

**FILED**

NOV 30 2021

Clerk of the Superior Court of California  
County of Sonoma  
By \_\_\_\_\_ Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
SONOMA COUNTY**

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

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS-ACTION  
SETTLEMENT, AWARD OF ATTORNEYS'  
FEES AND COSTS, SERVICE AWARD, AND  
REIMBURSEMENT OF SETTLEMENT-  
ADMINISTRATION EXPENSES**

*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

In connection with preliminarily approving a class-wide Settlement reached in this action between Plaintiff Danielle Howell and Defendant JonBec Care, Inc., the Court scheduled a final approval hearing for November 10, 2021.<sup>1</sup> Plaintiff timely filed a Motion for Final Approval and a Motion for Fees, Costs, and Service Award on October 1, 2021, in advance of the hearing. Having read all of the papers filed in connection therewith, and having considered all of the evidence and argument

<sup>1</sup> Unless otherwise noted, all capitalized terms used herein have the meanings set forth in the Class-Action and PAGA Settlement Release Agreement, attached as Exhibit 1 to the Declaration of David Zelenski in Support of Plaintiff's Unopposed Motions for Final Approval, Fees, Costs, and Service Award.

1 submitted with respect to the proposed Settlement, the Court finds that the proposed Settlement is fair,  
2 reasonable, and adequate. Pursuant to section 382 of the California Code of Civil Procedure and to rule  
3 3.760 *et seq.* of the California Rules of Court, **IT THEREFORE IS ORDERED AS FOLLOWS:**

4 1. The Court has jurisdiction over the subject matter of the action, all claims raised therein,  
5 the Parties, and the Class.

6 2. The Motion for Final Approval is granted; the Court certifies a Settlement Class  
7 consisting of all Class Members—defined as all individuals who were employed by Defendant in  
8 California as non-exempt employees at any time during the period of January 23, 2016, through  
9 September 16, 2020—who did not submit valid requests to be excluded from the Settlement Class; and,  
10 upon the Effective Date, all Settlement Class Members therefore shall have released the Released Parties  
11 from the Released Claims. For the purpose of the Settlement only, the Court finds that certification of  
12 the Settlement Class is appropriate because the Settlement Class is ascertainable and sufficiently  
13 numerous, a well-defined community of interest exists, and there are substantial benefits from  
14 certification that render proceeding on a class-wide basis superior to any alternatives. Furthermore, as  
15 set forth below, the Court finds that the terms of the Settlement are fair and reasonable to the Settlement  
16 Class when balanced against the probable outcome of further litigation relating to class certification,  
17 liability and damage issues, and potential appeals. In addition, the Court finds that Class Counsel is  
18 experienced in wage-and-hour class-action litigation; that Plaintiff's claims are typical of those of the  
19 Settlement Class; that significant investigation was undertaken, and significant information was  
20 exchanged, enabling Plaintiff and Defendant to reasonably evaluate one another's positions; that  
21 approving the Settlement will avoid the substantial costs, delay, and risks that would be presented by  
22 further litigation; and that the terms of the Settlement were the result of intensive, serious, and non-  
23 collusive negotiations between the Parties. The Court therefore appoints Mark S. Greenstone of  
24 Greenstone Law APC, on the one hand, and Abigail Zelenski and David Zelenski of Zelenski Law, PC,  
25 on the other hand, as Class Counsel, and appoints Danielle Howell as the Class Representative.

26 3. Again, the Settlement Class consists of all Class Members who did not submit valid  
27 requests to be excluded from the Settlement Class. The Court finds that there are a total of 720 Class  
28 Members. The Court further finds that, of the 720 Class Members, only two requested to be excluded



1 from the Settlement Class, and that those two requests for exclusion are valid. Those two individuals  
2 therefore will not be bound by the Settlement or by this Order. In addition, the Court finds that, of the  
3 720 Class Members, none submitted objections to the Settlement. These findings support final approval  
4 of the Settlement.

5 4. Under the terms of the Settlement, Defendant has agreed to pay \$1,000,000.00 as the  
6 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary, meaning that no portion  
7 of it shall revert to Defendant. The Gross Settlement Amount will be used to pay Settlement Class  
8 Members' respective Individual Settlement Shares, along with the Service Award to Plaintiff, Class  
9 Counsel's attorneys' fees and costs, the Settlement-Administration Costs of the Settlement  
10 Administrator, and the portion of the PAGA Payment payable to the California Labor and Workforce  
11 Development Agency ("LWDA"). The amounts of the Service Award, Class Counsel's attorneys' fees  
12 and costs, the Settlement-Administration Costs, and the PAGA Payment are discussed below. After  
13 deducting these amounts, the Net Settlement Amount equals approximately \$615,186.19. Based on the  
14 \$615,186.19 figure and on the calculation methodology contemplated by the Settlement, the Court finds  
15 that this results in an average Individual Settlement Share to Settlement Class Members of  
16 approximately \$856.81. This finding supports final approval of the Settlement, and the Court directs  
17 that the Individual Settlement Shares be disbursed pursuant to the terms of the Settlement.

