

1 ZELENSKI LAW, PC
Abigail A. Zelenski (SBN 228610)
abigail@zelenskilaw.com
2 David Zelenski (SBN 231768)
david@zelenskilaw.com
3 201 North Brand Boulevard, Suite 200
Glendale, California 91203
4 Telephone: (323) 426-9076

5 GREENSTONE LAW APC
Mark S. Greenstone (SBN 199606)
6 mgreenstone@greenstonelaw.com
1925 Century Park East, Suite 2100
7 Los Angeles, California 90067
8 Telephone: (310) 201-9156

9 *Attorneys for Plaintiff Danielle Howell*

10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF SONOMA**

14 DANIELLE HOWELL, individually and on
behalf of all others similarly situated,

15
16 Plaintiff,

17 v.

18 JONBEC CARE, INC., a California corporation;
and DOES 1–10, inclusive,

19 Defendants.

Case No. SCV-267909

**DECLARATION OF MARK GREENSTONE
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTIONS FOR FINAL
APPROVAL, FEES, COSTS, AND SERVICE
AWARD**

Assigned to the Hon. Patrick Broderick

Date: November 10, 2021

Time: 3:00 p.m.

Place: Sonoma County Superior Court, Hall of
Justice, Courtroom 16, 600 Administration
Drive, Santa Rosa, California 95403

1 I, **Mark S. Greenstone**, respectfully declare as follows:

2 1. I am the founding principal of Greenstone Law APC (“Greenstone”), and, along with co-
3 counsel Zelenski Law, PC, I am counsel of record for Plaintiff Danielle Howell and the proposed Class in
4 the above-captioned matter.¹ I am a member in good standing of the Bar of the State of California and
5 am admitted to practice in this Court. I make this Declaration in support of Plaintiff’s Unopposed Motions
6 for Final Approval, Fees, Costs, and Service Award. I have personal knowledge of the facts stated in this
7 Declaration and could testify competently to them if called upon to do so.

8 **BACKGROUND AND QUALIFICATIONS**

9 2. I have been a member of the State Bar of California since 1998 and am admitted to practice
10 in all California state and federal courts. I graduated Order of the Coif from the UCLA School of Law in
11 1998 and spent the first eight years of my career specializing in complex business litigation at a renowned
12 national defense firm, Sheppard Mullin Richter & Hampton LLP. I have focused exclusively on class-
13 action litigation since 2012 and am the current chair of the annual Cambridge Forum on Plaintiffs’ Class
14 Action Litigation.

15 3. Greenstone is a Los Angeles-based law firm founded by me in 2018. Prior to founding the
16 firm, I was a partner at Glancy Prongay & Murray LLP (GPM), a well-known national class-action firm.
17 Greenstone specializes in the prosecution of consumer and employment-related class actions. A true and
18 correct copy of Greenstone’s firm résumé is attached hereto as **Exhibit 1**.

19 4. I have been appointed class counsel in the following matters:

- 20 • *Deborah Hubbard v. L’Oreal USA, Inc.*, San Francisco County Superior Court No.
21 CGC-18-567952 (Fair Credit Reporting Act (“FCRA”) class-action settlement on
22 behalf of approximately 6,925-member class finally approved June 28, 2021);
- 23 • *Toni Torraca-Riano, et al. v. ATC Healthcare Services, Inc., et al.*, San Diego
24 County Superior Court No. 37-2018-00065377-CU-06-CTL (FCRA and wage-
25 and-hour class-action settlement on behalf of approximately 1,525-member class
26 finally approved April 16, 2021);
- 27 • *Michelle Bercut, et al. v. Michaels Stores, Inc.*, Sonoma County Superior Court No.

28

¹ Capitalized terms used herein have the meanings set forth in the Settlement Agreement.

