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10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF SONOMA**
13

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

15
16 Plaintiff,

17 v.

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

19 Defendants.
20
21

Case No. SCV-267909

**DECLARATION OF DAVID ZELENSKI 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 (\$1,500,000 class-wide settlement); Stratford v. Citicorp West FSB, Monterey Super. Ct. No. M81026
2 (\$950,000 class-wide settlement).

3 4. Abigail Zelenski is an attorney at Zelenski Law, PC who worked on the within action.
4 She has been a licensed attorney for more than seventeen years, and I have worked with her since 2004.
5 She graduated from the University of Southern California (B.A. 2000), *magna cum laude*, and the
6 UCLA School of Law (J.D. 2003). She became a member of the State Bar of California in 2003. In
7 2013, 2014, 2015, 2016, 2017, and 2018, she was selected as a Super Lawyers Rising Star; in 2019,
8 2020, and 2021, she was selected as a Southern California Super Lawyer. She has worked on, or been
9 appointed as class counsel in, numerous class actions. E.g., Gonzalez, Sonoma Super. Ct. No. SCV-
10 261194; Coletti, Marin Super. Ct. No. CIV1600425; Brown, Marin Super. Ct. No. CIV1504091;
11 Deckard v. Banco Popular N. Am., related to Silva v. Banco Popular N. Am., C.D. Cal. No. CV 08-6709
12 (\$1,050,000 class-wide settlement); Lipps v. Int'l Coffee & Tea, LLC, Los Angeles Super. Ct. No.
13 BC405858 (\$150,000 class-wide settlement); Valenzuela v. ARES Group Inc., Los Angeles Super. Ct.
14 No. BC395292 (\$100,000 class-wide settlement); Lynch v. Universal Sec. Concepts, Inc., C.D. Cal. No.
15 CV-07-05908 (\$200,000 collective-action settlement); Ambers v. Treasure Entm't, Inc., C.D. Cal. No.
16 CV-09-8953; Dizon v. Ito, Inc., N.D. Cal. No. CV-10-00239 (\$2,451,000 class-wide settlement); Jacobs
17 v. Inst. of Reading Dev., Inc., N.D. Cal. No. 10-CV-00574 (\$275,000 class-wide settlement); Peralta v.
18 Macerich Mgmt. Co., Marin Super. Ct. No. CIV1004656 (\$2,200,000 class-wide settlement); Ho v. PHP
19 Ins. Serv. Inc., Santa Clara Super. Ct. No. 112CV236349 (\$90,000 class-wide settlement); Greenberg v.
20 EP Mgmt. Servs., LP, Los Angeles Super. Ct. No. BC237787; Brackett v. Saatchi & Saatchi, Los
21 Angeles Super. Ct. No. BC298728; Jenne v. On Stage Audio Corp., C.D. Cal. No. CV 04-2045;
22 Harrington v. Manpay, LLC, Los Angeles Super. Ct. No. BC312171; Alfano v. Int'l Coffee & Tea,
23 LLC, C.D. Cal. No. CV 04-8996; Hansen v. Advanced Tech Sec. Servs., Inc., Los Angeles Super. Ct.
24 No. BC 367175; Ophuls v. Sessions Payroll Mgmt., Inc., C.D. Cal. No. CV-07-04904; Clesceri v. Beach
25 City Investigations & Protective Servs., Inc., C.D. Cal. No. CV-10-3873; DeLeon v. Admiral Sec.
26 Servs., Inc., Alameda Super. Ct. No. RG11596478; Ho v. PHP Ins. Serv. Inc., Santa Clara Ct. No.
27 112CV236349.

28 5. In this action, Ms. Zelenski and I co-counseled with Mark Greenstone of Greenstone Law

1 APC. Mr. Greenstone’s qualifications are listed in the Declaration of Mark Greenstone filed
2 concurrently herewith. Both my office and Greenstone Law APC have dedicated substantial resources
3 to the action’s prosecution, and we intend to continue doing so through the duration of the action.

4 ***This Action Has Been Litigated Since 2019***

5 6. Although the Complaint in this action was not filed until March 2021, my office and Mr.
6 Greenstone commenced matters much earlier, in 2019. Specifically, on November 27, 2019, we gave
7 written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant
8 JonBec Care, Inc. of the provisions of the Labor Code that Plaintiff contended Defendant had violated in
9 connection with her employment. The purpose of the notice was to comply with the procedural
10 requirements of California’s Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*,
11 so that Plaintiff could recover civil penalties for Defendant’s alleged violations. A copy of Plaintiff’s
12 written PAGA notice is attached hereto as **Exhibit 2**. The following month, Defendant’s Counsel
13 reached out to Mr. Greenstone and me, and the Parties began to explore the possible early resolution of
14 Plaintiff’s claims.

15 7. In the meantime, Defendant filed its own notice with the LWDA, arguing that it had
16 cured the employer-address wage-statement violation alleged in Plaintiff’s written notice. This, in turn,
17 set off a series of LWDA filings by the Parties, including oppositions filed by Plaintiff to Defendant’s
18 cure notice, declarations filed by Defendant in support of the purported cure, and oppositions to those
19 declarations. Copies of all of these filings are attached hereto as **Exhibit 3**. Ultimately, the LWDA
20 concluded that Defendant had sufficiently cured the alleged employer-address violation by retroactively
21 providing corrected wage statements to all current and former employees for the period of time during
22 which the initially provided wage statements had failed to list Defendant’s complete address. A copy of
23 the LWDA’s decision is attached hereto as **Exhibit 4**.

24 8. At approximately the same time, the Parties began entering into a series of tolling
25 agreements so that they could negotiate in good faith without having to commence formal litigation,
26 copies of which (without their respective internal exhibits) are attached hereto as **Exhibit 5**. Under
27 those agreements, all relevant statutes of limitations and filing deadlines, including all filing deadlines
28 applicable to Plaintiff’s contemplated PAGA claim, were tolled from January 23, 2020, through August

1 18, 2020.² In March 2020, the Parties agreed to schedule a formal mediation with Todd Smith, Esq., a
2 seasoned labor and employment mediator, to help facilitate their settlement discussions.

3 9. In order to make the mediation productive, my office and Mr. Greenstone’s office
4 requested substantial “informal” discovery from Defendant, resulting in Defendant’s production of
5 thousands of pages of documents, including, importantly, Defendant’s written scheduling, meal-break,
6 and rest-break policies for the entirety of the relevant statutory period; computerized lists of all non-
7 exempt employees who had worked for Defendant at any time since January 23, 2016, along with each
8 such employee’s job title, hiring date, and, if applicable, termination date; and a computerized random
9 sampling of employees’ timekeeping and payroll data.

10 10. According to materials produced by Defendant, Defendant required all employees to
11 remain on site during rest breaks, scheduled only one employee per facility for each night shift (also
12 referred to as a “NOC shift”), and scheduled multiple employees per facility for each day shift. Also
13 according to the materials produced by Defendant, Defendant required all NOC-shift employees to
14 remain on site during meal breaks. As explained in the Memorandum of Points and Authorities
15 appended to the concurrently filed Motion for Final Approval, Plaintiff contends that these policies,
16 taken together, violate California’s meal-and-rest break requirements. More specifically, twenty-four-
17 hour residential care facilities are permitted to require employees to remain on site during rest periods
18 “if the employee is in sole charge of residents.” 8 Cal. Code Regs. § 11050 subsec. 12(C). Under
19 Plaintiff’s on-site rest-period theory, all day-shift employees are entitled to rest-break damages for each
20 and every day worked because, according to Defendant’s own scheduling policies, day-shift employees
21 were not the only ones working at any given facility, meaning that they were not “in sole charge of
22 residents.” Similarly, employees of twenty-four-hour residential care facilities are permitted to require
23 employees to remain on call during meal breaks if they are “in sole charge of the resident(s) and, on the
24 day shift, the employer provides a meal at no charge to the employee.” *Id.* § 11050 subsec. 11(E). Here,
25 Plaintiff’s theory is that all NOC-shift employees were required, by Defendant’s own policies, to remain
26

27 ² The Settlement Agreement inadvertently specifies a tolling end-date of July 17, 2020. Ex. 1 at 1.
28 July 17, 2020, was the date set forth in the Parties’ second tolling agreement; the Parties pushed out that
date to August 18, 2020, in their third tolling agreement, see Ex. 5, and then pushed out that date in
their Memorandum of Understanding, through the date of the filing of the Complaint, see Ex. 6.

1 on site during their meal breaks. Because Defendant scheduled, under its own policies, only one NOC-
2 shift employee per facility, and because all such employees were never provided any free meals from
3 Defendant (on account of the fact that Defendant had a policy of never providing free meals to
4 employees in the first place), all NOC-shift employees are entitled to meal-break damages for each and
5 every day worked. Because these theories turn on Defendant’s policies, it is unnecessary to analyze any
6 timekeeping data in order to estimate damages for missed breaks; instead, the only information required
7 to estimate damages here are the number of day shifts worked across the statutory period, on the one
8 hand, and the number of NOC shifts worked across the statutory period, on the other hand.

9 11. Timekeeping data, however, is useful for estimating damages under Plaintiff’s alternative
10 meal-and-rest-break theory. As explained in the Memorandum of Points and Authorities, even if
11 employees could leave the premises, they still could not take proper breaks because Defendant had
12 understaffed its facilities. In other words, Plaintiff alleges that, due to the press of business, Defendant’s
13 employees, in practice, frequently had their breaks interrupted, cut short, delayed, or prevented
14 altogether. As to this theory, Defendant provided Plaintiff with all of the timekeeping and payroll
15 records—*i.e.*, all clock-in, clock-out, and pay records for the entire statutory period—for a random
16 sampling of employees. This enabled my office and Mr. Greenstone’s office to estimate the total
17 number of missed, late, or shortened meal periods experienced by the Class.

18 12. Aside from improper breaks, Plaintiff also contends that Defendant’s wage statements
19 failed to list Defendant’s complete address. As to this issue, Defendant provided evidence to the
20 LWDA—in connection with the cure dispute—demonstrating that this violation occurred from April 7,
21 2017, through April 23, 2019, and again from August 8, 2019, through December 4, 2019.

22 ***Class Counsel’s Damage Analysis***

23 13. Based on the information and documents that Defendant has provided, my colleagues and
24 I have estimated the following:

- 25 a. Number of non-exempt employees who worked for Defendant at
26 any time from January 23, 2016, through September 16, 2020:

27 /////
28

729.³

1. Number of current non-exempt employees during this period: 163.
 2. Number of former non-exempt employees during this period: 566.
 3. Median hourly wage for non-exempt employees during this period: \$13.20.
 4. Number of shifts worked during this period across all employees, other than NOC shifts: 245,453.
 5. Number of NOC shifts worked during this period across all employees: 71,720.
- b. Number of non-exempt employees who worked for Defendant at any time from January 23, 2019, through September 16, 2020: 374.⁴
- c. Number of unique non-exempt employees who worked for Defendant (i) at any time from January 23, 2019, through April 23, 2019, or (ii) at any time from August 8, 2019, through December 4, 2019: 245.⁵
- d. Number of wage statements issued to non-exempt employees during the periods of time (i) from January 23, 2019, through April 23, 2019, on the one hand, and (ii) from August 8, 2019, through December 4, 2019, on the other hand: 3,197.⁶
- e. Number of pay periods, across all employees, that include at least one day shift for non-exempt employees who worked for

³ The Class alleged in the Complaint covers the period from January 23, 2016, through September 16, 2020. Compl. ¶ 19. As explained below, the September 16, 2020, end-date is the date that Defendant executed a Memorandum of Understanding seeking to resolve Plaintiff's claims in principle. As for the start-date, under the above-mentioned tolling agreements, January 23, 2020, is when Plaintiff's claims were first tolled; the Class stretches back four years from that date because Plaintiff's Complaint contends that the above-described violations constitute violations of California's unfair-competition law, section 17200 *et seq.* of the California Business and Professions Code, which has a four-year limitations period. Cal. Cal. Bus. & Prof. Code § 17208. The unfair-competition claim is *not* a separate claim for standalone relief; instead, like the waiting-time claim, it is derivative of Plaintiff's underlying claims for improper breaks. Plaintiff has asserted this claim because, while Labor Code claims for missed breaks are subject to a three-year limitations period, *see* Cal. Civ. Proc. Code § 338(a), unfair-competition claims essentially extend the relevant limitations period by a year.

