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

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

*Attorneys for Plaintiff Danielle Howell*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SONOMA**

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

Plaintiff,

v.

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

Defendants.

Case No. SCV-267909

**DECLARATION OF DANIELLE HOWELL  
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, Danielle Howell** declare, under penalty of perjury of the laws of the United States and the  
2 State of California, as follows:

3           1.       I make this Declaration in Support of Plaintiff’s Unopposed Motions for Final Approval,  
4 Fees, Costs, and Service Award. If sworn as a witness, I could competently testify to each and every  
5 fact set forth herein from my own personal knowledge.

6           2.       I worked for Defendant JonBec Care, Inc. (“JonBec”) as a direct-care staff member  
7 from approximately March through July 2019. As a direct-care staff member, my job responsibilities  
8 included taking care of mentally disabled adults by providing self-care training and therapeutic  
9 treatments. Throughout my employment, JonBec regularly required me to work eight-hour-long shifts.  
10 Those shifts were a mixture of day shifts, on the one hand, and night shifts—also referred to as “NOC  
11 shifts”—on the other hand. Generally speaking, during NOC shifts, I was the only employee on site;  
12 during day shifts, however, multiple employees of JonBec were on site, including at least one other  
13 direct-care employee. In addition, some of my wage statements failed to list JonBec’s complete  
14 address.

15           3.       I understand that, in this lawsuit, I am alleging that JonBec failed to provide proper meal  
16 breaks and rest breaks to employees, based on the theory that employees were required to remain at the  
17 worksite during their breaks. I also understand that I am alleging that JonBec failed to provide proper  
18 pay stubs to employees, based on the theory that JonBec’s pay stubs failed to list JonBec’s complete  
19 address.

20           4.       In connection with this lawsuit, I feel confident that I am a good representative of the  
21 other employees in this case. I have personally invested a lot of time in assisting with this case. This  
22 time included spending many hours educating myself on the relevant employment laws and the issues  
23 related to being a class representative in a class-action lawsuit, as well as working diligently to provide  
24 my attorneys with any documents and information that I had in my possession or within my knowledge.  
25 The information and documents that I provided were used to assist in evaluating the strength of my  
26 claims against JonBec, which eventually resulted in the settlement.

27           5.       In this case, I have spent a lot of time meeting with my attorneys and talking to them on  
28 the phone about the case. In fact, I first began talking with my attorneys in August 2019 to discuss my

1 potential claims in this case. Whenever my attorneys needed me, I was available to answer questions,  
2 review documents, or discuss any information I had regarding my employment with JonBec.

3 6. I have actively participated on this case. On July 10, 2020, I made myself available for  
4 an all-day mediation session in this case. During and after the mediation, I spent time with my attorneys  
5 evaluating the benefits of settling my claims for the benefit of JonBec's other employees, and going over  
6 the settlement terms to understand their effect on those employees.

7 7. I chose to take a stand against JonBec because I wanted to make sure that all employees  
8 are treated fairly, and my interest in pursuing this lawsuit was to secure compensation for other  
9 employees on account of JonBec's alleged failure to comply with various labor laws. With the  
10 assistance of my attorneys, we have been able to secure what I believe is a just settlement that can be  
11 shared by all employees. I have not been promised any special monetary award or treatment for acting  
12 as a representative of other employees. I also am not aware of any interest I have that is adverse to any  
13 other employee of JonBec, and I believe that my individual claims against JonBec are typical of the  
14 claims of other employees as a whole. I also have been made aware that the filings in this case are  
15 available to the public.

16 8. I have reviewed the terms of the settlement agreement, and I believe that its terms are fair  
17 and reasonable to JonBec's employees. I understand that my obligations to JonBec's employees will  
18 continue until all settlement procedures are concluded and all settlement funds are distributed to  
19 JonBec's employees, and I will undertake all efforts necessary to see this matter through to closure.

20 9. I believe the requested incentive award is reasonable in light of the contributions I have  
21 made to the case, the size of the Settlement, and the reputational and other risks that I assumed by  
22 bringing this suit. I am also releasing individual claims I have against the Defendant—a general release  
23 that goes far above the release the Class Members are providing. However, I understand that the  
24 decision whether to approve an incentive award, and in what amount, rests within the discretion of the  
25 Court, and will accept whatever decision the Court makes in this regard.

26 10. I also believe that the attorneys' fees and costs provided to Class Counsel under the terms  
27 of the settlement agreement are fair and reasonable, and I was informed and approved of them prior to  
28 my execution of the settlement agreement. I am very satisfied with the work my lawyers have done on

1 this case, and I believe they are entitled to fair compensation for the services provided in light of the  
2 results achieved and the risks they took in litigating this case on a contingent basis.

3 11. In my opinion, the settlement is fair, reasonable, and adequate, both as to me and as to  
4 the other Class Members. I approve the settlement in this case, and encourage the Court to grant final  
5 approval of the settlement and award me \$10,000 as a service award for serving as a class  
6 representative.

7 I have read the foregoing, and I declare, under penalty of perjury of the laws of the United States  
8 and the State of California, that the foregoing is true and correct. Executed on September 30, 2021, in  
9 the County of Los Angeles, State of California.

DocuSigned by:  
*Danielle Howell*  
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Danielle Howell

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**PROOF OF SERVICE**

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

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

Colin P. Calvert  
ccalvert@fisherphillips.com  
Sarah G. Bennett  
sbennett@fisherphillips.com  
FISHER & PHILLIPS LLP  
2050 Main Street, Suite 1000  
Irvine, California 92614

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

*David Zelenski*  
\_\_\_\_\_  
David Zelenski