1 SCV-257268 (FCRA class action based upon alleged failure to provide job
2 applicants with statutorily required standalone consumer-report disclosure, \$4
3 million settlement on behalf of approximately 120,000-member class finally
4 approved April 18, 2018);

- 5 • *Jacklyn Feist, et al. v. Petco Animal Supplies, Inc.*, No. 3:16-cv-01369 (S.D. Cal.)
6 (\$1.2 million dollar FCRA settlement on behalf of approximately 35,000-member
7 class finally approved November 16, 2018);
- 8 • *Fisher v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Orange County
9 Superior Court No. 17-00907805 (\$975,000 FCRA settlement on behalf of
10 approximately 8,500-member class finally approved on January 4, 2019);
- 11 • *Story v. Mammoth Mountain Ski Area, LLC*, No. 2:14-cv-02422 (E.D. Cal.) (\$3.75
12 million Telephone Consumer Protection Act class-action settlement on behalf of
13 approximately 37,000 class members, finally approved March 13, 2018);
- 14 • *Gann, et al. v. Nissan North America, Inc.*, No. 3:18-cv-00966 (automobile-defect
15 settlement on behalf of approximately 2.7 million owners and lessees of 2013–16
16 Nissan Altima vehicles finally approved May 10, 2020); and
- 17 • *Reniger, et al. v. Hyundai Motor America*, No. 4:14-cv-03612 (N.D. Cal.)
18 (automobile-defect class-action settlement on behalf of approximately 77,000 owners
19 and lessees of 2010–12 Hyundai Santa Fe vehicles, finally approved March 28, 2017).

20 5. I have extensive experience litigating class actions, other complex litigation, and
21 employment-related claims, such as those asserted in this action. My knowledge of the applicable laws is
22 evidenced by my representation of employees in disputes in state and federal courts in California.

23 6. Greenstone works solely on a contingent basis, bearing all costs of litigation without any
24 guarantee of payment. Greenstone has not let this deter it from investing the time and resources that are
25 necessary to prosecute complex matters. As discussed below, the instant matter is no exception.

26 7. After conducting a substantial review regarding class certification and the merits, and
27 discussing the defenses at length with Defendant’s Counsel, I am of the opinion that the Settlement is fair,
28 reasonable, and adequate, and serves the best interest of the Class, in light of all known facts and

1 circumstances, including the risk of significant delay, the defenses asserted by Defendant, the amount of
2 potential damages in this case, uncertainties regarding class certification, success on the merits at trial,
3 and potential appellate review.

4 8. I respectfully refer the Court to Plaintiff's Unopposed Motion for Final Approval of Class-
5 Action Settlement and for Conditional Class Certification (filed concurrently) for details regarding the
6 procedural history of the litigation. For the sake of brevity, the Court is respectfully referred to these
7 documents for a detailed description of, *inter alia*, the history of the action, the nature of the claims
8 asserted, the negotiations leading to the Settlement, the risks and uncertainties of continued litigation, and
9 a description of the services Class Counsel provided for the benefit of the Class.

10 **ATTORNEYS' FEES AND COSTS**

11 9. I believe that Class Counsel's efforts in this matter resulted in a non-reversionary common
12 fund of \$1.0 million for the benefit of the Class. The Settlement Agreement also provides for attorneys'
13 fees payable to Class Counsel in an amount of 33¹/₃% of the common fund (or \$333,333.33), plus
14 reasonable litigation costs.

15 10. The efforts of my office, along with those from my co-counsel, have resulted in significant
16 benefits to the Class in the form of a substantial Gross Settlement Amount established to compensate
17 Settlement Class Members for Defendant's illegal practices. My office, along with my co-counsel's work
18 on this matter, included, among other things:

- 19 a. conducting interviews with the named Plaintiff;
- 20 b. conducting an extensive investigation of the claims asserted;
- 21 c. researching and preparing a detailed class-action Complaint;
- 22 d. requesting and reviewing informal discovery produced by Defendant
23 leading up to mediation;
- 24 e. analyzing information and documents provided by Defendant;
- 25 f. researching the potential of certification of Plaintiff's claims and potential
26 defenses;
- 27 g. preparing a detailed and comprehensive mediation brief;
- 28 h. engaging in a mediation process overseen by a highly experienced third-