⁴ This metric is used to calculate those wage-statement damages that are derivative of Plaintiff's alleged meal-and-rest-break claims. The relevant start-date here is in 2019, since wage-statement claims are subject to a one-year limitations period. *See* Cal. Civ. Proc. Code § 340(a).

⁵ As discussed above, Defendant's pay stubs did not list its complete address from April 7, 2017, through April 23, 2019, and again from August 8, 2019, through December 4, 2019. This metric therefore is used to calculate potential standalone wage-statement damages, *i.e.*, those wage-statement damages that stem from the alleged employer-address violation.

⁶ This metric is also used to calculate potential standalone wage-statement damages for the alleged employer-address violation.

1 Defendant at any time from November 27, 2018, through
2 September 16, 2020: 5,477.⁷

3 f. Number of pay periods, across all employees, that include at least
4 one NOC shift for non-exempt employees who worked for
5 Defendant at any time from November 27, 2018, through
6 September 16, 2020: 1,936.⁸

7 14. Assuming that each of the shifts identified in a.4. was at least three-and-a-half hours in
8 length, Class Counsel estimates that total rest-period damages under Plaintiff's on-site theory equal
9 \$3,239,979.60 (= \$13.20 hourly wage × 245,453 shifts).⁹ Similarly, assuming that each of the shifts
10 identified in a.5. was at least five hours in length, Class Counsel estimates that total meal-period
11 damages under Plaintiff's on-site theory equal \$946,704.00 (= \$13.20 hourly wage × 71,720 shifts).¹⁰
12 Total meal-and-rest-break damages under Plaintiff's on-call theory therefore equal approximately
13 \$4,186,683.60 (= \$3,239,979.60 + \$946,704.00).

14 15. Alternatively, according to Class Counsel's review of Defendant's timekeeping and
15 payroll records, there were 7,415 missed, late, or shortened meal breaks during the period from January
16 23, 2016, through September 16, 2020—i.e., instances where a meal break started after the fifth hour of
17 work, instances where a meal break was less than thirty minutes in length, or instances where a meal
18 break was not taken at all. Accordingly, under Plaintiff's alternative understaffing theory, total meal-
19 break damages equal \$97,878.00 (= \$13.20 hourly wage × 7,415 missed, late, or shortened meal breaks).
20 Since rest breaks in California, by their very nature, are taken "on the clock"—i.e., since California
21 employees do not clock out for rest breaks—there is no timekeeping data for missed, late, or shortened
22 rest breaks; however, assuming that Defendant's alleged understaffing affected employees' rest breaks
23 in the same way that it affected their meal breaks, it stands to reason that the \$97,878.00 amount is a
24 reasonable proxy for rest-break damages under Plaintiff's understaffing theory. Total meal-and-rest-

25 ⁷ This metric is used to calculate potential rest-period civil penalties, since November 27, 2018, is
26 one year prior to the date that Plaintiff provided her PAGA notice to the LWDA, and since the one-year
27 statute of limitations for PAGA claims, at most, runs from the date of the PAGA notice. See Cal. Civ.
28 Proc. Code § 340(a).

⁸ This metric is used to calculate potential meal-period civil penalties.

⁹ Of course, since not all shifts necessarily were at least three-and-a-half hours in length, this figure
overestimates potential damages.

¹⁰ Not all shifts necessarily were at least five hours in length, so this figure *overestimates* potential
damages.

1 break damages under Plaintiff’s understaffing theory therefore equal \$195,756.00 (= \$97,878.00 in
2 meal-break damages + \$97,878.00 in rest-break damages).

3 16. As discussed above, in addition to these “direct” damages, Plaintiff’s Complaint also
4 contends that Defendant is liable for derivative wage-statement damages, derivative waiting-time
5 damages, and civil penalties for the underlying failure to provide proper breaks. With respect to
6 derivative wage-statement damages, 374 individuals, as estimated above, worked for Defendant during
7 the relevant statutory period. Furthermore, according to the information provided by Defendant,
8 Defendant has always paid employees on a semi-monthly basis, *i.e.*, twice a month. From January 23,
9 2019, through September 16, 2020, there were approximately forty semi-monthly pay periods, virtually
10 maxing out the \$4,000.00 per-employee damages under the Labor Code. See Cal. Lab. Code
11 § 226(e)(1). Total derivative wage-statement damages therefore equal approximately \$1,496,000.00
12 (= \$4,000.00 per employee × 374 employees). Likewise, since there are approximately 566 former
13 employees, total waiting-time damages come to approximately \$1,793,088.00 (= \$13.20 hourly wage ×
14 8 hours per day × 30 days × 566 employees), under the methodology set forth by the Labor Code. See
15 id. § 203(a).

16 17. With respect to civil penalties for missed meal and rest breaks, damages are calculated on
17 a pay-period basis—not a per-violation basis—at the rate of \$50.00 per violation. See Cal. Lab. Code
18 § 558(a). See Steenhuyse v. UBS Fin. Servs., Inc., 317 F. Supp. 3d 1062 (N.D. Cal. 2018) (citing
19 Amaral v. Cintas Corp. No. 2, 163 Cal. App. 4th 1157, 1209 (2008)). Using that methodology, Class
20 Counsel estimates that Defendant faces total potential liability of \$273,850.00 in rest-period civil
21 penalties (= \$50.00 civil-penalty amount × 5,477 pay periods), and \$96,800.00 in meal-period civil
22 penalties (= \$50.00 civil-penalty amount × 1,936 pay periods).

23 18. Finally, with respect to Plaintiff’s standalone wage-statement theory concerning the
24 failure to list Defendant’s complete address, the data provided by Defendant indicate that approximately
25 3,197 defective pay stubs were issued to approximately 245 employees during the relevant statutory
26 period. Assuming that these pay stubs were evenly distributed across the 245 employees, Class Counsel
27 estimates that each employee received approximately fourteen defective pay stubs; using the damage
28 amounts set forth in section 226 of the Labor Code, total damages for this violation therefore equal

1 \$330,750.00 ((((\$50.00 damage amount × first wage statement) + (\$100.00 damage amount × 13
2 subsequent pay periods)) × 245 employees).

3 19. To recap, Class Counsel estimates that the maximum “direct” damages for the meal-and-
4 rest-break claims range from \$195,756.00 (under the understaffing theory) to \$4,186,683.60 (under the
5 on-site theories); as for “derivative” amounts stemming from those underlying alleged violations, Class
6 Counsel estimates that wage-statement damages equal \$1,496,000.00, waiting-time damages equal
7 \$1,793,088.00, rest-period civil penalties equal \$273,850.00, and meal-period civil penalties equal
8 \$96,800.00; and, as for “standalone” wage-statement damages attributable to the alleged employer-
9 address violation, Class Counsel estimates that damages equal \$330,750.00. Total potential damages
10 therefore range from \$195,756.00 to \$7,846,421.60 (= \$4,186,683.60 + \$1,496,000.00 + \$1,793,088.00
11 + \$273,850.00 + \$96,800.00).¹¹

12 *The Settlement*

13 20. Armed with a damage analysis, Mr. Greenstone, Ms. Zelenski, and I attended a full-day
14 mediation session on July 10, 2020. Although the case did not settle during the mediation session, the
15 mediator continued to facilitate discussions between the Parties over the next month-and-a-half.
16 Ultimately, the Parties accepted the mediator’s proposal to settle matters in principle for \$1.0 million,
17 for the benefit of 729 estimated putative Class Members. The \$1.0 million mediator’s proposal was
18 memorialized in a short-form Memorandum of Understanding signed by Defendant on September 16,
19 2020—attached hereto as **Exhibit 6**—and, subsequently, in the long-form Settlement Agreement
20 presently up for final approval. The Memorandum of Understanding further tolled all applicable statutes
21 of limitation through the date of the filing of the Complaint. Ex. 5 at § 1. In connection with executing
22 the Memorandum of Understanding, and upon further inquiry by Defendant, the Parties revised their
23 estimate of the number of Class Members to 727.

24 21. It is my opinion, based on my experience in litigating class actions and my understanding
25 of the risks involved in continued litigation of this action, that the Settlement is fair, reasonable, and

26 ¹¹ Standalone wage-statement damages are not included in this total because wage-statement
27 damages are measured by the number of improper statements, not by the number of violations that
28 appear on any given statement. See Cal. Lab. Code § 226(e)(1). Accordingly, the lesser damage
amount for the employer-address violation is subsumed by the greater damage amount for the derivative
wage-statement violations since, again, derivative wage-statement damages hit the statutory cap.

1 adequate for several reasons.

2 22. **First**, both my co-counsel and I have discussed with Plaintiff Danielle Howell her role as
3 the Class Representative, and she has informed us that she understands and accepts her responsibilities,
4 that she is committed to pursuing the claims of the Class, and that she is unaware of any conflicts of
5 interest with the Class. Class Counsel likewise is unaware of any such conflicts. We also have
6 explained to Ms. Howell that any Service Award to which she might be entitled for her services in
7 securing the Settlement and for shouldering the risks of prosecuting the action is not guaranteed and is
8 subject to the Court’s approval.

9 23. **Second**, my colleagues and I are unaware of any other currently pending litigation
10 concerning wage-and-hour claims against Defendant. By settling the within action, therefore, no Class
11 Members will be compromising any rights at stake in other pending matters.

12 24. **Third**, I have weighed the total potential recovery available to the Class against, *inter*
13 *alia*, the risks set forth in the concurrently filed Motion for Final Approval. I have given special
14 consideration to Defendant’s defenses to Plaintiff’s on-site rest-break and meal-break theories. Under
15 these theories, Plaintiff essentially contends that all day-shift employees are entitled to rest-break
16 damages for each and every day worked because, according to Defendant’s own scheduling policies,
17 day-shift employees were not the only ones working at any given facility, meaning that they were not
18 “in sole charge of residents.” However, the problem Plaintiff faces is that, although multiple employees
19 may have been at the same facility at any given moment, that does not necessarily mean that each
20 employee was not in “sole charge” of the specific residents *assigned* to him or her. According to
21 Defendant, any given day-shift employee at any given facility may have been in sole charge of a *subset*
22 of the facility’s residents, which arguably places all such employees within the wage order’s rest-period
23 exemption. Conceptually, virtually the same defense applies to Plaintiff’s on-site meal-period theory.
24 Again, employees of twenty-four-hour residential-care facilities are permitted to require employees to
25 remain on call during meal breaks if they are in sole charge of the residents and, on the day shift, the
26 employer provides a meal at no charge to the employee. Here, Plaintiff’s theory is that all NOC-shift
27 employees were required, by Defendant’s own policies, to remain on site during their meal breaks.
28 Because Defendant scheduled, under its own further policies, only one NOC-shift employee per facility,

1 and because all such employees were never provided any free meals from Defendant (on account of the
2 fact that Defendant had a policy of never providing free meals to employees in the first place), all NOC-
3 shift employees are entitled to meal-break damages for each and every day worked. The problem here is
4 that, according to Defendant, the wage order’s free-meal exception *only* applies to *day-shift employees*.
5 In other words, Defendant contends that, if an employee is working a NOC shift, he or she can be
6 required to remain on site during a meal break so long as he or she is in sole charge of the residents,
7 regardless of whether any free meals are provided, since the free-meal requirement is limited to day
8 shifts *by the regulation’s express language*. This arguably places all NOC-shift employees within the
9 wage order’s meal-period exemption. In any event, there is *no case authority* reflecting whether
10 Plaintiff or Defendant is ultimately correct with respect to how the exemptions are supposed to be
11 interpreted.

