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**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 KEVIN LEE 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           **Kevin Lee** declares, under penalty of perjury of the laws of the United States and the State of  
2 California, as follows:

3           1.       I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-  
4 appointed Class Action Settlement Administrator for *Danielle Howell v. JonBec Care, Inc.* I have personal  
5 knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently  
6 to such facts.

7           2.       Phoenix was selected by the Parties to provide notice of the Settlement and perform class  
8 administration duties in this action. Pursuant to the Settlement Agreement for this matter, Phoenix was  
9 responsible for (i) preparing, translating, printing, emailing, and mailing the Notice; (ii) responding to  
10 inquiries from Class Members; (iii) determining the validity of opt-outs; (iv) calculating the Net  
11 Settlement Amount and the Individual Settlement Shares to Settlement Class Members; (v) issuing the  
12 Individual Settlement Shares and distributing them to Settlement Class Members; (vi) issuing the payment  
13 to Class Counsel for attorneys’ fees and litigation costs, the Class Representative’s Service Award, and  
14 the employer/employee payroll taxes to the appropriate taxing authorities; and (vii) such other tasks as set  
15 forth in the Agreement or as the Parties mutually agree or as the Court orders.<sup>1</sup>

16           3.       On July 28, 2021, Phoenix received a data file from Defense Counsel that contained names,  
17 last known mailing addresses, Social Security numbers, email addresses, and dates of employment for  
18 each Class Member (“Class Data”) during the period from January 23, 2016 to September 16, 2020  
19 (“Settlement Period”). The final mailing list contained seven hundred nineteen (719) Class Members.

20           4.       On August 16, 2021, Phoenix conducted a National Change of Address (“NCOA”) search  
21 in an attempt to update the Class Data of addresses as accurately as possible. A search of this database  
22 provides updated addresses for any individual who has moved in the previous four (4) years and notified  
23 the U.S. Postal Service of their change of address.

24           5.       On August 16, 2021, Phoenix mailed the Notice via U.S. first class mail, in English and  
25 Spanish, to all seven hundred nineteen (719) Class Members in the Class Data. Furthermore, four hundred  
26 fifty-two (452) Class Members for whom Defendant provided email addresses received Notice via email.

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27           <sup>1</sup> Capitalized terms used herein have the meanings set forth in the Class-Action and PAGA Settlement  
28 Agreement, attached as Exhibit 1 to the concurrently filed Declaration of David Zelenski in Support of  
Plaintiff’s Unopposed Motions for Final Approval, Fees, Costs, and Service Award.

1 As of that date, Phoenix also had gone live with a website where Class Members could review relevant  
2 Settlement materials, including the Settlement Agreement and all of the papers filed in support of the  
3 Settlement, and where Class Members could download a copy of the Notice. Since that time, Phoenix  
4 also has maintained a toll-free telephone number for Class Members to call with any questions, as well as  
5 a P.O. box and e-mail address to which Class Members can submit any communications concerning the  
6 Settlement, including objections, requests for exclusion, and questions about the Notice. A true and correct  
7 copy of the Notice is attached hereto as **Exhibit A**.

8 6. Throughout the response period, Phoenix received only one (1) request to be added to the  
9 Class from an individual inadvertently left off the Class Data. Ultimately, the request was approved, the  
10 proper information was provided to Phoenix, and the individual was mailed and emailed a Notice on  
11 September 14, 2021.

12 7. Accounting for the one (1) request to be added, there are seven hundred twenty (720) Class  
13 Members.

14 8. As of the date of this declaration, forty-four (44) Notices have been returned to Phoenix.  
15 Four (4) were returned with a forwarding address, and were promptly re-mailed to the updated address  
16 affixed thereto. For the forty (40) Notices returned from the Post Office without a forwarding address,  
17 Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most  
18 comprehensive address databases available for skip tracing. Of the forty (40) Notices that were skip traced,  
19 thirty-nine (39) updated addresses were obtained and the Notices were promptly re-mailed to those Class  
20 Members via first class mail.

21 9. As of the date of this declaration, one (1) Notice is considered undeliverable, since an  
22 updated address could not be obtained via skip trace.