- 1 party mediator, Todd Smith, which involved written submissions
2 concerning liability and damages, and a full-day formal mediation session;
- 3 i. negotiating and drafting the Memorandum of Understanding, Settlement
4 Agreement, Notice, and related Settlement documents;
 - 5 j. drafting the preliminary-approval moving papers;
 - 6 k. overseeing implementation of the notice process; and
 - 7 l. drafting the final-approval moving papers and the Motion for Attorneys'
8 Fees, Costs, and Class Representative Service Award.

9 The above work was performed personally by me and one other attorney working for my firm—
10 Sharon Lin, who has over a decade of employment-law class-action experience—in conjunction with the
11 efforts of my co-counsel. I personally researched and assisted my co-counsel with the drafting of the
12 initial Complaint. I personally attended the mediation before Todd Smith, Esq. Prior to mediation, I
13 personally reviewed the documents and information provided by Defendant. Along with my co-counsel,
14 I personally participated in the drafting of the mediation brief, which laid the framework for Settlement.
15 Throughout this litigation I have also participated in drafting the briefing for Plaintiff's Motion for
16 Preliminary Approval; Plaintiff's instant Motion for Attorneys' Fees, Costs, and Class Representative
17 Service Award; and ancillary documents such as stipulations and the like. I also personally participated
18 in the drafting and review of the Settlement Agreement, the Notice, and all related documents. In
19 performing the above tasks, I have worked very closely with Ms. Lin, who provided substantial
20 contributions with brief writing, litigation management, oversight of the settlement process, and analysis
21 of Defendant's records.

22 11. Attached hereto as **Exhibit 2** are six tables that show the hours worked by my office and
23 the corresponding lodestar. These tables are based upon contemporaneous timekeeping records that are
24 available for *in-camera* review if the Court desires. Table 1 shows the total hours worked by each
25 timekeeper from Greenstone that worked on this case, their respective hourly rates, and lodestar. Tables
26 2 through 6 provide this information for each timekeeper broken down into the following five categories:

- 27 a. Category 1 – Preliminary Investigation;
- 28 b. Category 2 – Discovery;

- c. Category 3 – Mediation and Settlement;
- d. Category 4 – Law-and-Motion Matters; and
- e. Category 5 – Case Management.

12. The below table reflects all hours worked and the corresponding lodestar for Greenstone, derived from summing the time/lodestar totals contained in Exhibit 2. Using the lesser of the two Laffey Matrix locality-adjusted hourly rates—described in the concurrently filed Declaration of David Zelenski in Support of Plaintiff’s Unopposed Motions for Final Approval, Fees, Costs, and Service Award, a reasonable rate for an attorney with twelve years of experience, such as Ms. Lin, is \$775.46, and a reasonable rate for an attorney with over twenty years of experience, such as myself, is \$932.79. See Decl. of David Zelenski in support of Pl.’s Unopposed Mots. for Final Approval, Fees, Costs, and Service Award (“Zelenski Decl.”) ¶¶ 33–36. As the below table shows, Greenstone has worked a total of 195.8 hours with a corresponding total lodestar of \$171,076.53.