12 25. I also have considered the fact that trial likely is still more than a year off, in light of the
13 current procedural posture of the action. In weighing all of the foregoing risks, I have reached the
14 conclusion that the Settlement is in the best interest of the Settlement Class as a whole. My colleagues
15 have reached the same conclusion, and they, too, strongly endorse the Settlement.

16 26. The Parties have obtained quotes from various established companies for the
17 administration of the Settlement. After reviewing the quotes, and in connection with preliminary
18 approval, the Parties recommended that Phoenix Settlement Administrators (“Phoenix”) act as the
19 Settlement Administrator for the Settlement. Attached hereto as **Exhibit 7** is a copy of Phoenix’s
20 settlement-administration estimate for this action. Phoenix estimated that total Settlement-
21 Administration expenses would not exceed \$12,000.00 for a Class of 727 individuals.

22 ***Developments Since the Settlement Was Preliminarily Approved***

23 27. On May 17, 2021, my office submitted a copy of the Settlement Agreement to the
24 LWDA, through the LWDA’s online portal. Attached hereto as **Exhibit 8** is a “PAGA Notice Public
25 Search—Case Detail” report, provided through the LWDA’s case-search website at [https://cadir.secure.
26 force.com/PagaSearch/](https://cadir.secure.force.com/PagaSearch/). As reflected on that report, the LWDA received a copy of the Settlement
27 Agreement on May 17, 2021. To date, neither my office nor my co-counsel’s office has received any
28 objection—or any communication voicing any concern, for that matter—from the LWDA about the

1 Settlement Agreement.

2 28. The Court preliminarily approved the Settlement on July 9, 2021. See generally July 9,
3 2021, Minute Order. Further to the Court’s Order, Phoenix provided the Notice to the Class by both
4 first-class mail and e-mail on August 16, 2021, as set forth in the concurrently filed Declaration of
5 Kevin Lee in Support of Plaintiff’s Unopposed Motions for Final Approval, Fees, Costs, and Service
6 Award. See Decl. of Kevin Lee in Supp. of Pl.’s Unopposed Mots. for Final Approval, Fees, Costs, and
7 Service Award (“Lee Decl.”) ¶ 5. Prior to providing the Notice to the Class, and after receiving the
8 Class Data from Defendant, Phoenix determined that there were only 719 Class Members, not 727. See
9 id. ¶ 3.

10 29. On September 14, 2021, Defendant’s Counsel advised my office that there was an
11 individual who had inadvertently been excluded from the Class Data provided by Defendant to Phoenix.
12 In other words, on September 14, 2021, Defendant’s Counsel advised my office that there are 720 total
13 Class Members. Defendant’s Counsel advised that this individual had inadvertently been excluded
14 because the Class consists only of individuals who, during the Settlement Period, were classified at any
15 time as non-exempt, and because she had been reclassified during the Settlement Period from non-
16 exempt to exempt. Upon being informed of this mistake, Defendant’s Counsel and I immediately
17 advised Phoenix to deliver the Notice to the inadvertently excluded individual by both first-class mail
18 and e-mail. As reflected in the Declaration of Kevin Lee, Phoenix so delivered the Notice on September
19 14, 2021. See id. ¶ 6.

20 *Attorney’s Fees and Costs*

21 30. Zelenski Law, PC and my co-counsel—again, Greenstone Law APC—took this case on a
22 contingency basis, and we have invested time and resources in this case without any compensation to
23 date. At the time that my co-counsel and Zelenski Law, PC began work on this case—again, back in
24 2019—there was no obvious indication that a settlement would be reached or that the litigation would be
25 successful. As described above, this case had a very real possibility of an unsuccessful outcome; further
26 continued litigation also carries a number of very specific risks that could result in no recovery for the
27 Class and no compensation for Class Counsel. In addition, because of the time and effort necessary to
28 litigate this case, my office was precluded from pursuing other cases or undertaking other representation.

1 Having said that, I believe that the attorney’s fees and costs incurred in this matter are fair and
2 reasonable, that the requested fees and costs fairly compensate Class Counsel, and that those fees and
3 costs fall well within the range of reasonableness and are in line with the common practice in cases of
4 this type. Below, I set forth the nature of the work that Zelenski Law, PC has performed in this case.

5 31. Abigail Zelenski and I were involved in all major efforts by Class Counsel in this action.
6 Each of those efforts generally fall into one of five phases of the litigation: (a) preliminary
7 investigation; (b) discovery, including any “informal discovery” in connection with mediation; (c)
8 mediation and settlement; (d) law-and-motion matters; and (e) case management.

9 32. The information in this Declaration regarding my office’s time and expenses is taken
10 directly from a time-and-expense case-management system maintained by Zelenski Law, PC in the
11 ordinary course of business. I am the attorney who oversaw the day-to-day activities in the above-
12 captioned action, and I reviewed these records in connection with the preparation of this Declaration.
13 The purpose of this review was to confirm the accuracy of the entries on the records, as well as the
14 necessity for, and reasonableness of, the time and expenses committed to the litigation. It is the policy
15 and practice of Zelenski Law, PC to contemporaneously record time and expenses as matters are
16 completed and costs are incurred. As a result of this review, I believe that the time reflected in Zelenski
17 Law, PC’s lodestar calculation and the expenses for which payment is sought are reasonable and were
18 necessary for the effective and efficient prosecution and resolution of the action. In addition, I believe
19 that the expenses are all of a type that would be normally charged to a fee-paying client in the private
20 legal market.

21 33. After review of the time-and-expense records, the total number of hours spent in the
22 Action by attorneys at Zelenski Law, PC is 252.50, as of September 30, 2021. A breakdown of the
23 lodestar per attorney is provided below. The total lodestar amount for Zelenski Law, PC’s time is based
24 on the hourly rates under the Adjusted Laffey Matrix for the Sacramento area. All time-and-expense
25 entries are current through September 30, 2021, and my office is ready and able to provide detailed time
26 records for *in camera* review if the Court so desires.

27 34. As explained in the accompanying Motion for Fees, Costs, and Service Award, courts
28 often refer to the Laffey Matrix—an index of attorney rates in Washington D.C.—to assess the

1 reasonably of attorney rates. A true and correct copy of the Adjusted/Updated Laffey Matrix is
2 attached hereto as **Exhibit 9** (available at <http://www.laffeymatrix.com/see.html> (last visited September
3 14, 2021)).

4 35. As also discussed in the accompanying Motion, the rates set forth in the Laffey Matrix
5 can be adjusted to areas outside of the District of Columbia by using the U.S. Office of Personnel
6 Management’s (“OPM”) Locality Pay Tables. Here, the rates should be adjusted from the Washington,
7 D.C. area to the Sonoma County area (where the action is pending) or the Los Angeles area (where
8 Class Counsel is located). A copy of the OPM’s 2021 salary table for the “San Jose-San Francisco-
9 Oakland, CA” area, which area encompasses Sonoma County, see [https://www.opm.gov/policy-data-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/locality-pay-area-definitions/#SJ-CA)
10 [oversight/pay-leave/salaries-wages/2021/locality-pay-area-definitions/#SJ-CA](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/locality-pay-area-definitions/#SJ-CA), is attached hereto as
11 **Exhibit 10**. That 2021 table specifies a cost-of-living index for Sonoma County of +41.44%. Attached
12 hereto as **Exhibit 11** is a copy of the OPM’s 2021 salary table for the “Los Angeles-Long Beach, CA”
13 area, which specifies a cost-of-living index for Los Angeles County of +32.41%. Finally, attached
14 hereto as **Exhibit 12** is a copy of the OPM’s 2021 salary table for the “Washington-Baltimore-
15 Arlington, DC-MD-VA-WV-PA” area, which specifies a cost-of-living index for Washington, D.C. of
16 +30.48%. All three of these 2021 salary tables are available at [https://www.opm.gov/policy-data-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/general-schedule/)
17 [oversight/pay-leave/salaries-wages/2021/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/general-schedule/).

18 36. Using the methodology adopted by Chief Judge Vaughn R. Walker in In re Chiron Corp.
19 Securities Litigation, No. C-04-4293 VRW, 2007 WL 4249902 (N.D. Cal. Nov. 30, 2007), there is an
20 8.4% upward cost-of-living adjustment for the Sonoma County area ($= (141.44 - 130.48) \div 130.48$), and
21 a 1.5% upward cost-of-living adjustment for the Los Angeles area ($= (132.41 - 130.48) \div 130.48$).
22 Adjusting the Laffey Matrix figures accordingly yields the following rates:

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<i>Laffey Matrix for D.C., Sonoma, and Los Angeles</i>			
<i>Experience</i>	<i>D.C.</i>	<i>Sonoma (+8.4%)</i>	<i>Los Angeles (+1.5%)</i>
20+	\$919.00	\$996.20	\$932.79
11–19	\$764.00	\$828.18	\$775.46
8–10	\$676.00	\$732.78	\$686.14
4–7	\$468.00	\$507.31	\$475.02
1–3	\$381.00	\$413.00	\$386.72

37. As detailed above, Ms. Zelenski and I have each been practicing law for sixteen years. Based on the foregoing table, a reasonable hourly rate in the within action for each of us ranges from \$775.46 to \$828.18. Below are various tables that categorize the time spent by Zelenski Law, PC in this case according to the five categories identified above in paragraph 31 of this Declaration. Again, those categories are (a) preliminary investigation; (b) discovery, including any “informal discovery” in connection with mediation; (c) mediation and settlement; (d) law-and-motion matters; and (e) case management.

38. **Category 1: Preliminary Investigation.** This phase of the litigation includes research into the law and facts concerning Plaintiff’s potential claims against Defendant, preparing the Complaint and other case-initiating documents, reviewing Defendant’s responses to those initiating documents, and communicating (whether by e-mail, telephone, or video conference) with my co-counsel, Defendant’s Counsel, and Plaintiff as to the same. The work performed by Zelenski Law, PC during this phase of the litigation is summarized in the below table, with the lodestar calculated using the *lesser* of the two Laffey Matrix locality-adjusted hourly rates.

/////

Category 1: Preliminary Investigation			
Attorney	Hourly Rate	Hours Worked	Lodestar
Abigail Zelenski	\$775.46	0.90	\$697.91
David Zelenski	\$775.46	22.50	\$17,447.85
Total		23.40	\$18,145.76

39. **Category 2: Discovery, Including Any “Informal” Discovery in Connection with Mediation.** This phase of the litigation includes determining the materials to request from Defendant for the purpose of conducting a comprehensive damage analysis; meeting and conferring with Defendant’s Counsel regarding the production of those materials; reviewing the materials produced by Defendant (namely, Plaintiff’s personnel-file materials; Defendant’s written scheduling, meal-break, and rest-break policies for the entirety of the relevant statutory period; computerized lists of all non-exempt employees who had worked for Defendant at any time since January 23, 2016, along with each such employee’s job title, hire date, and, if applicable, termination date; and a computerized random sampling of employees’ timekeeping and payroll data); conducting the damage analysis; and communicating (whether by e-mail, telephone, or video conference) with my co-counsel, Defendant’s Counsel, and Plaintiff as to the same. The work performed by Zelenski Law, PC during this phase of the litigation is summarized in the below table, with the lodestar calculated using the *lesser* of the two Laffey Matrix locality-adjusted hourly rates.

