

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SOMOMA

HOWELL v. JONBEC CARE, INC. – CASE NO. SCV-267909

A court authorized this Notice. This is not a solicitation from a lawyer.

**IF YOU WERE EMPLOYED BY JONBEC CARE, INC. IN CALIFORNIA AS A
NON-EXEMPT EMPLOYEE AT ANY TIME FROM JANUARY 23, 2016,
THROUGH SEPTEMBER 16, 2020, YOU COULD RECEIVE A PAYMENT
FROM A PROPOSED CLASS-ACTION SETTLEMENT.**

- A proposed class-action settlement (“Settlement”) has been reached between Plaintiff Danielle Howell (“Plaintiff”) and Defendant JonBec Care, Inc. (“Defendant”). The Settlement seeks to resolve a class-action lawsuit claiming that Defendant violated various California wage-and-hour laws, including:
 - *the alleged failure to provide proper meal and rest periods,*
 - *the alleged failure to provide proper itemized pay stubs, and*
 - *the alleged failure to timely pay all earned wages to terminated employees.*
- Defendant denies that it has done anything wrong and contends that it has complied with all of its legal obligations. The Court has not yet determined whether Plaintiff’s claims have merit. Defendant has entered into this Settlement solely to avoid the expense, disruption, and risk of further litigation.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT	
PARTICIPATE	<p style="text-align: center;">To receive a cash payment from the Settlement, you do not need to do anything.</p> <p>A check will be sent to you if the Court approves the Settlement. By participating in the Settlement, you will give up your rights to make the claims above (as set forth in more detail below) against Defendant.</p>
EXCLUDE YOURSELF	<p style="text-align: center;">Receive no payment from the Settlement but keep all your rights against Defendant.</p> <p>The only way for you to retain your rights to bring your own legal action against Defendant involving the claims above (as set forth in more detail below) is to submit a valid request for exclusion to the Settlement Administrator, postmarked no later than October 15, 2021.</p>
OBJECT	<p style="text-align: center;">Tell the Court why you don’t approve of this Settlement.</p> <p>If you wish to object to the Settlement, you must not exclude yourself from the Settlement, and you should submit to the Settlement Administrator your written objection and supporting papers postmarked no later than October 15, 2021.</p>

- **Your rights and options are explained in more detail below. The Court handling this case still has to decide whether to approve the Settlement. Payments will only be issued if the Court grants final approval to the Settlement.**

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this Notice. The full terms of the Settlement, including the Released Claims, as well as the relevant documents in this lawsuit, can be found online at the following address: <http://www.phoenixclassaction.com/howell-v-jonbec/>

FREQUENTLY ASKED QUESTIONS

Background of the Lawsuit

1. Why did I get this Notice?

Defendant's records show that you are, or were, employed by Defendant as a non-exempt employee in California during all or part of the period from January 23, 2016, through September 16, 2020. The lawsuit in the Superior Court of California, County of Sonoma, is known as *Howell v. JonBec Care, Inc.*, Case Number SCV-267909. Danielle Howell is called the "Plaintiff," and the company she sued, JonBec Care, Inc., is called the "Defendant." Plaintiff and Defendant together are referred to as the "Parties." The Judge assigned to oversee this class action is the Honorable Patrick Broderick.

2. What is the lawsuit about?

The claims in this lawsuit allege that Defendant:

- failed to provide proper meal and rest periods to its employees,
- failed to provide proper itemized pay stubs to its employees, and
- failed to pay all earned wages to terminated employees at the end of their employment.

Defendant denies that it has done anything wrong and asserts that it has fully complied with all of its legal obligations. The Court has not determined whether Plaintiff's claims have merit. Defendant is entering into the Settlement solely to avoid the expense, disruption, and risk of further litigation.

3. Why is this lawsuit a class action?

In a class action, one person (or more), called a class representative (in this case, Plaintiff Danielle Howell), sues on behalf of people who allegedly have similar claims. All of these people are a "class" or "class members," and one case resolves the issues for all class members except for those who exclude themselves. On July 9, 2021, the Court issued an order conditionally certifying the Class defined in response to Question 4 below for purposes of settlement only.

4. Who is in the Class?

The Class is defined as follows: All individuals who were employed by Defendant in California as non-exempt employees at any time during the period from January 23, 2016, through September 16, 2020 ("Settlement Period").

5. Why is there a settlement?

After the Parties exchanged extensive documents and information about this lawsuit, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of the legal claims in the case. The Class Representative and her lawyers think the Settlement is in the best interests of all Class Members.