<i>Total Time and Lodestar by Category</i>		
<i>Category</i>	<i>Total Hours</i>	<i>Lodestar</i>
Preliminary Investigation	40.5	\$34,961.78
Discovery	17.4	\$16,230.55
Mediation and Settlement	63.1	\$56,137.24
Law-and-Motion Matters	53.6	\$43,971.81
Case Management	21.2	\$19,775.15
Total	195.8	\$171,076.53

13. The below table reflects all hours worked and corresponding lodestar for Greenstone by attorney. The time records reflect billing practices on a minimum of one tenth of the hour. This time is summarized as follows:

/////

<i>Total Time and Lodestar by Attorney</i>				
<i>Attorney</i>	<i>Law-School Graduation</i>	<i>Rate</i>	<i>Hours</i>	<i>Lodestar</i>
Mark Greenstone (Partner)	1998	\$932.79	122.3	\$114,080.22
Sharon Lin (Of Counsel)	2008	\$775.46	73.5	\$56,996.31
Total				\$171,076.53

14. Greenstone also anticipates contributing additional time and effort to this case relating to final settlement approval. Additional tasks Greenstone expects to perform include continuing to oversee the administration of the Settlement, briefing and filing the final-approval papers, preparing for the final fairness hearing, attending and arguing at the final fairness hearing, and continuing to respond to questions from Class Members.

15. Class Counsel took this case on a contingency-fee basis, and invested time and resources in this matter without any compensation to date. At the time that my co-counsel and Greenstone began work on this case—back in 2019—there was no obvious indications that a settlement would be reached or that the litigation would be successful. As described above in the concurrently filed Declaration of David Zelenski, this case had a very real possibility of an unsuccessful outcome. *See Zelenski Decl.* ¶¶ 24–25. Further continued litigation also carries a number of very specific risks that could result in no recovery for the Class and no compensation for Class Counsel.

16. I believe the requested attorneys’ fees fairly and reasonably compensates Class Counsel, fall well within the range of reasonableness, and are in line with the common practice in this type of case. Without the efforts of Class Counsel, the claims as alleged in the Complaint would almost certainly have gone completely unremedied.

17. Class Counsel also seek reimbursement from the Common Fund for actual costs. Attached hereto as **Exhibit 3** is a detail of each and every cost incurred by Greenstone. Categories of Greenstone’s costs are set forth in the below chart:

/////

<i>Expenses</i>	
<i>Category</i>	<i>Costs Incurred</i>
Filing Fees	\$1,660.61
Mediation	\$5,000.00
Postage	\$44.55
Copying	\$4.90
Total	\$6,710.06

18. The expenses incurred by Class Counsel were reasonable and necessary to represent the Class and achieve the Settlement. Moreover, the Notice informed the Class that Class Counsel would be seeking reimbursement of costs, and no Class Members have objected. The Notice likewise informed the Class that Class Counsel would be seeking reimbursement of attorney’s fees up to 33¹/₃% of the common fund, and no Class Members have objected to that, either. Accordingly, Class Counsel respectfully submits that their requested fees and costs are fair and reasonable, and should be reimbursed from the common fund.

CLASS REPRESENTATIVE SERVICE AWARD

19. The Settlement Agreement provides that Plaintiff may apply for a Class Representative Service Award in the amount of \$10,000.00.

20. The requested Service Award is fair and reasonable in light of Plaintiff’s work as the Class Representative. Throughout this litigation, Plaintiff has cooperated immensely with Class Counsel and took many actions to protect the interests of the class. She provided valuable information regarding the alleged wage-and-hour violations, kept herself informed of the developments in this action, participated in decisions concerning this action, provided input for the mediation, and has continued to communicate with Class Counsel throughout the settlement process. The information and documentation provided by the Plaintiff were instrumental in substantiating the violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without her participation.

21. At the same time, Plaintiff faced many risks in adding herself as Class Representative in

1 this matter. She assumed the risk, for example, that she might be held liable for costs incurred in
2 connection with this case if she lost. She also subjected herself to the very real possibility of an adverse
3 judgment and a corresponding payment of costs to Defendant. She also faces actual risks with her future
4 employment, as putting herself on public record in an employment lawsuit could also very well affect her
5 likelihood for future employment.