Category 2: Discovery, Including Any “Informal” Discovery in Connection with Mediation			
Attorney	Hourly Rate	Hours Worked	Lodestar
Abigail Zelenski	\$775.46	0.50	\$387.73
David Zelenski	\$775.46	48.60	\$37,687.36
Total		49.10	\$38,075.09

40. **Category 3: Mediation and Settlement.** This phase of the litigation includes research as

1 to the selection of a mediator; preparing and executing the various tolling agreements so that the Parties
 2 could preserve the status quo pending mediation; drafting the mediation brief; attending the mediation
 3 session itself; engaging in post-session negotiations with Defendant’s Counsel, including those
 4 facilitated by the mediator; drafting, reviewing, and revising various iterations of the Memorandum of
 5 Understanding, the Settlement Agreement, and associated documents (e.g., the Notice to be delivered to
 6 Class Members); and communicating (whether by e-mail, telephone, or video conference) with my co-
 7 counsel, Defendant’s Counsel and Plaintiff as to the same. The work performed by Zelenski Law, PC
 8 during this phase of the litigation is summarized in the below table, with the lodestar calculated using
 9 the *lesser* of the two Laffey Matrix locality-adjusted hourly rates.

<i>Category 3: Mediation and Settlement</i>			
<i>Attorney</i>	<i>Hourly Rate</i>	<i>Hours Worked</i>	<i>Lodestar</i>
Abigail Zelenski	\$775.46	14.90	\$11,554.35
David Zelenski	\$775.46	61.80	\$47,923.43
Total		76.70	\$59,477.78

17 41. ***Category 4: Law-and-Motion Matters.*** This phase of the litigation includes working on
 18 the briefing for the Motion for Preliminary Approval, the Motion for Final Approval, and the Motion for
 19 Fees, Costs, and Service Award; reviewing the Court’s Orders regarding the same; providing notice
 20 under PAGA to the LWDA for Defendant’s alleged violations of the California Labor Code; reviewing
 21 and opposing Defendant’s filings with the LWDA concerning those alleged violations; reviewing the
 22 LWDA’s ultimate ruling as to Defendant’s possible cure of those violations; and communicating
 23 (whether by e-mail, telephone, or video conference) with my co-counsel, Defendant’s Counsel, and
 24 Plaintiff as to the same. The work performed by Zelenski Law, PC during this phase of the litigation is
 25 summarized in the below table, with the lodestar calculated using the *lesser* of the two Laffey Matrix
 26 locality-adjusted hourly rates.

27 /////

Category 4: Law-and-Motion Matters			
Attorney	Hourly Rate	Hours Worked	Lodestar
Abigail Zelenski	\$775.46	4.80	\$3,722.21
David Zelenski	\$775.46	79.80	\$61,881.71
Total		84.60	\$65,603.92

42. **Category 5: Case Management.** This phase of the litigation includes drafting, editing, and reviewing various stipulations, notices, and status reports; dealing with scheduling issues; coordinating with the Settlement Administrator regarding the implementation of the Settlement Agreement; addressing inquiries from Class Members about the Settlement; and communicating (whether by e-mail, telephone, or video conference) with my co-counsel, Defendant’s Counsel, and Plaintiff as to the same. The work performed by Zelenski Law, PC during this phase of the litigation is summarized in the below table, with the lodestar calculated using the *lesser* of the two Laffey Matrix locality-adjusted hourly rates.

Category 5: Case Management			
Attorney	Hourly Rate	Hours Worked	Lodestar
Abigail Zelenski	\$775.46	3.30	\$2,559.02
David Zelenski	\$775.46	15.40	\$11,942.08
Total		18.70	\$14,501.10

43. Again, as of September 30, 2021, the total number of hours spent in the action by attorneys at Zelenski Law, PC across all five categories is 252.50. According to the concurrently filed Declaration of Mark Greenstone—which categorizes his firm’s hours using into the same categories discussed in my Declaration, and which also uses the Laffey Matrix’s locality-adjusted hourly rates—my co-counsel has spent a total of 195.80 hours in this action, with 122.30 incurred by Mark Greenstone (at an hourly rate of \$932.79) and 73.50 incurred by Sharon Lin (at an hourly rate of \$775.46). All told,

1 then, Class Counsel’s total number of hours spent as of September 30, 2021, is 448.30, and their lodestar
2 is \$366,880.18 (= (122.30 hours × \$932.79 per hour) + (73.50 hours × \$775.46 per hour) + (252.50
3 hours × \$775.46 per hour))

4 44. In 2017, the Marin and Los Angeles Superior Courts approved hourly rates for Ms.
5 Zelenski and me of approximately \$700.00, based on submissions from Ms. Zelenski and me using the
6 Laffey Matrix’s locality-adjusted rates. See, e.g., Coletti v. Nugget Market, Inc., Marin Super. Ct. No.
7 CIV1600425 (June 16, 2017, wage-and-hour final approval order granting fees based on a requested
8 \$698.70 hourly rate for David Zelenski and Abigail Zelenski); Brown v. The Cheesecake Factory
9 Restaurants, Inc., Marin Super. Ct. No. CIV1504091 (July 11, 2017, wage-and-hour final approval order
10 granting fees based on a requested \$698.70 hourly rate for David Zelenski and Abigail Zelenski);
11 Rodriguez v. Hawk II Environmental Corp., Los Angeles Super. Ct. No. BC625121 (August 28, 2017,
12 wage-and-hour final approval order granting fees based on a requested \$700.76 hourly rate for David
13 Zelenski and Abigail Zelenski).

14 45. Based on my experience in prior class-wide litigation, I conservatively anticipate that
15 Class Counsel will expend an additional twenty hours attending the final fairness hearing, continuing to
16 oversee the claims process for the Settlement, and continuing to respond to Class Member inquiries.

17 I have read the foregoing, and I declare, under penalty of perjury of the laws of the United States
18 and the State of California, that the foregoing is true and correct. Executed on October 1, 2021, in the
19 County of Los Angeles, State of California.

20 *David Zelenski*
21 _____
22 David Zelenski
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EXHIBIT 1

CLASS-ACTION AND PAGA SETTLEMENT AGREEMENT

This Class-Action and PAGA Settlement Agreement (“Agreement” or “Settlement Agreement”) is made between DANIELLE HOWELL (“Plaintiff”), on the one hand, and JONBEC CARE, INC. (“Defendant”), on the other. Plaintiff and Defendant will at times be referred to collectively as the “Parties” and may individually be referred to as a “Party.”

RECITALS

WHEREAS, on November 27, 2019, Plaintiff gave notice to the California Labor and Workforce Development Agency (“LWDA”) by online filing, and to Defendant by certified mail, of various provisions of the California Labor Code alleged by Plaintiff to have been violated by Defendant, including the facts and theories to support those alleged violations.

WHEREAS, the Parties engaged in mediation with Mediator Todd A. Smith on July 10, 2020, regarding the claims raised by Plaintiff.

WHEREAS, prior to the mediation, the Parties had entered into several agreements tolling the applicable statutes of limitations for all claims stemming from Plaintiff’s employment with Defendant, including any such claim brought on behalf of a class or on a representative basis. Under those agreements, the statutes of limitations were tolled from January 23, 2020, through July 17, 2020.

WHEREAS, on September 14, 2020, the Parties entered into a Memorandum of Understanding concerning Plaintiff’s claims, under which the Parties agreed to the terms of a mediator’s proposal from Mediator Todd A. Smith. The Memorandum of Understanding extended the tolling period through the date that Plaintiff files the Complaint (defined below). The Memorandum of Understanding provides that the Parties will execute a long-form settlement agreement concerning Plaintiff’s settled claims.

WHEREAS, the Parties wish to resolve and settle Plaintiff’s claims in their entirety, including the Released Claims (defined below) against the Released Parties (defined below).

Therefore, in consideration of the promises in this Agreement, the Parties agree as follows:

DEFINITIONS

1. “Class” or “Class Members” refers to the class, which the Parties agree shall be certified for settlement purposes only, as follows: All individuals who were employed by Defendant in California as non-exempt employees at any time during the period of January 23, 2016, through September 16, 2020.

2. “Class Counsel” is Greenstone Law APC and Zelenski Law, PC.

3. “Class Data” means the best information in Defendant’s possession, custody, or control with respect to each Class Member’s name, last-known address, Social Security number, last-known telephone number, last-known e-mail address, dates of employment during the

Settlement Period, and Workweeks.

4. “Class Representative” refers to Plaintiff.
5. “Complaint” refers to the complaint to be filed by Plaintiff in a mutually agreeable state-court venue for purposes of effectuating the Settlement.
6. “Court” refers to the state-court venue where the Complaint is filed.
7. “Defendant’s Counsel” is Colin P. Calvert from Fisher & Phillips LLP.
8. “Effective Date” is the date when all of the following have occurred:
 - a. Execution of this Settlement Agreement by the Parties and their respective counsel of record.
 - b. Entry of a preliminary-approval order.
 - c. Filing by Class Counsel, on or before the date of the final-approval hearing, of the Settlement Administrator’s verification, in writing, that the Notice to the Class has been disseminated in accordance with the Court’s order granting preliminary approval of the Settlement.
 - d. Entry of an order by the Court granting final approval of the Settlement.
9. “Employer Taxes” refer to the employer’s share of the payroll taxes and contributions owed with respect to the wage portions of the Individual Settlement Shares to Settlement Class Members under local, state, and federal laws, *inter alia*, the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and for unemployment insurance. The Employer Taxes are not included in the Gross Settlement Amount.
10. “Gross Settlement Amount” refers to the amount of one million dollars and zero cents (\$1,000,000.00) that Defendant will pay in its entirety and without reversion to Defendant, pursuant to this Agreement.
11. “Individual Settlement Shares” means the *pro rata* portion of the Net Settlement Amount distributable to each Settlement Class Member, based upon the Settlement Class Members’ respective number of Workweeks.
12. “LWDA” means the California Labor and Workforce Development Agency.
13. “Net Settlement Amount” means the funds available for distribution to Settlement Class Members from the Gross Settlement Amount after deducting the following, as approved by the Court: (a) Settlement-Administration Expenses, (b) Class Counsel’s attorneys’ fees and costs, (c) the Class Representative’s Service Award, and (d) the LWDA’s share of the PAGA Payment.
14. “Notice” means the notice of class-action settlement, in a form to be determined by

Class Counsel and Defendant's Counsel.

15. "PAGA Payment" means thirty-thousand dollars and zero cents (\$30,000.00) from the Gross Settlement Amount, with 25% of the payment going to Settlement Class Members and 75% going to the State of California.

16. "Parties" refers to the Class Representative and Defendant, collectively.

17. "Released Parties" refers to Defendant, as well as all of Defendant's current and former parent companies, affiliates, subsidiaries, trustees, predecessors, assignees, employees, officers, directors, policyholders, attorneys, agents, general agents, agencies, brokers, third-party administrators, insurers, reinsurers, and all other entities and persons in privity with Defendant.

18. "Released Claims" has the meaning set forth in section 45 below.

19. "Response Deadline" means the date sixty (60) calendar days after the Settlement Administrator first delivers the Notice to the Class.

20. "Service Award" refers to the amount to be paid to Plaintiff to compensate her for her time and effort on behalf of the Class.

21. "Settlement" means the terms and conditions set forth in this Agreement.

22. "Settlement Class" or "Settlement Class Members" means all Class Members who do not timely submit a valid request for exclusion, consistent with the procedures described herein.

23. "Settlement Administrator" means a third-party company, mutually agreed to by the Parties, that is responsible for administering the Settlement. The Parties each represent that they will select a Settlement Administrator in which they have no financial interest, and with which they have or other relationship that could create a conflict of interest.