The Settlement's Benefits—What You Get

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a total Gross Settlement Amount of \$1,000,000.00. Deducted from the Gross Settlement Amount will be amounts approved by the Court for Class Counsel's attorneys' fees (not to exceed \$333,333.33, *i.e.*, one-third of the Gross Settlement Amount); Class Counsel's incurred costs (estimated not to exceed \$15,000.00); a Service Award to Plaintiff for her service as the Class Representative (not to exceed \$10,000.00); a \$22,500.00 payment to the California Labor and Workforce Development Agency for civil penalties under the California Private Attorneys General Act; and the fees and expenses of the Settlement Administrator (estimated not to exceed \$12,000.00). The total Court-awarded deductions from the Gross Settlement Amount will result in a Net Settlement Amount of approximately \$607,166.67, which will be used for payments to those employees who do not exclude themselves from the Settlement. No portion of the Gross Settlement Amount will be returned to Defendant under any circumstances, and all applicable employer-side payroll taxes and withholdings will be paid separately by Defendant, in addition to the Gross Settlement Amount.

7. How much will I get if I participate in the Settlement?

If you do not exclude yourself from the Settlement, you are estimated to receive a gross payment of approximately \$_____ ("Individual Settlement Share"), less required employee-side tax withholdings. This estimate has been computed based on (i) the number of Workweeks that you worked for Defendant as a non-exempt employee during the Settlement Period (see further details below), as compared to the total number of all such Workweeks that all Class Members worked for Defendant during the Settlement Period, and (ii) whether you are a current or former employee of Defendant. More specifically, your Individual Settlement Share will be calculated by determining the total number of days that you were employed by Defendant during the period from January 23, 2016, through September 16, 2020, plus an additional fourteen days if you are a former employee, and then dividing that total by seven to compute your total number of Workweeks, and then multiplying that percentage by the Net Settlement Amount.

This Individual Settlement Share set forth above is an estimate. Your actual Individual Settlement Share may end up being different than the estimate above depending on various factors, including the number of Class Members who ultimately exclude themselves, and the fees and expenses approved by the Court. Although employer-side payroll taxes and withholdings will not be deducted from your Individual Settlement Share, a portion of your Individual Settlement Share will be subject to withholding for applicable employee-side taxes.

The estimated Individual Settlement Share above is based on Defendant's records showing that you worked _____ Workweeks during the Settlement Period. [In addition, Defendant's payroll records indicate that you are a former employee of Defendant, which, under the Settlement, entitles you to credit for an additional two Workweeks.] If you disagree with the total number of Workweeks stated above, you may dispute this number by submitting a written dispute to the Settlement Administrator showing that you worked a different number of weeks during the Class Period. Your dispute must be sent to the Settlement Administrator by mail, e-mail, or facsimile, postmarked or time-stamped on or before **October 15, 2021** to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

This documentation must include the case name and number; your name, current address, current telephone number, and the last four digits of your Social Security number; a clear statement explaining that you wish to dispute your Workweeks; the number of Workweeks that you contend is correct; documentation or other evidence to support your contention that you were not credited with the correct number of Workweeks; and your signature. Disputes that do not include all required information, or that are not submitted on a timely basis, will preliminarily be deemed invalid and ineffective; however, the Parties agree to meet and confer on late or ambiguous disputes, and may mutually agree to accept them for good cause shown. Defendant agrees to provide the Settlement Administrator with additional documents necessary to assess the dispute, if such documents exist. All disputes shall be resolved either by agreement of Class Counsel and Defendant's Counsel, or by decision of the Settlement Administrator.

8. What am I giving up in exchange for the Individual Settlement Share?

In exchange for the Individual Settlement Share, Plaintiff and each Class Member who does not submit a request for exclusion (discussed in more detail in response to Question 11 below) will release and discharge Defendant for any and all claims that were pled in Plaintiff's Complaint, including, but not limited to:

- any such claims for wage-statement violations;
- any such claims for meal-period violations, rest-period violations; and associated premium pay; and
- any such claims for Defendant's alleged failure to pay all earned wages to terminated employees at the end of their employment.

By participating in this lawsuit and accepting the Individual Settlement Share, you will not be able to make a claim or file a lawsuit against Defendant for any of the claims above.

A copy of the full release language that you are agreeing to by not excluding yourself from the Settlement Class can be found in section 45 of the Settlement Agreement, which can be found online at the following address:

<http://www.phoenixclassaction.com/howell-v-jonbec/>.

You can talk for free to one of the lawyers listed below in Question 14, or you can hire and talk to your own lawyer if you have questions about the release of claims and what it means.

How to Get a Payment

9. How do I get a payment?

To receive a payment, you do not need to do anything. The Court will hold a fairness hearing on November 10, 2021, at 3:00 p.m., and, if the Settlement is approved by the Court, then your Individual Settlement Share will be sent to the address where you received this Notice. If you would like to change the address where your Individual Settlement Share will be mailed, please contact the Settlement Administrator at:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

10. When will I get my check?

Checks will be mailed to Settlement Class Members after the Court grants "final approval" of the Settlement. If the Court approves the settlement after a hearing on November 10, 2021, there may be appeals. If there are any appeals, resolving them could take some time. Also, Defendant is funding the Gross Settlement Amount of a six-month period, so, please be patient. Provided that the Court grants final approval of the Settlement and there are no unanticipated delays or appeals, checks should be sent out in approximately May 2022. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator.

