

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and Aggrieved Employees

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

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

Plaintiff,

vs.

PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2102372

[Assigned for all purposes to the Hon. Daniel
Ottolia, Department 4]

**DECLARATION OF JAMES
FLOURNOY IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: May 9, 2022

Time: 8:30 a.m.

Dept.: 4

Reservation ID: 938404797838

Action Filed: May 7, 2021

Trial Date: None Set

1 I, James Flournoy, declare as follows:

2 1. I am an individual over the age of 18. I am the named Plaintiff in the above-
3 referenced action. I have personal knowledge of the facts set forth below and if called to
4 testify I could and would do so competently.

5 2. I was employed by Partners Personnel – Management Services, LLC
6 (“Defendant”) through various assignments for about two and a half years. My most recent
7 assignment was as a Warehouse Stocker at StarCrest, and ended around June 18, 2020. I
8 worked as an hourly, non-exempt employee.

9 3. During my employment, I regularly worked shifts of 3.5 hours or more per day.
10 Because Defendant had a policy where employees were not allowed to leave the premises
11 during rest breaks, I was required to remain on-duty during my rest breaks. I did not receive
12 premium pay for the missed rest breaks, and as a result, the wage statements I received did not
13 accurately reflect the correct gross and net wages earned.

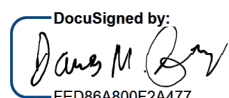
14 4. In addition, I did not timely receive all wages owed upon termination. My
15 employment ended on June 18, 2020, but I did not receive my final paycheck until about two
16 weeks later. I also did not receive the rest period premium pay upon my termination.

17 5. I do not believe I have any interests that are adverse to the other employees that
18 are part of the PAGA settlement.

19 6. I have spent a significant amount of time discussing this matter with my
20 attorneys on many occasions and explaining my understanding of the Defendant’s company
21 practices. I met with my attorneys to discuss this case and the facts involved, responded to
22 questions, provided documents, and assisted in preparing for mediation.

23 7. I am proud of the result and accomplishment of this lawsuit. I feel that it is a
24 positive accomplishment and understand that other people will benefit because of the actions
25 that I have taken.

26 I declare under penalty of perjury that the foregoing is true and correct. Executed on
27 April ⁷, 2022, at Santa Ana, California.

DocuSigned by:

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James Flournoy

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