24. "Settlement-Administration Expenses" means expenses incurred by the Settlement Administrator in effectuating the Settlement, distributing Notice to the Class Members, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

25. "Settlement Period" means the time period of January 23, 2016, through September 16, 2020.

26. "Workweeks" are the number of weeks that a Settlement Class Member worked for Defendant in California during the Settlement Period as a non-exempt employee, which will be calculated by the Settlement Administrator using inclusive dates of employment during the Settlement Period to determine the total number of days an employee was employed by Defendant, and dividing that number by seven to compute the number of workweeks. Each Settlement Class Member who is a former employee will be deemed to have worked an additional two Workweeks.

SETTLEMENT PAYMENT

27. In consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

28. **Complaint:** Plaintiff agrees to file a Complaint in a mutually agreeable state-court venue for purposes of effectuating the Settlement. The allegations in the Complaint will be limited to those matters addressed during the July 10, 2020, mediation between the Parties.

29. **Settlement Amount:** Defendant agrees to pay a Gross Settlement Amount of one million dollars and zero cents (\$1,000,000.00) on a non-reversionary basis, and Defendant will not retain any portion of the Gross Settlement Amount. The Gross Settlement Amount includes: (i) Class Counsel's attorneys' fees and costs, (ii) a Class Representative Service Award, (iii) a PAGA Payment, and (iv) the Settlement Administrator's Settlement-Administration Expenses. Defendant shall fund 50% the Gross Settlement Amount (\$500,000) to the Settlement Administrator within three (3) business days of the final-approval order, \$250,000.00 within three (3) months of the final-approval order, and the remaining \$250,000.00 within six (6) months of the final-approval order. Defendant's principals, Jonathan Joseph and Becky Joseph, shall personally guarantee the second and third installment payments in the gross amount of five-hundred thousand dollars and zero cents (\$500,000.00). No benefit, including, but not limited to, 401(k) retirement benefits, shall increase or accrue as a result of any payment made as a result of this Agreement.

a. **Attorneys' Fees and Expenses:** In conjunction with final approval of this Settlement Agreement, Class Counsel will request attorneys' fees in an amount totaling up to one-third of the Gross Settlement Amount. Defendant will not oppose such application for attorneys' fees. Defendant also agrees not to oppose a request for actually incurred and documented attorneys' expenses.

b. **Service Award:** Defendant shall not oppose a request for a Class Representative service award to Plaintiff of up to \$10,000.00, to be paid out of the Gross Settlement Fund.

c. **PAGA Payment:** The PAGA payment of \$30,000.00 shall be made from the Gross Settlement Amount, with 25% of the payment going to Class Members (as part of their Individual Settlement Shares) and 75% of going to the State of California.

d. **Settlement-Administration Expenses:** Settlement-Administration Expenses shall be paid from the Gross Settlement Amount. If the Settlement Agreement is terminated for any reason, then Defendant shall bear the cost of any Settlement-Administration Expenses incurred up to that date.

ALLOCATION AND TAX TREATMENT

30. **Treatment of Individual Settlement Shares:** For tax-characterization purposes and

the payment of taxes, the distribution to Settlement Class Members shall be treated as follows: (i) 55% shall be treated as lost wages, subject to applicable withholdings, for which an IRS Form W-2 will be issued to the extent required; and (ii) 45% will be treated as liquidated damages, penalties, and interest, for which an IRS Form 1099 shall be issued to the extent required.

31. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

32. Tax Liability: Plaintiff, Class Counsel, the Released Parties, and Defendant's Counsel make no representations or warranties as to the tax consequences, treatment, or legal effect of any payments made under this Settlement Agreement, and they do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability; nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement Class Members understand and agree that they will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income-tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR

33. The Settlement Administrator will perform the duties of translating and distributing the Notice in both English and Spanish; receiving, reviewing, and processing requests for exclusion, objections, and disputes regarding Workweeks; and calculating, verifying, and distributing Individual Settlement Payments to Settlement Class Members, as described in this Settlement Agreement. The Settlement Administrator will provide weekly reports to the Parties, in summary or narrative form, regarding the number of timely Workweeks disputes, requests for exclusion, and objections that the Settlement Administrator received, and will provide a declaration of due diligence to the Parties regarding notice administration within ten (10) business days of the deadline for a response to be issued.

NOTICE TO THE CLASS

34. Within ten (10) business days of the date that the Court grants preliminary approval of the Settlement, Defendant shall provide the Class Data to the Settlement Administrator. Defendant agrees to provide this information in a format reasonably acceptable to the Settlement Administrator.

35. The Settlement Administrator shall send the Notice in both English and Spanish to the Settlement Class Members, by first-class U.S. mail and by e-mail, within fifteen (15) business days of the date on which the Class Data is received by the Settlement Administrator from Defendant. The Notice shall contain the estimated Individual Settlement Share that each Class Member is eligible to receive, as well as their respective Workweeks. The Notice will provide information regarding the nature of the case; the terms of the Settlement; the binding nature of the

release; the date of the final-approval hearing; and Class Members' right to request exclusion from the Settlement, object to the Settlement, or dispute the Workweeks credited to each of them.

a. Class Data Updates: Prior to sending the Notice to Class Members, the Settlement Administrator shall use the United States Postal Service National Change of Address List to locate updated addresses to ensure that the Notice is sent to all Class Members at the addresses most likely to result in immediate receipt of the Notice.

b. Undeliverable Mailed Notices: Any mailed Notices returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of a robust skip-trace procedure or other search, and, if another mailing address is identified by the Settlement Administrator, shall perform a re-mailing within three (3) business days of receipt of the returned Notice.

c. Unopened E-Mail Notices: For any e-mailed Notices that the Settlement Administrator reasonably determines did not bounce back but were unopened, the Settlement Administrator shall send one additional e-mailed Notice to all such Class Members.

d. Settlement Website: At the same time that the Notice is initially sent to the Class, the Settlement Administrator shall establish a Settlement website. The Settlement website will contain information relevant to Class Members, including, but not limited to, all applicable deadlines, this Settlement Agreement, the Notice, all papers filed by the Parties in support of the Settlement (including any motion for attorneys' fees or costs), orders of the Court pertaining to the Settlement, and contact information for reaching the Settlement Administrator via a toll-free telephone number, facsimile, e-mail, and U.S. mail. The Settlement website shall be rendered inactive 200 calendar days after the date that Individual Settlement Checks are mailed to Settlement Class Members.

e. Supplemental Notice to the Class: To the extent that the Parties agree that supplemental notice to the Class should be provided (*e.g.*, for the purpose of correcting an error by the Settlement Administrator in connection with disseminating the original Notice), the Parties may direct the Settlement Administrator to provide such supplemental notice without the need of any intervention or approval by the Court, provided that the Parties agree on the language of such supplemental notice.

36. Upon completion of the steps outlined in section 35 above, the Parties, their respective counsel, and the Settlement Administrator shall be deemed to have satisfied their obligations to provide notice to the Class, and, regardless of whether a Class Member actually receives the Notice or cashes his or her Individual Settlement Payment check, he or she shall remain a Settlement Class Member and shall be bound by all the terms of the Settlement Agreement (provided that he or she has not validly excluded himself or herself from the Settlement).

EXCLUSION PROCESS

37. Class Members may opt out of the Settlement by submitting 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 no later than fourteen (14) calendar days after the date that Plaintiff files motions for final approval of the Settlement and approval of Class Counsel's attorneys' fees and costs, Settlement-Administration Expenses, the Class Representative's Service Award, and the LWDA's share of the PAGA Payment. A request for exclusion must: (a) state the case name and number; (b) state the Class Member's name, current address, current telephone number, and last four digits of his or her Social Security number; (c) contain a clear statement that the Class Member wishes to opt out of the Settlement; and (d) be signed by the Class Member. 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.

OBJECTION PROCESS

38. Class Members who do not opt out of the Settlement (*i.e.*, Settlement Class Members) have the right to object to the Settlement. Written objections to the Settlement must be mailed, e-mailed, or faxed to the Settlement Administrator, postmarked or time-stamped no later than fourteen (14) calendar days after the date that Plaintiff files motions for final approval of the Settlement and approval of Class Counsel's attorneys' fees and costs, Settlement-Administration Expenses, the Class Representative's Service Award, and the LWDA's share of the PAGA Payment.

39. Objections must: (a) state the Settlement Class Member's name, current address, current telephone number, and last four digits of his or her Social Security number; (b) state the case name and number; (c) describe why the Settlement Class Member objects to the Settlement; and (d) be signed by the Class Member. Deficient or untimely objections to the Settlement shall not be considered, unless otherwise ruled by the Court.

40. All objections to the Settlement that are submitted to the Settlement Administrator shall be forwarded by the Settlement Administrator to respective counsel for the Parties within three (3) calendar days of receipt.

41. Class Members who submit both a timely request for exclusion and a timely objection will be treated as having objected only, and the request for exclusion will be deemed invalid.

DISPUTE PROCESS

42. The Notice will apprise each Class Member of the total number of Workweeks that have been credited to him or her, based on Defendant's records that have been used to calculate his or her estimated Individual Settlement Share. These calculations shall be based on Defendant's

records, which are presumed to be correct unless a Class Member provides credible or persuasive evidence to the contrary.

43. If a Class Member does not wish to dispute the Workweeks that are set forth in the Notice, then the Class Member need do nothing, and payment will be made based on Defendant's records.

44. If a Class Member wishes to dispute or challenge the Workweeks that are set forth in the Notice, then the Class Member must submit a written dispute to the Settlement Administrator, by mail, e-mail, or facsimile, postmarked or time-stamped on or before the Response Deadline. To be valid, any Workweeks dispute must contain: (a) the case name and number; (b) the Class Member's name, current address, current telephone number, and last four digits of his or her Social Security number; (c) a clear statement explaining that the Class Member wishes to dispute his or her Workweeks; (d) the number of Workweeks that he or she contends is correct; (e) documentation or other evidence to support the Class Member's contention that he or she was not credited with the correct number of Workweeks; and (f) 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.

RELEASE

45. Class Release: Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff and all Settlement Class Members fully release and discharge the Released Parties from any and all claims, debts, wages, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, restitution, injunctive relief, actions, or causes of action arising under California law that were pled in the Complaint, or that could have been pled in the Complaint, based on the factual allegations contained in the Complaint, including, but not limited to, any such claims for wage-statement violations; meal-period violations, rest-period violations, and associated premium pay; interest; "waiting-time" penalties, violations of California Labor Code sections 201-04, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and claims pursuant to California Business & Professions Code section 17200, *et seq.* and California Labor Code section 2698 *et seq.* that arose during the Settlement Period ("Released Claims"). The Released Claims expressly exclude all disability claims, workers' compensation claims, and claims outside the Settlement Period.

46. Individual Release: Plaintiff, for herself and for her heirs, executors, administrators, successors, and assigns, hereby releases, acquits, and forever discharges Defendant and the Released Parties from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, interest, attorneys' fees, losses, and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that she has or may have arising out of any known or unknown fact, condition, or incident occurring prior to the date of her signing this Agreement, and arising out of or in connection with any claims, demand, charges, or

complaints relating to her employment with the Released Parties. This includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, interest, attorneys' fees, costs, actual damages, compensatory damages, and punitive damages, as well as all claims for any other type of relief relating to, arising out of, or based upon any claims for contribution arising out of the Complaint. Nothing in this Agreement is intended to release any workers' compensation claims, claims related to Plaintiff's employment arising after the date of execution of this Agreement, or any claims that are unrelated to the Complaint.