Excluding Yourself from the Settlement (“Opting Out”)

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you can choose to exclude yourself (*i.e.*, you can “opt out”). In order to opt out, you must submit a written request to be excluded from the Settlement to the Settlement Administrator. Any such request for exclusion must be mailed, e-mailed, or faxed to the Settlement Administrator, postmarked or time-stamped on or before **October 15, 2021**, to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

A request for exclusion must include the case name and number; your name, current address, current telephone number, and last four digits of your Social Security number; a clear statement that you wish to opt out of the Settlement; and your signature. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will preliminarily be deemed invalid and ineffective; however, the Parties agree to meet and confer on late or ambiguous requests for exclusion, and may mutually agree to accept them for good cause shown. If you opt out of the Settlement, you will not release the claims set forth under Question 8. Any Class Member who does not successfully opt out shall be bound by all terms of the Settlement and any judgment entered in the lawsuit if the Settlement receives final approval from the Court.

12. If I exclude myself, can I get anything from the Settlement?

No. By electing to be excluded from the Settlement Class, (1) you will not receive the check generated by the Settlement (if the Settlement is approved) even if you would otherwise be entitled to it; (2) you will not be bound by any further order or judgments entered for or against the Settlement Class; (3) you will have no right to object to the Settlement or be heard at any hearing scheduled for the Court’s consideration of the Settlement; and (4) you may bring a separate legal action against Defendant for claims that were asserted by Plaintiff in this case.

13. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for any of the claims described in response to Question 8 above. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

14. Do I have a lawyer in this case?

Yes. The following lawyers have been appointed to represent the Class:

<i>Class Counsel</i>	
Mark S. Greenstone GREENSTONE LAW APC 1925 Century Park East, Suite 2100 Los Angeles, California 90067 Telephone: (310) 201-9156	Abigail A. Zelenski David Zelenski ZELENSKI LAW, PC 201 North Brand Boulevard, Suite 200 Glendale, California 91203 Telephone: (323) 426-9076

In addition, here is the address for the Court:

<i>Court</i>
3035 Cleveland Avenue, Suite 200, Santa Rosa CA 95403

15. Who are the lawyers representing Defendant?

The following lawyers have been retained to represent Defendant in this case:

<i>Defendant's Counsel</i>
Colin P. Calvert Sarah G. Bennett FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614

Objecting to the Settlement

16. How do I object to the Settlement?

Any Member of the Class who does not exclude himself or herself from the Settlement may object to the proposed Settlement, or any portion of it, by submitting a written objection to the Settlement Administrator. Written objections to the Settlement must be mailed, e-mailed, or faxed to the Settlement Administrator, postmarked or time-stamped on or before **October 15, 2021**, to:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

Objections must state your name, current address, current telephone number, and last four digits of your Social Security number; the case name and number; why you object to the Settlement; and your signature. Deficient or untimely objections to the Settlement shall not be considered, unless otherwise ruled by the Court. Any Settlement Class Member who submits an objection remains eligible to receive his or her Individual Settlement Share.

17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. You will receive no money under the Settlement if you exclude yourself. If you exclude yourself, you cannot object because the Settlement will no longer affect you. Accordingly, if you submit both an objection and a request for exclusion, you will be deemed to have submitted an objection only, and your request for exclusion will be deemed invalid.

The Court's Fairness Hearing

The Court will hold a hearing to decide whether to approve the Settlement. If you have not opted out, you may attend and may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a final approval hearing on November 10, 2021, at 3:00 p.m., in Department 16 at the Superior Court of California, County of Sonoma, located at 3035 Cleveland Avenue, Suite 200, Santa Rosa CA 95403. The hearing may be moved to a different date or time without additional notice. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel for attorneys' fees and costs, and how much of a Service Award (if any) to pay the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the Fairness Hearing?

No. Class Counsel and Defendant's lawyers will answer any questions the Judge may have. But, you are welcome to come at your own expense. If you sent an objection to the Settlement Administrator, you don't have to come to Court to talk about it. You may also pay another lawyer at your own expense to attend the hearing and enter an appearance on your behalf, but it is not required.

If You Do Nothing

20. What happens if I do nothing at all?

If you do nothing and the Settlement is approved, you will receive your Individual Settlement Share, currently estimated as set forth in response to Question 7, and you will never be able to make a claim, start a lawsuit, or continue a lawsuit against Defendant about the claims described in response to Question 8.

Getting More Information

21. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You may contact Class Counsel or the Settlement Administrator for more information. Additionally, copies of the Settlement Agreement and other important filings in the case can be found online at the following address: <http://www.phoenixclassaction.com/howell-v-jonbec/>

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S LAWYERS WITH INQUIRIES.**