6 22. Because of Plaintiff's willingness to step forward, approximately 720 Class Members have
7 had the opportunity to participate in the Settlement, reimbursing them for alleged Labor Code violations
8 they may have never known about, on been willing to pursue, on their own. If these Class Members would
9 have each tried to pursue their legal remedies on their own, that would have resulted in each having to
10 expend a significant amount of their own monetary resources and time—all of which was obviated by
11 Plaintiff's putting herself on the line on behalf of these absent Class Members.

12 23. In sum, this action would not have been possible without the aid of Plaintiff, who put her
13 own time and effort into this litigation, sacrificed the value of her own individual claims, and placed
14 herself at risk for the sake of the Class. A Service Award of \$10,000.00 to Ms. Howell is a relatively
15 small amount of money when her time and effort put into the litigation are considered, and is fair and
16 reasonable to compensate her for her active participation in this lawsuit.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct to the best of my knowledge. Executed on October 1, 2021 at Los Angeles, California.

19 
20 Mark S. Greenstone

EXHIBIT 1

GREENSTONE LAW APC FIRM RESUME

1925 Century Park East, Suite 2100

Century City, CA 90067

Greenstone Law APC specializes in the prosecution of consumer and employment-related class actions. The firm is headquartered in Century City California and is counsel in class action litigation pending across the country.

Attorneys

Mark S. Greenstone

The firm's founder, Mark S. Greenstone, graduated Order of the Coif from the UCLA School of Law in 1998. He also received his undergraduate degree in Political Science from UCLA, where he graduated Magna Cum Laude and was inducted into the Phi Beta Kappa honor society. Mr. Greenstone received his training as an associate at Sheppard, Mullin, Richter & Hampton LLP where he specialized in complex business litigation relating to investment management, government contracts and real estate. Since 2012, Mr. Greenstone has focused on class action litigation and is the current chair of the Cambridge Forum on Plaintiffs' Class Action Litigation. Mr. Greenstone has been designated as class counsel in the following matters:

- *Bercut v. Michaels Stores, Inc.*, No. SVC-257268 (Sonoma Cty. Super. Ct.) (\$4 million FCRA class action settlement on behalf of approximately 120,000 class members, finally approved October 10, 2018)
- *Feist v. Petco Animal Supplies, Inc.*, No. 3:16-cv-01369 (S.D. Cal.) (\$1.2 million FCRA class action settlement on behalf of approximately 35,000 class members, finally approved November 16, 2018)
- *Fisher v. Enterprise Rent-A-Car Co. of Los Angeles, LLC*, No. 30-2017-00907805 (Orange Cty. Super. Ct.) (FCRA class action settlement on behalf of approximately 8,500 class members, finally approved January 28, 2019)
- *Gann v. Nissan No. Am., Inc.*, No. 3:18-cv-00966 (M.D. Tenn.) (settlement valued at \$444 million on behalf of 2.7 million Nissan Altima owners in which Mr. Greenstone was designated as one of four Co-Lead Class Counsel, finally approved March 10, 2020)
- *Reniger v. Hyundai Motor Am.*, No. 4:14-cv-03612 (N.D. Cal.) (automobile defect class action settlement on behalf of approximately 77,000 owners and lessees of 2010-2012 Hyundai Santa Fe vehicles, finally approved March 28, 2017)
- *Khona v. Subaru of Am., Inc.*, No. 1:19-cv-09323 (D. N.J.) (settlement on behalf of over 200,000 2015-2016 Subaru Outback and Legacy owners concerning a windshield defect, preliminarily approved October 14, 2020)

- *Toni Torracca-Riano v. ATC Healthcare Services, Inc., et al.*, No. 3:19-cv-00295 (San Diego Cty. Super Ct.) (\$2.75 million settlement on behalf of California wage and hour class, and national class for claims arising under Fair Credit Reporting Act (“FCRA”), preliminarily approved October 8, 2020)
- *Story v. Mammoth Mountain Ski Area, LLC*, No. 2:14-cv-02422 (E.D. Cal.) (\$3.75 million Telephone Consumer Protection Act class action settlement on behalf of approximately 37,000 class members, finally approved March 13, 2018)