47. Waiver of Section 1542: Plaintiff hereby represents that it is her intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees, and costs herein above released. Plaintiff hereby expressly waives and relinquishes all of her rights and benefits, if any, arising under the provisions of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

48. Effect of Release: This Settlement Agreement in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in California Civil Code section 1541, that is, the extinguishment of obligations herein designated.

JUDICIAL APPROVAL OF SETTLEMENT AND CLASS CERTIFICATION

49. For settlement purposes only, the Parties agree that the Class shall be certified. This Settlement Agreement is contingent upon the approval and certification by the Court of the Class for settlement purposes only. Defendant does not waive, and instead expressly reserves, its right to challenge the propriety of class certification for any purpose should the Court not approve the Settlement. In connection with the proposed certification of the Class, the Parties shall cooperate and present to the Court for its consideration competent evidence, as may be requested by the Court, under the applicable due-process requirements and standards for class certification. In the event that either preliminary or final approval of the Settlement is not obtained or, if obtained, is reversed upon appeal, the Parties shall be returned to their respective positions in the action as they existed as of the filing of the Complaint. Furthermore, nothing said or represented in connection with obtaining approval by the Court with respect to this Settlement, either on a preliminary or final basis, shall be admissible for any purpose other than to obtain approval by the Court of this Settlement and to interpret or enforce the terms of this Agreement.

50. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this

Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

51. Defendant understands that, in the course of applying for Court approval of the Settlement, the Class Representative will be required to submit sufficient evidence to support the fairness of the Settlement. Defendant affirmatively agrees to assist and support the Class Representative in providing such evidence and, if requested by the Class Representative, will provide declaration(s) or other admissible evidence reflecting the number of Class Members, their compensation information, and the number of Workweeks that they worked during the Settlement Period.

52. The Parties agree that neither they nor their respective counsel will solicit or otherwise encourage, directly or indirectly, Class Members to request exclusion from the Settlement, object to the Settlement, or appeal the Court's order granting final approval of the Settlement and judgment based thereon. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

EFFECTUATION OF SETTLEMENT

53. Calculation of Individual Settlement Shares: Settlement Class Members' respective Individual Settlement Shares will be calculated by the Settlement Administrator based on their respective number of Workweeks. Each Settlement Class Member shall be entitled to a percentage share of the Net Settlement Amount, calculated by dividing the number of Workweeks worked by the Settlement Class Member by the aggregate number of Workweeks worked by all Settlement Class Members, and multiplying the resulting percentage by the value of the Net Settlement Amount. Each Settlement Class Member's Workweeks will be determined by reference to Defendant's records, subject to the dispute process described above in sections 42 through 44 of this Agreement.

54. Disbursement of Individual Settlement Shares: Individual Settlement Shares will be distributed by the Settlement Administrator to Settlement Class Members within fifteen (15) business days after all three Gross Settlement Amount installment payments have been made. The Settlement Administrator shall mail the Individual Settlement Shares to Settlement Class Members via first-class mail.

55. Disbursement of Attorneys' Fees and Costs: Class Counsel's attorneys' fees and costs, as approved by the Court, will be distributed by the Settlement Administrator to Class Counsel within ten (10) business days after all three Gross Settlement Amount installment payments have been made. The Settlement Administrator shall distribute Class Counsel's attorneys' fees and costs to Class Counsel by wire transfer. Class Counsel's attorneys' fees and costs shall be reported on an IRS Form 1099.

56. Disbursement of Service Award: The Class Representative's Service Award, as

approved by the Court, will be distributed by the Settlement Administrator to Class Counsel within ten (10) business days after all three Gross Settlement Amount installment payments have been made. The Service Award shall be reported on an IRS Form 1099.

57. Disbursement of the LWDA's Share of the PAGA Payment: The LWDA's share of the PAGA Payment, as approved by the Court, will be distributed by the Settlement Administrator to the LWDA within fifteen (15) business days after all three Gross Settlement Amount installment payments have been made.

58. Uncashed Checks: All Individual Settlement Share checks not cashed within 180 calendar days of mailing shall be paid to a mutually agreeable *cy pres* recipient, in accordance with section 384 of the California Code of Civil Procedure.

59. Disbursement of Settlement-Administration Expenses: The Settlement Administrator's Settlement-Administration Expenses, as approved by the Court, shall be paid from the Gross Settlement Fund upon completion of all duties required to be performed by the Settlement Administrator under the terms of this Agreement, or as otherwise required by the Court.

MISCELLANEOUS PROVISIONS

60. Not Void Due to Change in Law: The Parties may not void this Agreement because of changes in the law or results of litigation in other cases.

61. No Admission of Liability: It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement of the Action, and that the promises, payments, and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Released Parties. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative proceeding, court proceeding, or legal proceeding (other than to enforce the terms of this Agreement or as required by a valid court order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff whatsoever.

62. No Publicity: The Parties and their respective counsel agree that they will not issue any press release, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this case or the fact, amount, or terms of this Settlement. In addition, the Parties and their respective counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including, but not limited to, any postings on any website maintained by Class Counsel. Any communication about the Settlement to Class Members (other than Plaintiff) prior to preliminary approval of the Settlement will be limited to a statement that a settlement has been reached and that the details will be communicated in a forthcoming Court-approved Notice. Nothing in the Settlement Agreement shall restrict Class Counsel from disclosing and including all publicly available information regarding this case and the Settlement in any documents filed with any court or in any judicial submission (*e.g.*, CVs, declarations regarding adequacy or experience, *etc.*).

63. Confidentiality: Until a motion for preliminary approval of the Settlement is filed, the negotiations, terms, and existence of this Settlement Agreement will remain strictly confidential and shall not be discussed with anyone other than the Parties of record, counsel of record, their respective retained consultants, and the Mediator. Any confidentiality associated with the terms of this Settlement shall expire upon the filing of a motion for preliminary approval of the Settlement, except the negotiations and discussions prior to entering into this Settlement Agreement shall remain strictly confidential unless otherwise ordered by the Court or necessary to obtain Court approval of the Settlement. Defendant may disclose the Settlement in filings that it is required to make by law, including, but not limited to, filings with the Securities and Exchange Commission, including 10-Q and 10-K filings, as applicable.

64. Acknowledgment: The Parties acknowledge that there is a genuine dispute as to the claims alleged in the Complaint. Plaintiff further acknowledges that, were it not for this Agreement, she would not necessarily be entitled to receive compensation from Defendant.

65. Attorneys' Fees and Costs: Other than the attorneys' fees and costs provided for in the Settlement Agreement, the Parties agree that they will bear their own attorneys' fees and costs incurred in connection with the matters pled in the Complaint. The Parties acknowledge that they will satisfy any obligation owed to, or liens asserted by, any counsel they have consulted or retained.

66. No Additional Recovery: It is the intent of this Settlement Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in the Released Claims with respect to the payment of the Gross Settlement Amount shall not recover, directly or indirectly, any sums from the Released Parties other than the funds received pursuant to this Settlement Agreement.

67. Entire Agreement and Modification of the Settlement: This Settlement Agreement constitutes the entire agreement between the Parties regarding actual or potential claims that could have been asserted by Plaintiff against the Released Parties within the scope of the releases contained herein. This Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the settlement of those claims. No other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Settlement Agreement cannot be orally modified. Any amendment or modification to this Settlement Agreement must be in writing, signed by respective counsel for the Parties, and approved by the Court.

68. No Reliance upon Representations by the Other Side: Plaintiff represents and acknowledges that, in executing this Settlement Agreement, she did not rely, and has not relied, upon any representation or statement made by Defendant or its agents, attorneys, or representatives with regard to the subject matter of this Agreement, or its basis, or the effects of this Settlement Agreement, other than those representations specifically set forth in this written document.

69. Binding Nature; No Assignment: This Settlement Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns, subsidiaries and related entities, and all other entities with whom Plaintiff has been, is now, or may hereafter be affiliated with, and shall inure to the benefit of Plaintiff, her agents, directors, officers,

employees, servants, successors, and assigns. Plaintiff promises and guarantees that she has not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

70. Construction: This Settlement Agreement is the product of arms' length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any Party because that Party caused it to be reduced to a written instrument.

71. Fairness of Settlement: Plaintiff agrees that this Settlement is fair, reasonable, and adequate.

72. Effect of Illegality: Should any part, term, or provision of this Settlement Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Settlement Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

73. Compliance with Terms; No Waiver: The failure to insist upon compliance with any term, covenant, or condition contained in this Settlement Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Settlement Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

74. Enforcement Costs: The Parties agree that, in the event litigation is initiated by either Party concerning a purported breach this Settlement Agreement by Plaintiff or Defendant, the prevailing Party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with that litigation, in addition to any other relief granted.

75. Governing Law and Jurisdiction: This Settlement Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

76. Section Headings: The section and paragraph headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

77. Counterparts; PDF and Facsimile Signatures: This Settlement Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Settlement Agreement and each of which shall be deemed to be one and the same instrument. A facsimile, electronic, or .PDF signature shall be treated as an original signature for all purposes.

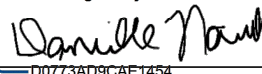
78. Representative Capacity: Each Party executing this Settlement Agreement in a representative capacity represents and warrants that it is empowered to do so.

79. Survival of Warranties and Representations: The warranties and representations of this Settlement Agreement are deemed to survive the date of execution thereof.

80. Voluntary and Knowing: This Settlement Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: 1/7/2021, 2020

DocuSigned by:

D0773AD9CAE1454...

Danielle Howell

JONBEC CARE, INC.

Dated: _____, 2020

By: _____

Its: _____

AS TO SECTION 28:

Dated: _____, 2020

Jonathan Joseph

Dated: _____, 2020

Becky Joseph

APPROVED AS TO FORM:

GREENSTONE LAW APC
ZELENSKI LAW, PC

Dated: _____, 2020

Mark S. Greenstone
Abigail Zelenski
David Zelenski
Attorneys for Plaintiff

Dated: _____, 2020

FISHER & PHILLIPS LLP

Colin P. Calvert
Attorneys for Defendant

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The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: _____, 2020

Danielle Howell

JONBEC CARE, INC.

Dated: _____, 2020

By: _____

Its: _____

AS TO SECTION 28:

Dated: _____, 2020

Jonathan Joseph

Dated: _____, 2020

Becky Joseph

APPROVED AS TO FORM:

GREENSTONE LAW APC
ZELENSKI LAW, PC

Dated: January 8, 2021, ~~2020~~

David Zelenski

Mark S. Greenstone
Abigail Zelenski
David Zelenski
Attorneys for Plaintiff

Dated: _____, 2020

FISHER & PHILLIPS LLP

Colin P. Calvert
Attorneys for Defendant

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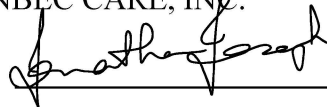
The Parties, with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: _____, 2020

Danielle Howell

Dated: January 20, 2021, ~~2020~~

JONBEC CARE, INC.