23 10. As of the date of this declaration, Phoenix has received two (2) requests for exclusion. The  
24 deadline to request exclusion is October 15, 2021. Of the two (2) requests for exclusion, one (1) is  
25 considered deficient, since the submitter did not include his/her address and last four (4) digits of his/her  
26 Social Security Number, or signature, as required by the Settlement. The parties conferred on this issue,  
27 and decided to accept the deficient request.

28 11. As of the date of this declaration, Phoenix has received zero (0) objections to the

1 Settlement. The objection deadline is October 15, 2021.

2 12. As of the date of this declaration, no Workweek disputes have been received. The deadline  
3 to submit Workweek disputes is October 15, 2021.

4 13. There are seven hundred eighteen (718) Class Members, representing approximately  
5 99.72% of the Class, who, having not properly requested exclusion, are deemed Settlement Class  
6 Members and who have worked a collective total of forty-nine thousand six hundred forty-eight and fifty-  
7 two hundredths (49,648.52) Workweeks during the Settlement Period.

8 14. The Net Settlement Amount of \$615,456.61 available to pay Settlement Class Members  
9 was determined by subtracting the requested Class Counsel attorneys' fees (\$333,333.33), requested Class  
10 Counsel attorneys' costs (\$6,710.06), requested Class Representative Service Award to Plaintiff Howell  
11 (\$10,000.00), the Labor and Workforce Development Agency's ("LWDA") share of the PAGA Payment  
12 (\$22,500.00), and the requested Settlement Administration Expenses (\$12,000.00) from the Gross  
13 Settlement Amount (\$1,000,000.00).

14 15. Based upon the calculations stipulated in the Settlement, and taking into account the two  
15 (2) valid requests for exclusion, the highest Individual Settlement Share to be paid is approximately  
16 \$2,961.96, the lowest Individual Settlement Share to be paid is approximately \$10.42 (for a Settlement  
17 Class Member who worked only 0.86 Workweeks), while the average Individual Settlement Share to be  
18 paid is approximately \$857.18. All Individual Settlement Shares are subject to any and all legally  
19 mandated reductions and deductions on the 55% portion thereof considered wages.

20 16. Pursuant to the Settlement, Defendant has agreed to fund the Employer Taxes due  
21 separately and apart from the Gross Settlement Amount. As of this date, and utilizing the maximum tax  
22 rates, Phoenix estimates that the Employer Taxes should not exceed \$48,317.35.


23 17. Phoenix's costs associated with the administration of this matter are \$12,000.00. This  
24 includes all costs incurred to date, as well as estimated costs involved in completing the Settlement  
25 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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1 I have read the foregoing, and I declare, under penalty of perjury of the laws of the United States  
2 and the State of California, that the foregoing is true and correct. Executed on September 30, 2021, in  
3 the County of Orange, State of California.



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6 Kevin Lee

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# **Exhibit A**

## 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.

<b>YOUR LEGAL RIGHTS AND OPTIONS UNDER THIS SETTLEMENT</b>	
<b>PARTICIPATE</b>	<p style="text-align: center;"><b>To receive a cash payment from the Settlement, you do not need to do anything.</b></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>
<b>EXCLUDE YOURSELF</b>	<p style="text-align: center;"><b>Receive no payment from the Settlement but keep all your rights against Defendant.</b></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 <b>October 15, 2021</b>.</p>
<b>OBJECT</b>	<p style="text-align: center;"><b>Tell the Court why you don’t approve of this Settlement.</b></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 <b>October 15, 2021</b>.</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](mailto: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](mailto: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](mailto: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](mailto: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.**

## CORTE SUPERIOR DEL ESTADO DE CALIFORNIA, CONDADO DE SONOMA

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

*Una corte ha autorizado este Aviso. Este documento no es una oferta de servicios de un abogado.***SI USTED ESTUVO EMPLEADO POR JONBEC CARE, INC. EN CALIFORNIA COMO EMPLEADO NO EXENTO EN ALGÚN MOMENTO DURANTE EL PERÍODO COMPRENDIDO ENTRE EL 23 DE ENERO DE 2016 Y EL 16 DE SEPTIEMBRE DE 2020, PODRÍA RECIBIR UN PAGO DE UN ACUERDO PROPUESTO DE DEMANDA COLECTIVA.**

