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SUPERIOR COURT FOR 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 MONTOYA
FONTENOT 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, Montoya Fontenot, declare as follows:

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

4 2. I am the Named Plaintiff and Class Representative in the above-referenced action.
5 Around April 29, 2024, I first spoke with Scott Stillman of The Law Office of Scott Stillman about my
6 potential claims against LGI Realty—California, Inc. (“LGI”). During this call and during a follow-up
7 call on May 3, 2024, we discussed at length the details of my employment, including my work schedule,
8 my history of work at LGI, my compensation, and the expenses I incurred to perform work for LGI. I
9 also communicated with Mr. Stillman by email about the facts of the case, as part of which I gathered
10 and sent documents related to my employment at LGI. In late May 2024, I had a Zoom meeting with
11 Mr. Stillman, and attorney William Jhaveri-Weeks also participated in the meeting. We discussed the
12 same topics described above.

13 3. Through mid-June 2024, I continued to have communications with Mr. Stillman and Mr.
14 Jhaveri-Weeks about the facts of my employment and provided additional documentation in support of
15 my case.

16 4. On June 13, 2024, Mr. Stillman emailed me a lengthy representation agreement that
17 included a description of the obligations I would take on in representing the class (if we were able to
18 proceed as a class action), as well as a Co-Counsel Agreement between his firm and The Jhaveri-Weeks
19 Firm, P.C. I reviewed both agreements carefully, and on June 17, 2024, I had a follow-up Zoom
20 meeting with Mr. Stillman and Mr. Jhaveri-Weeks to discuss the agreements. After that meeting, I then
21 signed both agreements.

22 5. In June 2024, Mr. Jhaveri-Weeks sent me a draft of the Complaint, which I reviewed in
23 detail for factual accuracy. Mr. Jhaveri-Weeks also sent me a draft of a Private Attorney General Act
24 (“PAGA”) Notice, which I also reviewed for factual accuracy.

25 6. In July 2024, my counsel informed me that LGI proposed mediation of the case. We
26 communicated about mediation, potential mediators, and timing.

27 7. In August 2024, I emailed with Mr. Stillman and Mr. Jhaveri-Weeks about the scheduling
28 of the mediation and had a subsequent call with Mr. Jhaveri-Weeks about the further details and

1 logistics for the day of the mediation. In preparation for the mediation, I answered factual questions
2 from my attorneys regarding my employment at LGI.

3 8. In late August 2024, I had a lengthy discussion with Mr. Jhaveri-Weeks about the
4 addition of the PAGA claim to my case and also had additional communications with my counsel
5 regarding the filing of a First Amended Complaint.

6 9. In September 2024, my attorneys shared with me our mediation brief, which I reviewed
7 in detail. I also read declarations that my attorneys received from other class members to support our
8 mediation position. Additionally, I reviewed the confidentiality agreement required by the mediator,
9 and then signed the agreement.

10 10. On October 3, 2024, I had a phone call with Mr. Stillman and Mr. Jhaveri-Weeks about
11 the issues in the mediation, including the positions and arguments that the two sides were taking and
12 considerations for strategy and settlement.

13 11. On October 8, 2024, I participated in the full-day mediation by Zoom. By the end of the
14 day, the case had not settled, and the mediator made a mediator's proposal.

15 12. Over the next few months, my attorneys kept me updated while the mediator continued to
16 speak with the parties about a settlement and while my attorneys had their own discussions with LGI's
17 counsel regarding ancillary terms not spelled out in the mediator's proposal.

18 13. In February 2025, I was in communication with counsel as the parties negotiated the key
19 terms of the settlement. I reviewed the proposed terms and had discussions with my counsel about
20 them. On February 28, 2025, I signed a Memorandum of Understanding between the parties that set
21 forth the key terms of the settlement.

22 14. Over the next month and a half, my attorneys kept me updated as they drafted and
23 negotiated a long-form settlement agreement with LGI. In April 2025, I reviewed the formal agreement,
24 talked through its terms in detail with Mr. Jhaveri-Weeks on the phone, and signed the agreement.

25 15. After the Settlement was reached, I communicated with my attorneys about the
26 preparation of this preliminary approval motion.

27 16. Although it is hard to be precise, given that I began communicating with my attorneys
28 about this case in April 2024, I estimate that I have spent approximately 43 hours on this case. That is a

1 conservative estimate based only on the specific tasks that I recall performing, and likely underestimates
2 the total time I have spent on this case. It also does not include additional time I may spend on the case
3 depending on the Court's ruling on this Motion and any issues that require my involvement from here,
4 like preparation of the Motion for Final Approval.

5 17. Based on discussions with my attorneys, I believe that the Settlement reached in this case
6 is a fair and reasonable result for the Class and is in the best interest of the Class Members.

7 18. It was nerve-racking to initiate this case and put my name on a public lawsuit as a class
8 representative. I brought the case as a current employee, which made my workplace uncomfortable for
9 me. It became stressful for me to interact with my supervisors once they learned that I was bringing a
10 case against LGI, and I felt concerned that it would not be tenable to keep working for the LGI because
11 of the lawsuit. Coworkers frequently inquired about the case, creating a sense of scrutiny and isolation.
12 I felt as though my involvement placed a figurative "bullseye" on my back, making it difficult to
13 perform my duties without fear of retaliation or judgment. I recall a time when the Board of Directors,
14 along with the CEO, CFO and other corporate personnel, came to visit our LGI community at Cannery
15 Park, and I felt very uncomfortable knowing that my name was on a class action lawsuit against LGI.

16 19. I am also concerned that serving as the plaintiff in this case will cause future potential
17 employers to consider me a "troublemaker" and that other real estate companies will not hire me if they
18 Google my name and see that I brought a wage-and-hour class action against LGI. However, I was
19 willing to step forward to represent the Class because I believe that the law should be enforced, and
20 stepping forward with this case felt like the right thing to do.

21 I declare under penalty of perjury under the laws of the United States and the State of California
22 that the foregoing is true and correct. Executed on June 3, 2025 at Hesperia, California.

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25 Montoya Fontenot (Jun 3, 2025 19:56 PDT)

26 Montoya Fontenot
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