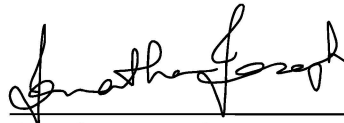
By: 

President

Its: _____

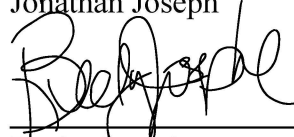
AS TO SECTION 28:

Dated: January 20, 2021, ~~2020~~



Jonathan Joseph

Dated: January 20, 2021, ~~2020~~



Becky Joseph

APPROVED AS TO FORM:

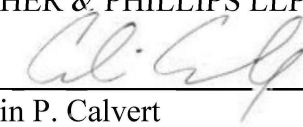
GREENSTONE LAW APC
ZELENSKI LAW, PC

Dated: _____, 2020

Mark S. Greenstone
Abigail Zelenski
David Zelenski
Attorneys for Plaintiff

Dated: January 20, 2021, ~~2020~~

FISHER & PHILLIPS LLP



Colin P. Calvert
Attorneys for Defendant

EXHIBIT 2

GREENSTONE LAW APC

Mark S. Greenstone
1925 Century Park East – Suite 2100
Los Angeles, CA 90067
T: 310-201-9156 / F: 310-201-9160
mgreenstone@greenstonelaw.com

November 27, 2019

VIA ONLINE FILING

California Labor and Workforce Development Agency
ATTN: PAGA Administrator

VIA CERTIFIED MAIL

JonBec Care, Inc.
1711 Plum Lane
Redlands, California 92374

VIA CERTIFIED MAIL

JonBec Care, Inc.
c/o Becky Joseph, Registered Agent
7650 Luane Trail
Colton, California 92324

Re: Notice of Claims Under Private Attorney General Act

To the California Labor and Workforce Development Agency and to JonBec Care, Inc.:

This office represents Danielle Howell (“Claimant”), a former employee of JonBec Care, Inc. (“Respondent”). Claimant contends that Respondent violated various provisions of the California Labor Code, and she seeks to prosecute a civil action under the Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*, to collect civil penalties based on those violations. The purpose of this letter is to comply with PAGA’s procedural requirements for bringing such an action.

Claimant seeks relief on behalf of herself, the State of California, and other persons who were employed by Respondent in California as non-exempt employees and were not paid minimum wages and/or overtime wages, not provided with proper meal and rest periods, not provided with accurate wage statements, not provided with paid sick leave, and not paid all wages due upon termination, among other violations as outlined herein (“Aggrieved Employees”). This letter is sent in compliance with the notice requirements of California Labor Code section 2699.3.

Factual Background

Claimant was hired by Respondent as a direct-care staff member on approximately March 5, 2019. Her employment ended in about July of 2019. While employed, she worked at one of

Respondent's facilities to take care of six mentally disabled adults by providing self-care training and therapeutic treatments.

Due to severe understaffing by Respondent, Claimant and other Aggrieved Employees did not receive meal and/or rest periods. While Respondent promised Claimant that she would be compensated for missed meal periods, this did not occur. In addition, Claimant and other Aggrieved Employees were not paid any overtime wages when they worked more than eight hours in a day or forty hours in a week. This often occurred when Claimant and other Aggrieved Employees would begin work early or would work longer than their scheduled shift, and then were required to go in the system and remove their overtime hours. Claimant and other Aggrieved Employees also did not receive paid sick leave pursuant to California law.

In addition, Respondent unlawfully failed to pay all wages due, as Respondent withheld accrued but unused vacation time upon termination. Finally, Respondent failed to provide accurate wage statements in compliance with California law, as the wage statements issued to Claimant and other Aggrieved Employees failed to include overtime wages, meal- and rest-period premiums, and the employer's address.

Violation of California Labor Code §§ 510 and 1198

California Labor Code sections 510 and 1198, and section 3 of the Industrial Welfare Commission's ("IWC") Wage Order 5, require employers to pay an employee working more than eight hours in a day or forty hours in a workweek at a rate of one-and-a-half times the employee's regular rate of pay for all such hours. Sections 510 and 1198 of the Labor Code, and section of Wage Order 5, further provide that employers are required to pay an employee working more than twelve hours in a day compensation at a rate of two times his or her regular rate for all such hours. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

Respondent willfully failed to pay all overtime wages owed to Claimant and other Aggrieved Employees. During the relevant time period, Claimant and other Aggrieved Employees were not paid overtime premiums at the correct rate for all of the hours they worked in excess of eight hours a day, twelve hours a day, and/or forty hours a week because all hours that they worked were not properly recorded. For instance, Claimant and other Aggrieved Employees would begin work early or work longer than their scheduled shifts, and then were required to go in the system and remove their overtime hours.

In addition to performing off-the-clock work before and after their scheduled shifts, Claimant and other Aggrieved Employees were subjected to Respondent's company-wide practice of failing to provide adequate meal-break coverage to allow employees to take compliant meal periods. Instead, Respondent engaged in a practice of impeding and preventing employees from taking meal periods by under-staffing its facilities such that there is no one available to cover the job assignments for employees who need to take meal breaks. Respondent knew or should have known that, as a result of these company-wide practices, Claimant and other Aggrieved Employees were tending to duties during their meal periods, and thereby

performing work for which they were not paid. Respondent also knew, or should have known, that they did not compensate Claimant and other Aggrieved Employees for this and other off-the-clock work.

Because Claimant and other Aggrieved Employees regularly worked shifts of eight hours a day or more, or forty hours a week or more, some of this off-the-clock work performed during unpaid meal periods qualified for overtime premium pay. Therefore, Claimant and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked. Respondent's failure to pay Claimant and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of Labor Code sections 510 and 1198, and Wage Order section 3.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code section 558) pursuant to Labor Code section 2699.

Violation of California Labor Code §§ 1182.12, 1194, 1197, and 1198

California Labor Code sections 1182.12, 1194, 1197, and 1198, and section 4 of Wage Order 5, require employers to pay a minimum wage to employees. The payment of a lesser wage than the minimum is unlawful.

As set forth above, Claimant and other Aggrieved Employees worked off the clock before and after their scheduled shift times without compensation. In addition, due to Respondent's company-wide failure to provide meal periods and adequate meal-break coverage, Claimant and other Aggrieved Employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, in order to complete their job duties. As stated, Respondent required Claimant and other Aggrieved Employees to work during their thirty-minute unpaid meal periods due to Respondent's systemic and company-wide understaffing and failure to provide enough coverage for meal periods to be taken by its employees. Respondent did not pay minimum wages for meal periods. As explained above, Claimant and other Aggrieved Employees' work through their meal periods qualified for overtime premium payments; to the extent that these off-the-clock hours did not qualify for overtime, Respondent did not pay at least the minimum wages for those hours worked off-the-clock, in violation of California Labor Code sections 1182.12, 1194, 1197, and 1198.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code section 1197.1) pursuant to Labor Code section 2699.

Violation of California Labor Code §§ 226.7, 512(a), and 1198

California Labor Code sections 226.7, 512(a), and 1198, and sections 11 and 12 of Wage Order 5, require employers to provide meal and rest breaks and to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Under these sections, an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted meal period of not less than thirty minutes, except that, if the total work

period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. In addition, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041–42 (2012). Labor Code sections 226.7 and 512(a), and section 11 of Wage Order 5, also require employers to provide a second meal break of not less than thirty minutes if an employee works over ten hours per day, or to pay an employee one additional hour of pay at the employee's regular rate, except that, if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an IWC Wage Order. Section 12 of Wage Order 5 provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period," and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof," unless the "total daily work time is less than three and one-half (3 ½) hours."

As mentioned above, Respondent's company-wide failure to schedule meal periods and failure to provide adequate meal-break coverage prevented Claimant and other Aggrieved Employees from taking compliant meal periods. As a result of these practices and/or policies, Claimant and other Aggrieved Employees were frequently required to continue to perform their duties without being able to take timely, compliant meal periods. Additionally, Respondent discouraged and impeded Claimant and other Aggrieved Employees from taking compliant breaks by requiring them to provide uninterrupted service without providing them with meal-break coverage. Claimant and other Aggrieved Employees did not receive second thirty-minute meal periods on days that they worked in excess of ten hours in one day. Respondent also often asked its employees to continue working and, given the nature of the job, knew that employees could not simply take a break when there was not adequate coverage, thereby further discouraging and preventing them from taking timely, uninterrupted meal periods to which they were entitled. Claimant and other Aggrieved Employees did not sign valid meal-break waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, Respondent knew or should have known that, as a result of these policies, Claimant and other Aggrieved Employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods, and that Respondent did not pay other Aggrieved Employees meal-period premium wages when they were denied. As a result, Claimant and other Aggrieved Employees had to work through part or all of their meal periods, had to have their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Claimant and other Aggrieved Employees were sometimes made to work over five hours straight before Respondent permitted and authorized them to take their meal periods.

As with meal periods, Respondent's scheduling policies and practices, or lack thereof, prevented Claimant and other Aggrieved Employees from being relieved of all duty in order to take compliant rest periods. Respondent similarly failed to schedule rest periods for Claimant

and other Aggrieved Employees on a company-wide basis. Respondent's management would request that employees refrain from taking rest breaks in order to provide completion of their assigned duties. As a result, Claimant and other Aggrieved Employees would sometimes work shifts in excess of three-and-a-half and six hours without receiving all uninterrupted ten-minute rest periods to which they were entitled.

Respondent has also engaged in a company-wide practice and/or policy of not paying meal- and rest-period premiums owed when compliant meal and rest periods are not provided. Because of this practice and/or policy, Claimant and other Aggrieved Employees have not received premium pay for missed meal and/or rest periods.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code section 558) pursuant to Labor Code sections 2699.

Violation of California Labor Code §§ 226(a), 1174(d), and 1198

California Labor Code section 226(a) requires employers to provide employees with accurate itemized wage statements. Section 226(e) provides that, if an employer fails to comply with providing an employee properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in any subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

During the relevant time period, Respondent knowingly and intentionally provided Claimant and other Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. Specifically, Respondent violated sections 226(a)(1), (a)(2), (a)(5), and (a)(9). Because Respondent failed to pay for work performed off the clock and deducted time from Claimant and other Aggrieved Employees' records for meal periods they did not actually take (and therefore time for which they should have been paid), Respondent did not list the correct amount of hours worked and gross wages earned by Claimant and other Aggrieved Employees in compliance with sections 226(a)(1) and (a)(2). For the same reason, Respondent failed to list the correct amount of net wages earned by Claimant and other Aggrieved Employees in violation of section 226(a)(5), as well as correct hourly rates in violation of section 226(a)(9). Additionally, Respondent failed to list the address of the legal entity that employed Claimant and other Aggrieved Employees on the wage statements, as required by Labor Code section 226(a)(8).

The wage-statement deficiencies include, among other things, failing to accurately list total hours worked by employees; failing to list all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-

the-clock.

In addition, California Labor Code section 1174(d) provide that “[e]very person employing labor in this state shall . . . [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Respondent willfully failed to maintain accurate payroll records for Claimant and other Aggrieved Employees showing the hours worked and the wages paid, all as a result of underlying violations set forth in this letter.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to section 7 of IWC Wage Order 5, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. As described above, during the relevant time period, Respondent failed, on a company-wide basis, to keep records of meal-period start and stop times for Claimant and other Aggrieved Employees, in violation of Wage Order 5.

Respondent had no policy of timekeeping for employee meal breaks; a thirty-minute period for first meal periods was simply automatically deducted from employee pay. Furthermore, in light of Respondent’s failure to provide Claimant and other Aggrieved Employees with second thirty-minute meal periods to which they were entitled, Respondent kept no records of meal start and end times for second meal periods.

Because Respondent failed to provide the accurate number of total hours worked on wage statements, Claimant and other Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Claimant and Aggrieved Employees have had to look to sources outside of the wage statements themselves and to reconstruct time records in order to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code sections 226.3 and 1174.5) pursuant to Labor Code section 2699.

Violation of Labor Code § 246

Pursuant to California Labor Code section 246, Respondent was required to provide Claimant and other Aggrieved Employees with paid sick leave. Although Claimant and Aggrieved Employees were qualifying employees under this section of the Labor Code,

Respondent failed to provide them with any days of paid sick leave, even when they were out of work for valid medical reasons.

Claimant and other Aggrieved Employees are entitled to recover civil penalties (including those set forth by Labor Code section 248.5) pursuant to Labor Code section 2699.