- Se ha alcanzado un acuerdo propuesto de demanda colectiva (“Acuerdo”) entre la parte Demandante Danielle Howell (“Demandante”) y el Demandado JonBec Care, Inc. (“Demandado”). El Acuerdo busca resolver una demanda colectiva en la que se alega que el Demandado violó varias leyes en materia de salarios y horas de trabajo de California, incluyendo:
  - *no proporcionar presuntamente períodos de comida y descanso adecuados,*
  - *no proporcionar presuntamente comprobantes detallados y adecuados de pago de salarios, y*
  - *no pagar a tiempo todos los salarios ganados a los empleados despedidos.*
- El Demandado niega haber actuado de forma indebida y sostiene que ha cumplido con todas sus obligaciones legales. La Corte no ha determinado todavía si las alegaciones del Demandante tienen fundamento. El Demandado ha celebrado el presente Acuerdo exclusivamente para evitar los gastos, alteraciones y riesgos derivados de un litigio adicional.

<b>SUS DERECHOS LEGALES Y OPCIONES EN VIRTUD DE ESTE ACUERDO</b>	
<b>PARTICIPAR</b>	<p style="text-align: center;"><b>Para recibir un pago en efectivo del Acuerdo, usted no necesita hacer nada.</b></p> <p>Se le enviará por correo un cheque si la corte aprueba el Acuerdo. Al participar en el Acuerdo, usted renunciará a sus derechos a plantear los reclamos arriba indicados (tal y como se estipula de forma más detallada a continuación) contra el Demandado.</p>
<b>EXCLUIRSE</b>	<p style="text-align: center;"><b>No recibir ningún pago del Acuerdo, pero mantener todos sus derechos contra el Demandado.</b></p> <p>La única manera de mantener sus derechos a interponer su propia acción judicial contra el Demandado en relación con los reclamos arriba citados (tal y como se estipula en mayor detalle más abajo) consiste en enviar una solicitud válida de exclusión al Administrador del Acuerdo, matasellada no más tarde del <b>15 de octubre de 2021</b>.</p>
<b>OPONERSE</b>	<p style="text-align: center;"><b>Decirle a la Corte las razones por las que usted no aprueba el presente Acuerdo.</b></p> <p>Si desea oponerse al Acuerdo, no debe excluirse del Acuerdo, y debería enviar al Administrador del Acuerdo su objeción escrita y documentación acreditativa mataselladas no más tarde del <b>15 de octubre de 2021</b>.</p>

- Sus derechos y opciones se explican en más detalle a continuación. La Corte que maneja este caso todavía tiene que decidir si aprobará el Acuerdo. Los pagos del Acuerdo se efectuarán únicamente si la Corte concede la aprobación final del Acuerdo.

Hay información adicional relacionada con el Acuerdo disponible a través del Administrador del Acuerdo o los Abogados de la Clase, cuya información de contacto se proporciona en el presente Aviso. Los términos íntegros del Acuerdo, incluyendo los Reclamos Descargados, así como los documentos relevantes de esta demanda, se encuentran disponibles *online* en la siguiente dirección: <http://www.phoenixclassaction.com/howell-v-jonbec/>

# **PREGUNTAS FRECUENTES**

## **Antecedentes de la Demanda**

### **1. ¿Por qué he recibido este aviso?**

Los registros del Demandado indican que usted está, o ha estado, empleado por el Demandado como empleado no exento en California durante la totalidad o una parte del período comprendido entre el 23 de enero de 2016 y el 16 de septiembre de 2020. La demanda interpuesta en la Corte Superior de California, Condado de Sonoma, se titula *Howell v. JonBec Care, Inc.*, Número de caso SCV-267909. Danielle Howell se denomina la parte “Demandante”, y la compañía demandada, JonBec Care, Inc., se denomina “Demandado”. Se hace referencia de forma conjunta al Demandante y al Demandado como las “Partes”. El Juez asignado para supervisar esta demanda colectiva es el Honorable Patrick Broderick.