18 5. The Court finds that the Settlement Administrator delivered Notice to the Class following  
19 the procedures contemplated by the Settlement; that the Notice and the procedures followed by the  
20 Settlement Administrator constituted the best notice practicable under the circumstances; and that the  
21 Notice and the notification procedures contemplated by the Settlement were in full compliance with the  
22 laws of the State of California, the laws of the United States (to the extent applicable), and the  
23 requirements of due process. These findings support final approval of the Settlement.

24 6. Under the Settlement, \$30,000.00 is to be allocated from the Gross Settlement Amount  
25 for civil penalties under the Labor Code Private Attorneys General Act, or PAGA. Pursuant to PAGA,  
26 of the \$30,000.00, three-fourths, *i.e.*, \$22,500.00, is to be paid to the LWDA; and the remaining one-  
27 quarter, *i.e.*, \$7,500.00, is to be distributed to Settlement Class Members as part of the Net Settlement  
28 Amount. The Court finds that this allocation comports with the PAGA payments made in other wage-

1 and-hour class-action settlements. The Court further finds that the LWDA has not contested final  
2 approval of the Settlement. In addition, the Court finds that the Settlement in general, and the PAGA  
3 Payment in particular, further the statutory enforcement policies of the LWDA. These findings support  
4 final approval of the Settlement. Accordingly, the Court approves the PAGA Payment contemplated by  
5 the Settlement, and directs that the PAGA Payment be disbursed pursuant to the terms of the Settlement.

6 7. Under the Settlement, Plaintiff is permitted to seek up to \$10,000.00 from the Gross  
7 Settlement Amount for a Service Award. Plaintiff has requested that amount. The Court finds that this  
8 amount is fair and reasonable in light of the work that she provided in the action; the results that were  
9 obtained under the Settlement; the risks that she incurred in prosecuting the action; and the fact that,  
10 unlike all other Settlement Class Members, she has granted Defendant a general release of claims. The  
11 Court further finds that this amount is fair and reasonable because it comports with incentive awards  
12 made in other wage-and-hour class-action settlements. Accordingly, the Court approves that amount as  
13 the Service Award, and directs that the Service Award be disbursed pursuant to the terms of the  
14 Settlement.

15 8. Under the Settlement, Class Counsel is permitted to seek up to one-third of the Gross  
16 Settlement Amount, *i.e.*, \$333,333.33, in attorneys' fees, plus actual costs and expenses. Class Counsel  
17 has requested \$333,333.33 in attorneys' fees and \$6,980.48 in costs and expenses. The Court finds that  
18 these amounts are reasonable. Accordingly, the Court approves those amounts, and directs that they be  
19 disbursed pursuant to the terms of the Settlement.

20 9. Under the Settlement, the Settlement Administrator is to be paid its reasonably incurred  
21 fees and expenses from the Gross Settlement Amount for the Settlement-Administration Costs. The  
22 Settlement Administrator has requested \$12,000.00 for its fees and expenses. The Court finds that this  
23 amount is reasonable. Accordingly, the Court approves that amount as the Settlement-Administration  
24 Costs of the Settlement, and directs that the Settlement-Administration Costs be disbursed pursuant to  
25 the terms of the Settlement.

26 10. Except as otherwise provided herein, the Parties shall bear their own costs and attorneys'  
27 fees.

28 11. Without affecting the finality of this Order, the Court retains jurisdiction over the action,



1 the Parties, and the Settlement Class for purposes of supervising, implementing, enforcing, construing,  
2 administering, and interpreting the Settlement, as well as any matters related or ancillary to the  
3 foregoing. To this end, the Parties are directed to file a case report on \_\_\_\_\_ pursuant to section  
4 384 of the California Code of Civil Procedure.<sup>2</sup>

5 **IT IS SO ORDERED.**

6  
7 Dated: 11-30-21



8 ~~Hon. Patrick Broderick~~  
9 *Judge of the Superior Court*

10 *René Auguste Chouteau*


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28 <sup>2</sup> The date is more than six months away because the Settlement contemplates that Defendant will fund the Gross Settlement Amount over time, with the last payment due in May 2022.

## PROOF OF SERVICE BY MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 600 Administration Drive, Room 107-J, Santa Rosa, California, 95403; that I am not a party to this case; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the foregoing attached papers in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices.

12/7/2021

Arlene Junior  
Court Executive Officer

by   
Jennifer Ellis, Deputy Clerk

## ADDRESSEES

Mark Samuel Greenstone  
Greenstone Law APC  
1925 Century Park East Suite 2100  
Los Angeles CA 90067

Abigail Ameri Zelenski  
Zelenski Law PC  
201 North Brand Blvd Suite 200  
Glendale CA 91203