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11 *Attorneys for Plaintiff Danielle Howell*

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
5/13/2021 10:03 AM
Arlene D. Junior, Clerk of the Court
By: Jennifer Ellis, Deputy Clerk

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

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

16 Plaintiff,

17 v.

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

20 Defendants.

Case No. SCV-267909

**DECLARATION OF MARK S.
GREENSTONE IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS-
ACTION SETTLEMENT AND FOR
CONDITIONAL CLASS CERTIFICATION**

Assigned to the Hon. Patrick Broderick

Date: 8 - 18 - 21, 2021

Time: 3:00pm.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 (“Plaintiff”) and the
4 proposed Class in the above-captioned matter. I am a member in good standing of the Bar of the State
5 of California and am admitted to practice in this Court. I make this Declaration in support of Plaintiff’s
6 Unopposed Motion for Preliminary Approval of Class-Action Settlement and for Conditional Class
7 Certification. I have personal knowledge of the facts stated in this Declaration and could testify
8 competently to them if called upon to do so.

9 **BACKGROUND AND QUALIFICATIONS**

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

16 3. Greenstone is a Los Angeles-based law firm founded by me in 2018. Prior to founding
17 the firm, I was a partner at Glancy Prongay & Murray LLP (GPM), a well-known national class-action
18 firm. Greenstone specializes in the prosecution of consumer and employment-related class actions.

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

- 20 • *Toni Torraca-Riano, et al. v. ATC Healthcare Services, Inc., et al.*, San Diego
21 County Superior Court No. 37-2018-00065377-CU-06-CTL (Fair Credit Reporting
22 Act (“FCRA”) and wage-and-hour class-action settlement on behalf of
23 approximately 1,525-member class finally approved April 16, 2021);
- 24 • *Michelle Bercut, et al. v. Michaels Stores, Inc.*, Sonoma County Superior Court No.
25 SCV-257268 (FCRA class action based upon alleged failure to provide job
26 applicants with statutorily required standalone consumer-report disclosure, \$4
27 million settlement on behalf of approximately 120,000-member class finally
28 approved April 18, 2018);

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

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

19 **THE SETTLEMENT IS REASONABLE**

20 6. The Settlement was reached only after extensive, arm’s length, non-collusive bargaining
21 and negotiating at all times. In short, this matter was hotly contested, and settlement negotiations were
22 at all times arm’s length and adversarial. Plaintiff was willing and prepared to vigorously litigate this
23 dispute, including through trial if the Parties had been unable to reach a favorable resolution.

24 7. After conducting a substantial review regarding class certification and the merits, and after
25 discussing the defenses at length with counsel for Defendant, I am of the opinion that the Settlement is
26 fair, reasonable, and adequate, and that it serves the best interest of the Class, in light of all known facts
27 and circumstances, including the risk of significant delay, the defenses asserted by Defendant, the amount
28 of potential damages in this case, the uncertainties regarding class certification, success on the merits at

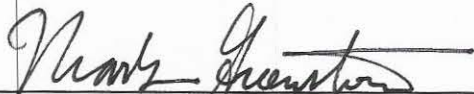
1 trial, and potential appellate review.

2 8. Therefore, I believe the non-reversionary \$1,000,000.00 Gross Settlement Amount is an
3 excellent result. This provides a fair recovery to the Class, the amount of which easily falls within the
4 range of reasonableness.

5 9. I, along with my co-counsel, respectfully request that the Court grant Plaintiff's Motion
6 for Preliminary Approval of Class-Action Settlement and for Conditional Class Certification.

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

9 Executed on May 12, 2021 at Los Angeles, California.

10 
11 _____
12 Mark S. Greenstone

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 595 Lincoln Avenue, Suite 200, Pasadena, California
4 91103.

5 On **May 12, 2021**, I served the document(s) described as **DECLARATION OF MARK S.
6 GREENSTONE IN SUPPORT OF PLAINTIFF’S UNOPPOSED MOTION FOR
7 PRELIMINARY APPROVAL OF CLASS-ACTION SETTLEMENT AND FOR CONDITIONAL
8 CLASS CERTIFICATION** on the party(ies) in this action by delivering a true copy(ies) addressed as
9 follows:

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

- 14 **BY U.S. MAIL:** I am readily familiar with the firm’s practice of collection and processing
15 correspondence for mailing. Under that practice, an envelope(s) containing the document(s)
16 would be deposited with the U.S. Postal Service on that same day, with postage thereon fully
17 prepaid, at Los Angeles, California in the ordinary course of business. I am aware that, on
18 motion of the party served, service is presumed invalid if the postal-cancellation date or postage-
19 meter date is more than one day after the date of deposit for mailing.
- 20 **BY OVERNIGHT DELIVERY OR EXPRESS MAIL:** I enclosed the document(s) in an
21 envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S. Post
22 Office for express mail, and addressed to the person(s) at the address(es) above. I placed the
23 envelope(s) or package(s) for collection and overnight delivery or express mail at an office or a
24 regularly utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post
25 Office.
- 26 **BY HAND DELIVERY:** I caused the document(s) to be delivered by hand to at least one of the
27 individuals listed above.
- 28 **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 **May 12, 2021**, at Los Angeles, California.

23 *David Zelenski*
24 _____
25 David Zelenski