### **2. ¿De qué trata la demanda?**

Los reclamos contenidos en esta demanda alegan que el Demandado:

- no proporcionó períodos de comida y descanso adecuados a sus empleados,
- no proporcionó comprobantes de pago de salarios detallados y apropiados a sus empleados, y
- no pagó todos los salarios ganados a empleados despedidos al final de su empleo.

El Demandado niega haber actuado de forma indebida y sostiene que ha cumplido plenamente con todas sus obligaciones legales. La Corte no ha determinado si las alegaciones del Demandante tienen fundamento. El Demandado celebra el presente Acuerdo exclusivamente para evitar los gastos, alteraciones y riesgos derivados de un litigio adicional.

### **3. ¿Por qué es esta una demanda colectiva?**

En una demanda colectiva, una o varias personas, llamadas Representantes de la Clase (en este caso, la parte Demandante Danielle Howell), demandan en nombre de personas que tienen presuntamente reclamos similares. Todas estas personas son la “clase” o los “Miembros de la Clase”, y mediante un caso se resuelven las cuestiones de todos los Miembros de la Clase, a excepción de aquellos que se excluyan. El 9 de julio de 2021 la Corte emitió una orden certificando condicionalmente la Clase definida en la respuesta a la Pregunta 4 más abajo únicamente para los fines del acuerdo.

### **4. ¿Quién forma parte de la Clase?**

La Clase se define como sigue: Todas las personas que estuvieron empleadas por el Demandado en California como empleados no exentos en algún momento durante el período comprendido entre el 23 de enero de 2016 y el 16 de septiembre de 2020 (“Período del Acuerdo”).

### **5. ¿Por qué hay un acuerdo?**

Después de que las partes intercambiaran abundante documentación e información acerca de esta demanda, ambas partes acordaron llegar al Acuerdo para evitar los costos y riesgos derivados de un litigio adicional. El Acuerdo no significa que se haya incumplido ley alguna. El Demandado niega todos los reclamos legales contenidos en el caso. El Representante de la Clase y sus abogados consideran que el Acuerdo defiende los intereses de todos los Miembros de la Clase.

# Los Beneficios del Acuerdo—Lo que usted obtiene

## 6. ¿Qué proporciona el acuerdo?

Bajo los términos del Acuerdo, el Demandado acuerda pagar una Suma Bruta del Acuerdo de \$1,000,000.00. De la Suma Bruta del Acuerdo se deducirán las sumas aprobadas por la Corte en concepto de honorarios de los Abogados de la Clase (sin exceder \$333,333.33, *es decir*, un tercio de la Suma Bruta del Acuerdo); gastos incurridos por los Abogados de la Clase (que se estima que no superarán los \$15,000.00 una Asignación Adicional para la parte Demandante por su servicio como Representante de la Clase (sin superar la suma de \$10,000.00); un pago de \$22,500.00 a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California por sanciones civiles en virtud de la Ley General de Abogados Privados (*Private Attorneys General Act*) de California; y los honorarios y gastos del Administrador del Acuerdo (que se estima que no superarán los \$12,000.00). Las deducciones totales de la Suma Bruta del Acuerdo concedidas por la Corte darán como resultado una Suma Neta del Acuerdo de aproximadamente \$607,166.67, que será utilizada para pagos a aquellos empleados que no se excluyen del Acuerdo. Ninguna parte de la Suma Bruta del Acuerdo será devuelta al Demandado bajo ninguna circunstancia, y todos los impuestos y retenciones salariales aplicables al empleador serán pagados de forma separada por el Demandado, además de la Suma Bruta del Acuerdo.

