

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Dept.: 10

I, VALERIE FURNIA, declare as follows:

1. I am over the age of eighteen and am the named Plaintiff in *Valerie Furnia v. Heartland Payment Systems, LLC et al.*; Los Angeles County Superior Court Case No.: 24STCV00988. The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiff's Motion for Approval of Private Attorneys General Act Settlement.

3. I am a former employee of Heartland Payment Systems, LLC and Global Payments, Inc. ("Defendants"). When I was hired, I participated in Defendants' online training and Field Week program for the first two weeks of my employment. Subsequently, I was hired as a full-time employee Relationship Manager from approximately April 2023 until August 2023.

4. During Field Week, I worked approximately 45-50 hours during the week, but I did not receive overtime pay and was paid below the minimum wage for my work. Like others required to participate in Field Week, I could not discuss pricing with potential customers or close any transactions or sales. I could only represent that I was a temporary employee of Defendants', and I had limited access to Defendants' sales databases. I also was not afforded an opportunity to take meal and rest periods during this time.

5. After I became a full-time employee as a Relationship Manager, essentially a full time salesperson, I became subject to all of Defendants' sales policies that are at issue in this lawsuit. Those include policies related to sales commissions and the deductions from commissions, "Bridge Compensation", "Portfolio Buyouts", "True-Ups", and the expense reimbursement policies. While Defendants purported to allocate 25% of my sales commissions to reimbursement of expenses, the commissions that I received while working at Defendants could always be clawed back so I believe, and alleged in this lawsuit, that such a reimbursement policy was illusory and unlawful under California law. I also believe I was not reimbursed for the out of pocket expenses that I incurred on behalf of Defendants to perform my job, including mileage, cell

1 phone, home internet, and other business expenditures.

2 6. Based on Defendants' various sales and business expense policies, and the lack of
3 policies surrounding meal and rest breaks, which were never provided, authorized or permitted
4 while I worked for Defendants, I believe I am entitled to compensation because of Defendants'
5 alleged violations of California law. I also asserted claims based on Defendant's non-disclosure
6 agreements that I was required to sign, but which I was later informed violated California law.

7 7. Before undertaking to act as the named representative plaintiff in this case, I
8 researched employment class action attorneys, and during my research I discovered a prior class
9 action lawsuit against Defendant Heartland, in which the plaintiffs were represented by Shanberg
10 Stafford LLP ("SS"), who I later retained to represent me in this action. I thereafter spoke at
11 length with my attorneys, and relayed to them the alleged continued illegal wage and hour
12 policies and practices of Defendants. I also informed my attorneys of the nature of Defendants'
13 pay policies, Defendants' failure to provide meal periods and to authorize and permit duty free
14 rest periods, failure to provide proper wage statements, and failure to reimburse for business
15 expenses, and my belief that Defendants unlawfully deducted monies from my pay via the
16 Bridge Compensation policy and True-Up policy.

17 8. In January 2024, my attorneys filed my initial lawsuit against Defendants.
18 Shortly thereafter, the parties exchanged discovery and I spent several hours working with my
19 attorneys in responding to interrogatories and requests for production of documents propounded
20 by Defendants.

21 9. Defendants propounded five (5) different sets of written discovery which required
22 me to spend several hours of time both responding to the requests as well as searching for
23 documents. I maintained numerous documents in my possession while working for Heartland
24 and turned these documents over to my counsel to produce in discovery. The documents were
25 numerous and contained over 1500 pages. At various times, my attorneys called me to discuss
26 these documents, and their impact on the wage and hour claims alleged in this case.

1 10. In early 2025, the parties agreed to attend a Mediation in an attempt to globally
2 resolve all of the California wage and hour lawsuits brought against Defendants. I spoke with
3 my attorneys in advance of the Mediation, and remained on call during the Mediation to answer
4 any potential questions.

5 11. Since the date of the Mediation, I have communicated with my attorneys
6 regarding the settlement terms, and spent many hours reviewing the lengthy settlement
7 agreement, and ensuring that the settlement agreement is fair to all aggrieved employees affected
8 by the settlement.

9 12. I fully support the instant settlement and believe that \$1,200,000 is an excellent
10 result.

11 13. Notwithstanding my considerable work performed in this case, I am not seeking an
12 incentive fee in connection with the PAGA settlement itself. Instead, I will be receiving the same
13 pro rata share of penalties as all other current and former employees will receive in connection
14 with the settlement.

15 14. Separate and apart from the PAGA settlement, and rather than pursue a prolonged
16 individual Arbitration against Defendants, I negotiated a confidential settlement and release of my
17 underlying wage and hour and all other potential employment claims, which are not part of the
18 release in the PAGA settlement. I am releasing all other known and unknown claims, including
19 any claims arising from my separation from Defendants.

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

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23 Executed on 5/16/2025, at Fresno, California.

24
25 DocuSigned by:

Valerie Furnia

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Valerie Furnia