Sharon Lin

Sharon Lin is an Of Counsel attorney with Greenstone Law. Ms. Lin received a B.A. in Psychology from Amherst College in 2005 and a J.D. from the UCLA School of Law in 2008. Ms. Lin has also spent over a decade litigating class actions and has handled every phase of class litigation. Representative cases Ms. Lin performed substantial work on include: *Behaein v. Pizza Hut, Inc.* (Los Angeles Superior Court Case No. BC384563), a \$6 million settlement of certified expense reimbursement and meal and rest break class action and *Rodriguez v. EME, Inc.* (2016) 246 Cal.App.4th 1027, defining the permissibility of combining rest periods, procuring class certification. Ms. Lin has served as lead or co-lead in negotiating class action settlements worth over \$13 million in gross recovery to class members from 2016 through 2019.

Representative Cases

Greenstone Law APC is currently counsel of record in numerous pending class actions, including the following:

- *Loo v. Toyota Motor Sales, U.S.A., Inc.*, No. 8:19-cv-00750 (C.D. Cal.)
- *Murphy v. Toyota Motor Sales, U.S.A., Inc.*, No: 2:20-cv-05892 (C.D. Cal.)
- *Quinones v. Toyota Motors Ales, U.S.A., Inc.*, No: 5:19-cv-01611 (C.D. Cal.)
- *Peguero, et. al. v. Toyota Motor Sales U.S.A., Inc.*, No. 2:20-cv-05889 (C.D. Cal.)
- *Cadena, v. American Honda Motor Co., Inc.*, No. 2:18-cv-04007 (C.D. Cal.)
- *Damico, et al. v. Hyundai Motor Am.*, No. 8:18-cv-01276 (Orange Cty. Super. Ct.)
- *Shaaya, et al. v. Jaguar Land Rover No. Am. LLC*, No. 2:20-cv-05679 (D.N.J.)
- *Hammerschmidt v. General Motors, LLC*, Case No. 0:20-cv-01773 (D. Minn.)
- *Jackson v. General Motors, LLC*, Case No. 1:21-cv-00053 (E.D. Va.)
- *Quackenbush v. American Honda Motor Co., Inc.*, No. 3:20-cv-05599 (N.D. Cal.)

- *Howell v. JonBec Care, Inc.*, No. SCV-267090 (Sonoma County Super. Ct.)
- *Conroy v. Halperns' Yes & Productions, Inc.*, No. Civ-1802581 (Marin Cty. Super. Ct.)
- *Daniel v. Lennar Corp.*, No. 8:19-cv-00452 (C.D. Cal.)
- *Mina v. Red Robin International, Inc., et al.*, No. 2:18-cv-09472 (D. Colo.)
- *DeMesa v. Treasure Island, LLC*, No. 3:18-cv-05177 (D. Nev.)

EXHIBIT 2

Summary of Total Lodestar

Name	Position	Year of Law School Graduation	Hourly Rate	Total Hours	Total Fees
Mark Greenstone	Partner	1998	\$932.79	122.3	\$114,080.22
Sharon Lin	Of Counsel	2008	\$775.46	73.5	\$56,996.31
Total				195.8	\$171,076.53

Category 1 – Preliminary Investigation

Name	Position	Year of Law School Graduation	Hourly Rate	Total Hours	Total Fees
Mark Greenstone	Partner	1998	\$932.79	22.6	\$21,081.05
Sharon Lin	Of Counsel	2008	\$775.46	17.9	\$13,880.73
Total				40.5	\$34,961.78

Category 2 – Discovery

Name	Position	Year of Law School Graduation	Hourly Rate	Total Hours	Total Fees
Mark Greenstone	Partner	1998	\$932.79	17.4	\$16,230.55
Total				17.4	\$16,230.55