## 7. ¿Cuánto obtendré si participo en el Acuerdo?

Si no se excluye del Acuerdo, se estima que recibirá un pago bruto de aproximadamente \$\_\_\_\_\_ (“Parte Individual del Acuerdo”), menos retenciones fiscales requeridas aplicables al empleado. Esta estimación ha sido computada sobre la base del (i) número de Semanas Laborales que usted trabajó para el Demandado como empleado no exento durante el Período del Acuerdo (consulte más detalles a continuación), en comparación con el número total de todas las Semanas Laborales trabajadas por todos los Miembros de la Clase para el Demandado durante el Período del Acuerdo, y (ii) si usted es un empleado presente o pasado del Demandado. De forma más concreta, su Parte Individual del Acuerdo se calculará determinando el número total de días que usted estuvo empleado por el Demandado durante el período comprendido entre el 23 de enero de 2016 y el 16 de septiembre de 2020, más catorce días adicionales si usted es un ex empleado, dividiendo posteriormente el total por siete para computar el número total de Semanas Laborales, y posteriormente multiplicando dicho porcentaje por la Suma Neta del Acuerdo.

Esta Parte Individual del Acuerdo arriba estipulada es una estimación. Su Parte Individual del Acuerdo efectiva puede terminar siendo diferente a la estimada más arriba dependiendo de varios factores, incluyendo el número de Miembros de la Clase que se excluyan en última instancia, y los honorarios y gastos aprobados por la Corte. Aun cuando los impuestos y retenciones salariales aplicables al empleador no serán deducidos de su Parte Individual del Acuerdo, una parte de su Parte Individual del Acuerdo estará sujeta a retenciones de impuestos aplicables al empleado como, por ejemplo, retenciones fiscales sobre la renta.

La Parte Individual Estimada del Acuerdo arriba indicada se basa en los registros del Demandado que indican que usted trabajó \_\_\_\_\_ Semanas Laborales durante el Período del Acuerdo. [Además, los registros salariales del Demandado indican que usted es un ex empleado del Demandado, lo cual, en virtud del Acuerdo, Le da derecho a un crédito por dos Semanas Laborales adicionales.] Si no está de acuerdo con el número total de Semanas Laborales arriba indicado, puede cuestionar este número enviando una disputa escrita al Administrador del Acuerdo indicando que usted trabajó un número diferente de semanas durante el Período de la Clase. Su disputa debe ser enviada al Administrador del Acuerdo por correo, e-mail o fax, matasellado o con comprobante de fecha de envío no más tarde del **15 de octubre de 2021** a:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Fax: (949) 209-2503  
E-mail: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

Esta documentación debe incluir el nombre y el número de caso, su nombre, dirección actual, número de teléfono actual, y los cuatro últimos dígitos de su número del Seguro Social; una declaración clara explicando que desea cuestionar sus Semanas Laborales; el número de Semanas Laborales que sostenga que es correcto; documentación u otras pruebas que respalden su reclamo en el sentido de que no se le ha acreditado el número correcto de Semanas Laborales; y su firma. Las disputas que no incluyan toda la información requerida, o que no sean enviadas en forma oportuna, serán consideradas, de forma preliminar, inválidas y no efectivas; sin embargo, las Partes acuerdan reunirse y deliberar con respecto a disputas ambiguas o presentadas de forma tardía, y pueden acordar aceptarlas si lo consideran adecuado. El Demandado se compromete a proporcionar al Administrador del Acuerdo documentos adicionales necesarios para evaluar la disputa, en caso de que existan tales documentos. Todas las disputas serán resueltas mediante acuerdo de los Abogados de la Clase y los abogados del Demandado, o por decisión del Administrador del Acuerdo.



## 8. ¿A qué estoy renunciando a cambio de la Parte Individual del Acuerdo?

A cambio de la Parte Individual del Acuerdo, la parte Demandante y cada Miembro de la Clase que no envíe una solicitud de exclusión (de la que se habla en mayor detalle en la respuesta a la Pregunta 11 más abajo) liberarán y descargarán al Demandado con respecto a cualesquiera reclamos que hayan sido alegados en la Demanda de la parte Demandante, incluyendo, sin limitación:

- o cualesquiera reclamos de tal tipo por violaciones relacionadas con estados salariales;
- o cualesquiera reclamos de tal tipo por violaciones relacionadas con períodos de comida, violaciones relacionadas con períodos de descanso; y primas salariales asociadas, y
- o cualesquiera reclamos de tal tipo por el hecho de que el Demandado no pagara presuntamente todos los salarios ganados a empleados despedidos a la finalización de su empleo.

