

1 W. Zev Abramson, Esq. #289387
Baruch Kreiman, Esq. #306328
ABRAMSON LABOR GROUP
1700 West Burbank Blvd.,
Burbank, CA 91506
Tel: (213) 493-6300
Fax: (213) 336-3704
litigationmail@abramsonlabor.com

Attorneys for Plaintiff,
DONNA JONES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

DONNA JONES, on behalf of herself, the State
of California, and other aggrieved employees,

Plaintiff,

vs.

CAVU EXPERIENCES (AMER) LLC; and
DOES 1-100, Inclusive,

Defendants.

Case No. 24CV000624

DECLARATION OF PLAINTIFF DONNA
JONES IN SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT

[Filed Concurrently with:

- 1. Notice of Motion and Motion*
- 2. Memorandum of Points and Authorities*
- 3. Declaration of Baruch Kreiman*
- 4. Declaration of Compliance with Local
Rule 2.99.05*
- 5. [Proposed] Order]*

Date: September 11, 2026
Time: 9:00 AM
Res ID: A-00624-001
Dept: 23
Assigned to: Hon. Jill H. Talley

Complaint Filed: January 16, 2024
Trial Date: None Set

1 I, Donna Jones, declare:

- 2 1. I am the named Plaintiff in this action. On January 16, 2024, the Representative Action
3 Complaint entitled Donna Jones v. CAVU Experiences (AMER) LLC, Sacramento
4 Superior Court Case No. 24CV000624 (the “Action”), was filed on behalf of myself
5 and all others similarly aggrieved. I have personal knowledge of the matters contained
6 in this declaration and if called to testify, I would and could competently testify to such
7 matters.
- 8 2. I am represented by my counsel, Abramson Labor Group. I submit this declaration in
9 support of the Motion for Approval of PAGA Settlement.
- 10 3. I was employed by Defendant CAVU Experiences (AMER) LLC as a non-exempt,
11 hourly lounge agent at the Escape Lounge located within the Sacramento International
12 Airport (SMF) from approximately August 30, 2022, through April 25, 2023.
- 13 4. My duties primarily included checking in guests at the front desk, serving food and
14 beverages to travelers, and maintaining the cleanliness and order of the lounge.
- 15 5. Based on my experience working for Defendant, I alleged in the Complaint that
16 Defendant failed to comply with California labor laws. Specifically, the lounge was
17 frequently understaffed while handling a high volume of travelers. Due to this high
18 workload and lack of coverage, I was often unable to take timely, uninterrupted 30-
19 minute meal periods or 10-minute rest breaks. I was often required to work through
20 these breaks to attend to guests. Additionally, I was occasionally required to perform
21 work duties off-the-clock, such as going through airport security and preparing for my
22 shift before clocking in, for which I was not compensated.
- 23 6. I retained Abramson Labor Group to investigate these violations and represent me and
24 my co-workers in this Action. Since retaining counsel, I have spent a considerable
25 amount of time and effort assisting in the prosecution of this case. My participation
26 included:
 - 27 a. Gathering and transmitting my wage statements, personnel documents, and time

- 1 records to my attorneys for analysis;
- 2 b. Engaging in multiple telephonic conferences with my counsel to explain the
- 3 Defendant's policies, the realities of the workplace, and the specific violations I
- 4 witnessed;
- 5 c. Reviewing the PAGA Notice and the Complaint for accuracy prior to filing; and
- 6 d. Discussing the status of the litigation and strategy with my counsel on a regular
- 7 basis.
- 8 7. I made myself available by telephone throughout the full day of mediation on
- 9 November 13, 2025 to discuss the strengths and weaknesses of the case with my
- 10 counsel, reviewed the settlement offers, and ultimately authorized the acceptance of the
- 11 final settlement offer.
- 12 8. I understand that by acting as a named plaintiff in a lawsuit against a former employer,
- 13 I have exposed myself to significant risks. I work in the hospitality and airport service
- 14 industry, which is a relatively small community. I am concerned that future prospective
- 15 employers may view this public record negatively and refuse to hire me, a practice
- 16 known as "blacklisting," or that I may suffer reputational harm for being labeled as
- 17 someone who sues their employer. Despite these risks, I came forward to ensure that
- 18 my former co-workers and I received compensation for the Labor Code violations we
- 19 endured.
- 20 9. I have reviewed the Settlement Agreement and fully support its terms. I understand that
- 21 Defendant has agreed to pay a Gross Settlement Amount of \$250,000.00 to resolve this
- 22 matter. I believe this settlement is fair, reasonable, and in the best interest of the State
- 23 of California and the aggrieved employees, particularly when weighed against the risk
- 24 of recovering nothing if we proceeded to trial.
- 25 10. I understand that the Motion requests an Incentive Award of \$10,000.00 for my role as
- 26 the Plaintiff. I believe this amount is fair and reasonable compensation for the time I
- 27 dedicated to this case, the assistance I provided to counsel, the general release of claims

1 I am providing, and the professional and reputational risks I assumed by attaching my
2 name to this public litigation.

3 11. I understand that by signing the Settlement Agreement and this Declaration, I am
4 releasing my claims for civil penalties under PAGA and settling my individual claims
5 against Defendant.

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

8 Executed at Carmichael, California.

9
10
11 DATED: March 13, 2026


By: Donna Jones (Mar 13, 2026 13:30:50 PDT)
Donna Jones
Plaintiff