Category 3 – Mediation & Settlement

Name	Position	Year of Law School Graduation	Hourly Rate	Total Hours	Total Fees
Mark Greenstone	Partner	1998	\$932.79	45.8	\$42,721.78
Sharon Lin	Of Counsel	2008	\$775.46	17.3	\$13,415.46
Total				63.1	\$56,137.24

Category 4 – Law-and-Motion Matters

Name	Position	Year of Law School Graduation	Hourly Rate	Total Hours	Total Fees
Mark Greenstone	Partner	1998	\$932.79	15.3	\$14,271.69
Sharon Lin	Of Counsel	2008	\$775.46	38.3	\$29,700.12
Total				53.6	\$43,971.81

Category 5 – Case Management

Name	Position	Year of Law School Graduation	Hourly Rate	Total Hours	Total Fees
Mark Greenstone	Partner	1998	\$932.79	21.2	\$19,775.15
Total				21.2	\$19,775.15

EXHIBIT 3

DATE	COPIES	FILING	COURIER	PHONE	FAX	POST	UPSFEDX	RESEARCH	MEDIATION	TOTAL
8/29/2019						\$ 19.65				\$ 19.65
11/27/2019						\$ 11.80				\$ 11.80
1/3/2020						\$ 6.55				\$ 6.55
1/16/2020						\$ 6.55				\$ 6.55
3/2/2020		\$1,509.76								\$ 1,509.76
6/10/2020									\$ 5,000.00	\$ 5,000.00
10/30/2020	\$ 1.40									\$ 1.40
3/26/2021	\$ 3.50									\$ 3.50
5/13/2021		\$ 75.75								\$ 75.75
5/18/2021		\$ 59.50								\$ 59.50
7/29/2021		\$ 15.60								\$ 15.60
TOTALS	\$ 4.90	\$1,660.61	\$ -	\$ -	\$ -	\$ 44.55	\$ -	\$ -	\$ 5,000.00	\$ 6,710.06

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to
3 the within action; and my business address is 201 North Brand Boulevard, Suite 200, Glendale, California
4 91203.

5 On **October 1, 2021**, I served the document(s) described as **DECLARATION OF MARK
6 GREENSTONE IN SUPPORT OF PLAINTIFF’S UNOPPOSED MOTIONS FOR FINAL
7 APPROVAL, FEES, COSTS, AND SERVICE AWARD** on the party(ies) in this action by delivering
8 a true copy(ies) addressed as follows:

9 Colin P. Calvert
10 ccalvert@fisherphillips.com
11 Sarah G. Bennett
12 sbennett@fisherphillips.com
13 FISHER & PHILLIPS LLP
14 2050 Main Street, Suite 1000
15 Irvine, California 92614

16 **BY U.S. MAIL:** I am readily familiar with the firm’s practice of collection and processing
17 correspondence for mailing. Under that practice, an envelope(s) containing the document(s) would
18 be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at
19 Los Angeles, California in the ordinary course of business. I am aware that, on motion of the party
20 served, service is presumed invalid if the postal-cancellation date or postage-meter date is more
21 than one day after the date of deposit for mailing.

22 **BY OVERNIGHT DELIVERY OR EXPRESS MAIL:** I enclosed the document(s) in an
23 envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S. Post Office
24 for express mail, and addressed to the person(s) at the address(es) above. I placed the envelope(s)
25 or package(s) for collection and overnight delivery or express mail at an office or a regularly
26 utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post Office.

27 **BY HAND DELIVERY:** I caused the document(s) to be delivered by hand to at least one of the
28 individuals listed above.

XXX **BY ELECTRONIC SERVICE:** I caused the document(s) to be delivered by e-mail to the
individuals listed above, and, to my knowledge, the transmission was reported as complete and
without error.

I declare under penalty of perjury under the laws of the State of California and the United States that the
foregoing is true and correct. Executed on **October 1, 2021**, at Los Angeles, California.

22 *David Zelenski*
23 _____
24 David Zelenski