

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
Shalom "Christine" Choo (State Bar No. 339947)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
ktulyathan@diversitylaw.com
christine@diversitylaw.com

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER LAW GROUP
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff, the Class, and Aggrieved Employees

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

JAMES JONES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

TFC PARTNERS, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: RG21087839

(Assigned to the Honorable Brad Seligman, Dept.
23)

**DECLARATION OF JAMES JONES IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 4, 2023

Time: 3:00 P.M.

Dept.: 23

Reservation ID: 820143419137

Complaint Filed: February 4, 2021

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1. I am an individual over the age of 18. I am the named Plaintiff in the above-captioned action. I have personal knowledge of the facts set forth below and if called to testify I would do so competently.
2. I was employed by Defendant TFC Partners, Inc. (“Defendant”) as a concierge from about March 29, 2020, until about December 31, 2020. I worked as a non-exempt employee and was paid on an hourly basis.
3. During my employment, Defendant required that I keep my communication lines open and respond to incoming calls during my meal and rest breaks. As a result, I did not take my off-duty meal and rest breaks. I was also not paid premium compensation for these meal and rest breaks.
4. During my employment with Defendant, I was required to work off-the-clock. In particular, I was required to work past the end of my scheduled shifts, off-the-clock, until the next employee working the following shift clocked into work. However, I was not paid for the time I was working off-the-clock.
5. I did not receive the unpaid wages owed to me at the end of my employment.
6. In addition, as a result of the violations above, I was issued inaccurate wage statements. Moreover, whenever I was paid double time wages, the corresponding wage statements displayed the wrong hourly rate of pay.
7. I understand that this action was brought on behalf of all other employees in the Class of California, and that I am acting as a representative for the Class. As the Class representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. However, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.
8. I have and continue to be willing to assist in the investigation of this matter,

1 including meeting, conferring, discussing the case with my attorneys, providing any necessary
2 information and documents, making myself available for trial or any further proceedings in this
3 matter as required to represent the interests of the Class. I also understand my duties and
4 responsibilities to the proposed Class and will carry out those duties as necessary.

5 9. I have discussed the case with my attorneys on a number of occasions, provided
6 information and documents to my attorneys to help with the prosecution of the case, and
7 reviewed documents in the case, including the Settlement Agreement.

8 10. I have discussed the terms of the Settlement Agreement with my attorneys, and
9 based on the information provided, I believe the Settlement to be fair, adequate, and reasonable
10 for myself and for the entire Class.

11 11. I am aware and have been aware from the inception of the case, that there is the
12 risk that if I do not win my case, then I could be liable for Defendant's litigation costs. I
13 accepted that risk in this case. I also understood that an individual case would have resolved
14 much faster than a class action and involved much less financial risk than a class action.

15 12. I also understand that this lawsuit was filed in the public court records, which may
16 affect my ability to obtain future employment.

17 13. In connection with the settlement, I also executed a general release of any and all
18 claims, known and unknown, including a waiver of Civil Code § 1542, which was not required
19 of other Class Members.

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

22 Executed on this 2 day of March 2023, at San Francisco, California.

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25 James Jones
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