Mediante la participación en esta demanda y aceptación de la Parte Individual del Acuerdo, usted no podrá efectuar ningún reclamo ni interponer ninguna demanda contra el Demandado por ninguno de los reclamos arriba descritos.

Puede encontrar una copia del texto íntegro del descargo que usted está aceptando al no solicitar ser excluido de la Clase del Acuerdo en la sección 45 del Acuerdo de Liquidación, que se encuentra disponible *online* en la siguiente dirección: <http://www.phoenixclassaction.com/howell-v-jonbec>.

Usted puede hablar con uno de los abogados abajo indicados en la Pregunta 14 de forma gratuita, o puede contratar y hablar con su propio abogado si tiene Preguntas acerca del descargo de reclamos y lo que significa.

## Cómo obtener un pago

## 9. ¿Cómo puedo recibir un pago?

Para recibir un pago, usted no necesita hacer nada. La Corte celebrará una audiencia de imparcialidad el 10 de noviembre de 2021 a las 3:00 p.m. y, si el Acuerdo es aprobado por la Corte, su Parte Individual del Acuerdo le será enviada a la dirección en la que haya recibido el presente Aviso. Si desea cambiar la dirección a la que le sea enviada su Parte Individual del Acuerdo, por favor contacte con el Administrador del Acuerdo en:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Fax: (949) 209-2503  
E-mail: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

## 10. ¿Cuándo recibiré mi cheque?

Los cheques serán enviados por correo a los Miembros de la Clase del Acuerdo después de que la Corte conceda la “aprobación final” del Acuerdo. Si la Corte aprueba el acuerdo después de una audiencia el 10 de noviembre de 2021, puede que haya apelaciones. Si se presentan apelaciones, la resolución de las mismas puede llevar tiempo. Asimismo, el Demandado está dotando financieramente la Suma Bruta del Acuerdo a lo largo de un período de seis meses, de manera que por favor tenga paciencia. Siempre que la Corte conceda la aprobación final del Acuerdo y no haya demoras imprevistas o apelaciones, los cheques deberían enviarse en aproximante mayo de 2022. Sí tiene preguntas en relación con cuándo se enviarán los cheques, por favor contacte con el Administrador del Acuerdo.

# **Exclusión del Acuerdo (“Optar por ser excluido”)**

## **11. ¿Cómo pido a la Corte que me excluya de la Clase del Acuerdo?**

Si usted no desea participar en el Acuerdo, puede elegir excluirse (*es decir*, “optar por ser excluido”). Para optar por ser excluido, usted debe enviar una solicitud escrita de exclusión del Acuerdo al Administrador del Acuerdo. Cualquier solicitud de exclusión de tal tipo debe ser enviada al Administrador del Acuerdo por correo, e-mail o fax, matasellado o con comprobante de fecha de envío no más tarde del **15 de octubre de 2021**, a:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Fax: (949) 209-2503  
E-mail: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

Las solicitudes de exclusión deben incluir el nombre y el número de caso; su nombre, dirección actual, número de teléfono actual, y los cuatro últimos dígitos de su número del Seguro Social; una declaración clara indicando que desea optar por ser excluido del Acuerdo; y su firma. Las Solicitudes de exclusión que no incluyan toda la información requerida, o que no sean enviadas en forma oportuna, serán consideradas, de forma preliminar, inválidas y no efectivas; sin embargo, las Partes acuerdan reunirse y deliberar con respecto a solicitudes de exclusión ambiguas o presentadas de forma tardía, y pueden acordar aceptarlas si lo consideran adecuado. Si opta por ser excluido del Acuerdo, no descargará los reclamos estipulados bajo la Pregunta 8. Cualesquiera Miembros de la Clase que no opten satisfactoriamente por ser excluidos quedan obligados por los términos del Acuerdo y cualquier sentencia dictada en relación con la demanda si el Acuerdo recibe la aprobación final de la Corte.

