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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
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 12, 2023

Time: 3:00 P.M.

Dept.: 23

RES. ID: Per 5/16/23 Minute Order

Complaint Filed: February 4, 2021

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I, James Jones, declare as follows:

1. I am an individual over the age of 18. I am the named Plaintiff in the above-referenced action. I have personal knowledge of the facts set forth below and if called to testify I could and 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 device on and respond to incoming calls during my meal and rest breaks. As a result, I did not receive off-duty meal and rest breaks. I was also not paid premium compensation for these missed meal and rest breaks.

4. During my employment with Defendant, I was required to work off-the-clock. In this regard, I was required to work past the end of my scheduled shifts, off-the-clock, until the employee working the following shift clocked into work. However, I was not paid for the time spent 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, I allege that I was issued corresponding wage statements that displayed the wrong hourly rate of pay.

7. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them and providing them with documents and information. I have spent a significant amount of time meet and/or conferring with my attorneys in connection with the assistance/prosecution of the claims. I estimate that I spent approximately 20 hours in connection with this lawsuit. This includes engaging in numerous telephonic discussions with my counsel regarding the case, searching for and providing documents relating to my case, reviewing various files and pleadings in the case, including my PAGA letter, complaint,

1 settlement agreement, and declarations. Throughout this case, I have continuously been kept
2 apprised of the status of this case.

3 8. I understand that this action was brought on behalf of all other employees in the
4 State of California, and that I am acting as a representative for the class. As the Class
5 Representative, I understand that it is my responsibility to act in the best interests of the class and
6 not my own. I agree that I will not put my own interests ahead of that of the class. Moreover, I
7 am not aware of any conflicts that exist between my interests and the interests of the class that
8 would impair or affect my ability to serve as representative for the class.

9 9. I have and continue to be willing to assist in the investigation of this matter,
10 including meeting, conferring, discussing the case with my attorneys, providing any necessary
11 information and documents, making myself available for trial or any further proceedings in this
12 matter as required to represent the interests of the class. I also understand my duties and
13 responsibilities to the proposed class and will carry out those duties as necessary.

14 10. I have discussed the terms of the Stipulation of Settlement and Release
15 (“Settlement Agreement”) with my attorneys, and based on the information provided, I believe
16 the Settlement to be fair, adequate, and reasonable for myself and for the entire Class.

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

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

23 13. In connection with the settlement, I also executed a general release of any and all
24 claims, known and unknown, including a waiver of Civil Code § 1542, which was not required
25 of other class members.

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

3 Executed on this 16 day of August 2023, at San Francisco, California.

4 *James Jones*

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