaining agreement, when an employment contract or employer policy provides for paid vacations or time off, all vested vacation and time off shall be paid to the employee as wages at his or her final rate, provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested paid vacation time or time off upon termination. California Labor Code section 246 provides that employees are entitled to paid sick days in accordance with the appropriate accrual method. During the relevant time period, Service West required Mr. Heston and the aggrieved employees to perform work but did not record or compensate them for the work performed and also failed to credit them paid vacation/time off and paid sick time for that work.

California Labor Code section 432.5 provides that “No employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent manager, superintendent, or officer thereof to be prohibited by law.”

California Labor Code section 432.7 prohibits employers from asking applicants to disclose information concerning arrests or detentions that did not result in conviction.

California Labor code section 1024.5 provides that an employer “shall not use a consumer credit report for employment purposes” unless the report is used for individual who will be working within specific positions.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day’s rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Heston and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Heston and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Heston and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Heston and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day’s rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Service West failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Heston and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any “doing business as” names used by the employer. The physical address of the employer’s main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer’s workers’ compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

Service West failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Service West did not provide Mr. Heston and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Heston and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, Service West failed to pay Mr. Heston and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Heston and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code section 1198.5 gives employees the right to inspect and receive a copy of their personnel files within a reasonable amount of time, and the file must be made available for inspection no later than 30 calendar days from the date which the employer receives a written request. If an employer fails to comply with the 30-day timeframe, then the employee is entitled to recover a \$750 penalty under California Labor Code section 1198.5(k). Additionally, California Labor Code section 432 provides that employers must furnish copies of all employment records bearing the employee's signature.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Heston and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Service West. These costs include, but are not limited to, the use of personal phones for work-related purposes, the use of personal vehicles for work-related purposes, the purchase and maintenance of clothing in compliance with the dress code, the purchase and maintenance of shoes in compliance with the dress code, and the purchase and maintenance of tools and supplies, including but not limited to masks.

California Labor Code section 558.1 provides that an employer, or any person acting on behalf of an employer, may be held liable for violating sections 203, 226, 226.7, 1193.6, 1194, or 2802. During the relevant time period, Service West was an employer who violated various sections of the California Labor Code.

Therefore, on behalf of all aggrieved employees, Mr. Heston seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Maria Halwadjian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Service West, Inc.
c/o Gerald Michael Murphy
Agent for Service of Process
600 Montgomery Street, 14th Floor
San Francisco, CA 94565