## **12. Si me excluyo, ¿puedo obtener algo del Acuerdo?**

No. Si elige ser excluido de la Clase del Acuerdo, (1) no recibirá el cheque generado por el Acuerdo (si el Acuerdo es aprobado), ni siquiera si pudiera tener derecho al mismo de otra manera; (2) no estará obligado por ninguna orden o sentencia adicional dictada para o contra la Clase del Acuerdo; (3) no tendrá ningún derecho a oponerse al Acuerdo o ser oído en ninguna audiencia programada para la consideración del Acuerdo por parte de la Corte; y (4) podrá interponer una acción judicial separada contra el Demandado por los reclamos que haya hecho valer la parte Demandante en este caso.

## **13. Si no me excluyo, ¿puedo demandar más tarde?**

No. A menos que se excluya, usted renuncia a cualquier derecho a demandar al Demandado por los reclamos descritos en la respuesta a la Pregunta 8 más arriba. Usted puede solicitar ser excluido de la Clase del Acuerdo para entablar o continuar con su propia demanda.

## **14. ¿Tengo un abogado en este caso?**

Sí. Los siguientes abogados han sido nombrados para representar a la Clase:

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

Asimismo, a continuación se indica la dirección de la Corte:

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

## 15. ¿Quiénes son los abogados que representan al Demandado?

Los siguientes abogados han sido contratados para representar al Demandado en este caso:

<i>Abogados del Demandado</i>
Colin P. Calvert Sarah G. Bennett FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, California 92614

## Oposición al Acuerdo

## 16. ¿Cómo me opongo al Acuerdo?

Cualquier Miembro de la Clase que no se excluya del Acuerdo puede oponerse al Acuerdo propuesto, o cualquier parte del mismo, enviando una objeción escrita al Administrador del Acuerdo. Las objeciones escritas al Acuerdo deben ser enviadas al Administrador del Acuerdo por correo, e-mail o fax, matasellado o con comprobante de fecha de envío no más tarde del **15 de octubre de 2021**, a:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Fax: (949) 209-2503  
Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

Las objeciones deben indicar su nombre, dirección actual, número de teléfono actual, y los cuatro últimos dígitos de su número del Seguro Social; el nombre y el número de caso; las razones por las que se opone al Acuerdo; y su firma. Las objeciones incompletas o no presentadas a tiempo no serán consideradas, a menos que la Corte determine otra cosa. Cualquier Miembro de la Clase del Acuerdo que envíe una objeción sigue siendo elegible para recibir su Parte Individual del Acuerdo.

## 17. ¿Cuál es la diferencia entre oponerse y pedir ser excluido?

Oponerse es simplemente decirle a la Corte que a usted no le gusta algo del Acuerdo. Usted puede oponerse solamente si permanece en la Clase del Acuerdo. La exclusión supone decirle a la Corte que usted no quiere ser parte de la Clase del Acuerdo. Usted no recibirá ningún dinero del Acuerdo si se excluye. Si se excluye, usted no puede oponerse porque el Acuerdo ha dejado de afectarle. En consecuencia, si envía tanto una objeción como una solicitud de exclusión, se considerará que ha enviado únicamente una objeción, y su solicitud de exclusión se considerará inválida.

# **La Audiencia de Imparcialidad de la Corte**

La Corte celebrará una audiencia para decidir si aprueba el Acuerdo. Si no ha optado por ser excluido, puede asistir y puede pedir hablar, pero no tiene que hacerlo.

## **18. ¿Cuándo y dónde decidirá la Corte si aprueba el acuerdo?**

La Corte celebrará una audiencia de aprobación final el 10 de noviembre de 2021, a las 3:00 p.m., en el Departamento 16 en la Corte Superior de California, Condado de Sonoma, ubicada en 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403. La audiencia puede ser reprogramada a una fecha u hora diferente sin previo aviso. En esta audiencia, la Corte considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, la Corte las considerará. La Corte decidirá asimismo cuánto pagar a los Abogados de la Clase en concepto de honorarios y gastos de abogados, y la suma de la Asignación Adicional (caso de haberla) a ser pagada al Representante de la Clase. Tras la audiencia, la Corte decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo tomarán estas decisiones.

