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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

MONTOYA FONTENOT, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LGI REALTY—CALIFORNIA, INC., a
California Corporation,

Defendant.

Case No. 24CV012817

**DECLARATION OF SCOTT STILLMAN IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

ASSIGNED FOR ALL PURPOSES TO
JUDGE JILL TALLEY
DEPARTMENT 23

Date: August 8, 2025
Time: 9:00 a.m.
Reservation No.: A-12817-001

Action Filed: June 26, 2024
Trial Date: None Set

1 I, Scott Stillman, declare as follows:

2 **INTRODUCTION**

3 1. I am over the age of 18 and have personal knowledge of the facts set forth in this declaration
4 and could and would testify competently to them.

5 2. I am a member in good standing of the Bar of the State of California. I am licensed to
6 practice before all courts in the State of California.

7 3. I am the founder of The Law Office of Scott Stillman. Together with my co-counsel, The
8 Jhaveri-Weeks Firm, P.C., The Law Office of Scott Stillman represents Plaintiff Montoya Fontenot
9 (“Plaintiff”) in this action against LGI Realty—California, Inc. (“LGI” or “Defendant”), and is proposed
10 Class Counsel for all persons who have been employed by Defendant as New Home Consultants in
11 California and who were paid on a commissioned basis during the period from March 21, 2020 through
12 May 3, 2024.

13 4. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class
14 Action Settlement.

15 5. I have no knowledge of the existence of any conflicts of interest between Class Counsel
16 and Plaintiff, on the one hand, and any Class Member, on the other hand.

17 **ATTORNEY EXPERIENCE**

18 6. I received my undergraduate degree from Stanford University in 2004, my law degree from
19 Northeastern University School of Law in 2009, and became a member of the California Bar in 2009.
20 Since 2010, my practice has focused almost exclusively on the field of employment law.

21 7. I founded The Law Office of Scott Stillman in San Francisco, California, in 2023. The
22 majority of my firm’s practice is representing plaintiffs in individual employment cases, and I also am
23 involved in class action employment law and data breach actions.

24 8. Prior to starting my own firm, I was an Assistant District Attorney and Labor Liaison at
25 the San Francisco District Attorney’s Office (“SFDA”). At the SFDA, I managed the office’s first-ever
26 Worker Protection Unit, which focused on prosecution of cases like wage theft and labor trafficking. In
27 this role and on behalf of the People of the State of California, I litigated large-scale civil enforcement
28 actions under California’s Unfair Competition Law (Bus. & Prof. Code §§ 17200 *et seq.*). For instance, I

1 led the SFDA's litigation against Handy Technologies, Inc. for alleged misclassification of tens of
2 thousands of workers, which resulted in a \$6 Million Stipulated Judgment and Permanent Injunction (*State*
3 *of California v. Handy Technologies, Inc.*, CGC-21-590442 [San Francisco Cty. Super. Ct.]).

4 9. Before joining the SFDA, I was a partner at McGuinn, Hillsman & Palefsky ("MHP"), a
5 litigation firm in San Francisco with an extensive background and expertise in employment law, as well
6 as civil rights and maritime litigation. MHP was formed in 1968 and has been directly involved in many
7 leading and precedent setting employment cases. For instance, MHP participated in the landmark decision
8 of *Tameny v. Atlantic Richfield*, 27 Cal.3d 167 (1980), which was the first case in the country to recognize
9 the tort of wrongful termination. MHP also won one of the first judgments in the country applying the
10 covenant of good faith and fair dealing in the workplace in *Rulon-Miller v. IBM*, 162 Cal.App.3d 241
11 (1984). At MHP, I was appointed class counsel, along with other attorneys at the firm and co-counsel, in
12 *Williamson v. Microsemi Corp., et al.*, 14-cv-01827 (N.D. Cal.) (California and Massachusetts classes for
13 employees who were not paid their bonuses; the \$2,350,000 settlement approved in 2015 represented
14 approximately 113% of each employee's prorated target bonus).

15 10. Since 2017, I have served on the Executive Committee of the Labor and Employment Law
16 Section of the California Lawyers Association and was selected as Chair of the Section for 2022-2023. In
17 2025, I was chosen as a Board Member of the Marin Trial Lawyers Association. I also volunteer as a
18 member of the California Employment Lawyers Association's Diversity Committee. I frequently speak
19 on employment law topics, including being a repeat guest on KALW's "Your Legal Rights" radio show
20 and presenting to the California State Bar, the California Employment Lawyers Association, Legal Aid at
21 Work and the Bar Association of San Francisco. Additionally, I have published several articles, including
22 in Plaintiff Magazine, the California Labor and Employment Law Review, and the Continuing Education
23 of the Bar. Since returning to private practice, I have been recognized as a Northern California Super
24 Lawyer for the past two years, and as a "Rising Star" while working at MHP.

25 **FAIRNESS, ADEQUACY, AND REASONABLENESS OF SETTLEMENT**

26 11. Based on my experience with employment law cases and class actions and my
27 investigation, research, and knowledge of the specific facts and legal issues in this case, I believe that the
28 Settlement is fair, adequate, reasonable, and appropriate. As discussed in more detail in the accompanying

1 Declaration of William C. Jhaveri-Weeks, this conclusion is based on the strength and weaknesses of the
2 claims asserted by Plaintiff for the Class, Defendant's defenses, facts learned through the Parties'
3 exchange of discovery in aid of mediation as well as the facts learned during my firm's and my co-
4 counsel's research and investigation, and the typical risks associated with further litigation.

5 12. I am not aware of any other pending matter or action asserting claims that will be
6 extinguished or adversely affected by the Settlement.

7 13. My firm's costs to date are \$5,125. This includes a portion of Plaintiff's share of the
8 mediation fee (\$2,625) and a portion of the expert fees for analyzing Defendant's data (\$2,500).

9 **CY PRES BENEFICIARY**

10 14. My firm and I do not have any connection to or relationship with the proposed *cy pres*
11 beneficiary Bay Area Legal Aid.

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13 I declare under penalty of perjury under the laws of the United States and the State of California
14 that the foregoing is true and correct.

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16 Dated: June 4, 2025

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18 _____
19 Scott Stillman
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