## **19. ¿Tengo que ir a la Audiencia de Imparcialidad?**

No. Los Abogados de la Clase y abogados del Demandado contestarán cualquier pregunta que el Juez pueda tener. Sin embargo, usted puede asistir si quiere, corriendo con los gastos que se deriven. Si usted envía una objeción al Administrador del Acuerdo, no tiene que ir a la Corte para hablar de la misma. También puede contratar a otro abogado, corriendo con los gastos que se deriven, para que acuda a la audiencia y comparezca en su nombre, pero no es necesario.

## **Si no hace nada**

## **20. ¿Qué ocurre si no hago nada en absoluto?**

Si no hace nada y el Acuerdo es aprobado, recibirá su Parte Individual del Acuerdo, cuya cuantía estimada se indica en la respuesta a la Pregunta 7, y nunca podrá efectuar ningún reclamo, interponer una demanda, ni continuar con ninguna demanda contra el Demandado por los reclamos descritos en la respuesta a la Pregunta 8.

## **Cómo obtener más información**

## **21. ¿Cómo puedo obtener más información?**

El presente aviso resume el Acuerdo. El Acuerdo de Liquidación contiene más detalles. Puede contactar con los Abogados de la Clase o el Administrador del Acuerdo para más información. Asimismo, puede encontrar copias del Acuerdo de Liquidación y otros registros importantes del caso *online* en la siguiente dirección: <http://www.phoenixclassaction.com/howell-v-jonbec/>

**POR FAVOR NO CONTACTE CON EL SECRETARIO JUDICIAL, EL JUEZ.  
EL DEMANDADO, NI LOS ABOGADOS DEL DEMANDADO PARA FORMULAR PREGUNTAS.**

## **Exhibit B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

### CASE ASSUMPTIONS

Class Members	720
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	720
Subtotal Admin Only	\$12,122.20

**TOTAL COSTS \$12,000.00**

September 30, 2021

Case: Howell v. JonBec Care, Inc.

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	72	\$144.00
NCOA (USPS)	\$0.15	720	\$108.00
<b>Total</b>			<b>\$992.00</b>

### Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	720	\$108.00
Notice Packet & Opt-Out Form	\$0.95	720	\$684.00
Postage (up to 1 oz.)	\$0.60	720	\$432.00
Language Translation	\$1,200.00	1	\$1,200.00
Email Notice	\$850.00	1	\$850.00
<b>Total</b>			<b>\$3,589.00</b>

### Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	44	\$44.00
Remail Notice Packets	\$0.95	44	\$41.80
Postage	\$0.60	44	\$26.40
Programing Undeliverables	\$50.00	1	\$50.00
<b>Total</b>			<b>\$327.20</b>

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$15.00	1	\$15.00
Case Manager	\$115.00	4	\$460.00
<b>Total</b>			<b>\$1,340.00</b>



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,  
4 California 91203.

5 On **October 1, 2021**, I served the document(s) described as **DECLARATION OF KEVIN LEE IN**  
6 **SUPPORT OF PLAINTIFF’S UNOPPOSED MOTIONS FOR FINAL APPROVAL, FEES,**  
7 **COSTS, AND SERVICE AWARD** on the party(ies) in this action by delivering a true copy(ies)  
8 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)  
18 would be deposited with the U.S. Postal Service on that same day, with postage thereon fully  
19 prepaid, at Los Angeles, California in the ordinary course of business. I am aware that, on  
20 motion of the party served, service is presumed invalid if the postal-cancellation date or postage-  
21 meter date is more 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  
24 Office for express mail, and addressed to the person(s) at the address(es) above. I placed the  
25 envelope(s) or package(s) for collection and overnight delivery or express mail at an office or a  
26 regularly utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post  
27 Office.
- 28  **BY HAND DELIVERY:** I caused the document(s) to be delivered by hand to at least one of the  
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.

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

31 *David Zelenski*  
32 \_\_\_\_\_  
33 David Zelenski