Violation of California Labor Code § 204

California Labor Code section 204 requires that all wages earned by any person in any employment between the first and fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of employment, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed, and that all wages earned by any person in any employment between the sixteenth and the last day, inclusive, of any calendar month, other than those wages due upon termination of employment, are due and payable between the first and tenth day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, section 204 provides that its requirements are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

As set forth above, during the relevant time period, Respondent failed to pay Claimant and other Aggrieved Employees all wages due them, including, but not limited to, overtime wages, minimum wages, and meal- and rest-period premium wages, within any time period specified by California Labor Code section 204.

Claimant and Aggrieved Employees are therefore entitled to recover penalties (including those set forth by Labor Code section 210) pursuant to Labor Code section 2699.

Violation of California Labor Code §§ 201, 202, 203, and 227.3

California Labor Code sections 201, 202, and 203 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that, if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Such wages include accrued vacation pay, as set forth in Labor Code section 227.3.

Based on the violations described above, Respondent willfully failed to pay Claimant and other Aggrieved Employees who are no longer employed by Respondent all their earned wages, including, but not limited to, overtime wages, minimum wages, and meal- and rest-period premium wages, either at the time of discharge or within seventy-two hours of their leaving Respondent's employ, in violation of California Labor Code sections 201, 202, and 203. In

addition, Respondent failed to pay Claimant and other Aggrieved Employees their respective accrued vacation pay

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code section 2699.

Attorney's Fees, Costs, Interest, and Penalties

Labor Code sections 218.5, 218.6, 226(e), 1194, 1194.2, 2802, and 2698 *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit. Pursuant to Labor code section 2698 *et seq.*, Aggrieved Employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, Respondent is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney's fees, and will continue to incur costs because of Respondent's unlawful actions.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if, through discovery and/or expert review, Claimant becomes aware of additional claims, she reserves the right to revise these facts and/or add any new claims by amending this claim letter, or by adding applicable causes of action and additional representatives in the complaint for damages.

Based on the foregoing, Claimant wishes to bring a representative action under PAGA on behalf of herself and the State of California, as well as on behalf of all other Aggrieved Employees. Claimant requests that the Labor and Workforce Development Agency ("LWDA") investigate the above allegations and provide notice of its findings pursuant to PAGA's provisions. Alternatively, Ms. Howell requests that the LWDA inform her if it does not intend to investigate these violations so that she may proceed with her lawsuit including the violations discussed in this letter.

Concurrently with the online filing of this letter, Claimant will remit the \$75 filing fee to the LWDA. Please direct all future notices under PAGA to our office. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mark S. Greenstone", with a long horizontal flourish extending to the right.

Mark S. Greenstone, Esq.

EXHIBIT 3



fisherphillips.com

December 30, 2019

Irvine
2050 Main Street
Suite 1000
Irvine, CA 92614

(949) 851-2424 Tel
(949) 851-0152 Fax

Writer's Direct Dial:
(949) 798-2182

Writer's E-mail:
arozolis@fisherphillips.com

Via Online Filing:

California Labor and Workforce Development Agency
ATTN: PAGA Administrator

**Via Certified Mail -
Return Receipt Requested:**

Mark S. Greenstone, Esq.
Greenstone Law APC
1925 Century Park East-Suite 2100
Los Angeles, CA 90067

Exhibit 3

Re: *Danielle Howell v. JonBec Care, Inc.*
LWDA Case No. LWDA-CM-759361-19

Dear Mr. Greenstone and PAGA Administrator:

This firm is labor and employment counsel for JonBec Care Inc. ("JonBec"). Pursuant to the California Private Attorney General Act of 2004, California *Labor Code* Sections 2698, *et seq.*, in accordance with the requirements of section 2699.3(c)(2)(A), this letter shall constitute written notice of cure of certain alleged violations, including a description of the actions taken. Accordingly, no civil action pursuant to Section 2699 may commence.

Danielle Howell and her counsel, Greenstone Law APC, sent notices of claims under the Private Attorney General Act dated November 27, 2019, which were received by JonBec on December 2, 2019. I've enclosed these letters as Exhibit 1. As a preliminary matter, we note that these letters are insufficient to provide adequate notice as required under PAGA. The written notice requirements are detailed in *Labor Code* section 2699.3(a)(1), which provides that the notice must include "the specific provisions of this code alleged to have been violated, **including the facts and theories to support the alleged violation.**" In interpreting this provision courts have explained that this "requires an exceedingly detailed level of specificity for section 2699.3(a)(1) to be satisfied." *Soto v. Castlerock Farming and Transport, Inc.*, 2012 WL 1292519,

Fisher & Phillips LLP

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*8 (E.D. Cal. April 16, 2012). Indeed, the PAGA notice must be specific enough to enable the LWDA and the employer to glean the underlying factual basis for the alleged violations. *Stafford v. Dollar Tree Stores, Inc.*, 2015 WL 1509202, *4 (E.D. Cal. Apr. 1, 2015). In both cases, the courts noted that letters lacking specific factual allegations are insufficient to exhaust the administrative requirements of PAGA because such letters do not adequately describe the “facts and theories,” which serve as the basis of the purported PAGA violation. *Soto*, 2012 WL 1292519, at *8.¹ Instead of providing the required specific facts and theories to support Ms. Howell’s allegations, the letters recite the elements of various Labor Code sections and contains a smattering of conclusory allegations. Consequently, the notice sent via letters on November 27, 2019 is defective.

Moreover, Ms. Howell alleged that she was never paid her final pay check and vacation time at termination. Ms. Howell was never terminated, nor tendered her resignation at JonBec. Ms. Howell is still employed by JonBec.

The November 27, 2019 letters allege that JonBec failed to pay all wages earned, failed to pay overtime wages, failed to provide compliant thirty-minute meal periods, failed to authorize and permit compliant ten-minute rest periods, failed to pay all premium wages for missed or non-compliant meal and rest periods, failed to furnish compliant wage statements, failed to maintain required records, failed to pay earned and unpaid wages upon discharge, and failed to indemnify for expenses incurred in the discharge of duties pursuant to *Labor Code* Sections 201, 202, 203, 204, 226, 510, 512, 1174, 1194, 2802. In addition, they seek to recover civil penalties pursuant to *Labor Code* Section 2699(a)(1).

JonBec contends that during each pay period Ms. Howell was paid all wages earned, was paid overtime at the appropriate rate of overtime pay, was provided with compliant meal periods, was authorized and permitted compliant rest periods, was paid premium wages for any missed meal or rest periods, was furnished compliant wage statements, and was reimbursed for any expenses incurred in the discharge of her duties.

Further, pursuant to Cal. Lab. Code § 2699.3(c)(2)(a), this letter serves as written notice that any violations of Cal. *Labor Code* § 226(a)(8) referenced in the November 27, 2019 letter have been cured. Specifically, on December 27, 2019 JonBec provided by certified mail, amended wage statements to all its current and former employees in California, covering the time period from March 24, 2017 to December 4, 2019. Attached hereto as Exhibit 2 is an exemplar of the amended wage statements that were provided. These examples reflect amendments with

¹ Courts in numerous other cases have reached a similar conclusion. See e.g., *Ovieda v. Sodexo Operations, LLC*, NO CV 12-1750-GJK (SSx), 2013 WL 3887873, at *3-4 (C.D. Cal. Jul. 3, 2013); *Bradescu v. Hillstone Restaurant Group, Inc.*, 2014 WL 5312546, *11 (C.D. Cal. Sept. 18, 2014); *Singletary v. Teavana Corp.*, 2014 WL1760884, *3 (N.D. Cal. Apr. 2, 2014); 2013 WL 3887873, *3-4 (C.D. Cal. July 3, 2013); *Green v. Bank of America, Nat. Ass'n.*, 2013 WL 4614122, *2 (C.D. Cal. May 30, 2013); *Stafford v. Dollar Tree Stores, Inc.*, 2015 WL 1509202, *4 (E.D. Cal. Apr. 1, 2015); *Alcantar v. Hobart Service*, No. ED CV 11-1600 PSG (SPx), 2013 WL 228501, at *2-4 (C.D. Cal. Jan. 22, 2013); *Wong v. AT & T Mobility Servs. LLC*, Case No. 10-cv-8869-GW-FMOX, 2012 WL 8527485, at *2 (C.D. Cal. July 2, 2012).

Mark S. Greenstone
December 30, 2019
Page 3

regard to the name and address of the legal entity that is the employer. Attached as Exhibit 3 is a sample of the proof of service for these amended wage statements.

Amended wage statements were provided as described above to each and every current and former employee who worked for JonBec Care Inc. in California during the time period from March 24, 2017 to December 4, 2019 and were provided for each and every pay period worked by such employees. The amendments reflected on Exhibit 2 with regard to the name and address of the legal entity that is the employer also are, and will be, on a going forward basis reflected on all wage statements furnished by JonBec to its employees in California.

In summary, JonBec contends all the alleged violations set forth in the November 27, 2019 letter either were never violations in the first place, or if there were any such violations, they have been cured. Please consider this letter as a notice of cure under *Labor Code* Section 2699 pursuant to Section 2699.3(c)(2)(A). Feel free to contact us to discuss or if you need any further information.

Sincerely,


ALIX M. ROZOLIS
For FISHER & PHILLIPS LLP

Exhibit 3

AMR:bk
Enclosures

Exhibit 3

EXHIBIT “1”

GREENSTONE LAW APC
Mark S. Greenstone
1925 Century Park East – Suite 2100
Los Angeles, CA 90067
T: 310-201-9156 / F: 310-201-9160
mgreenstone@greenstonelaw.com

November 27, 2019

VIA ONLINE FILING
California Labor and Workforce Development Agency
ATTN: PAGA Administrator

VIA CERTIFIED MAIL
JonBec Care, Inc.
1711 Plum Lane
Redlands, California 92374

VIA CERTIFIED MAIL
JonBec Care, Inc.
c/o Becky Joseph, Registered Agent
7650 Luane Trail
Colton, California 92324

Re: Notice of Claims Under Private Attorney General Act

To the California Labor and Workforce Development Agency and to JonBec Care, Inc.:

This office represents Danielle Howell (“Claimant”), a former employee of JonBec Care, Inc. (“Respondent”). Claimant contends that Respondent violated various provisions of the California Labor Code, and she seeks to prosecute a civil action under the Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*, to collect civil penalties based on those violations. The purpose of this letter is to comply with PAGA’s procedural requirements for bringing such an action.

Claimant seeks relief on behalf of herself, the State of California, and other persons who were employed by Respondent in California as non-exempt employees and were not paid minimum wages and/or overtime wages, not provided with proper meal and rest periods, not provided with accurate wage statements, not provided with paid sick leave, and not paid all wages due upon termination, among other violations as outlined herein (“Aggrieved Employees”). This letter is sent in compliance with the notice requirements of California Labor Code section 2699.3.

Factual Background

Claimant was hired by Respondent as a direct-care staff member on approximately March 5, 2019. Her employment ended in about July of 2019. While employed, she worked at one of

Respondent's facilities to take care of six mentally disabled adults by providing self-care training and therapeutic treatments.

Due to severe understaffing by Respondent, Claimant and other Aggrieved Employees did not receive meal and/or rest periods. While Respondent promised Claimant that she would be compensated for missed meal periods, this did not occur. In addition, Claimant and other Aggrieved Employees were not paid any overtime wages when they worked more than eight hours in a day or forty hours in a week. This often occurred when Claimant and other Aggrieved Employees would begin work early or would work longer than their scheduled shift, and then were required to go in the system and remove their overtime hours. Claimant and other Aggrieved Employees also did not receive paid sick leave pursuant to California law.

In addition, Respondent unlawfully failed to pay all wages due, as Respondent withheld accrued but unused vacation time upon termination. Finally, Respondent failed to provide accurate wage statements in compliance with California law, as the wage statements issued to Claimant and other Aggrieved Employees failed to include overtime wages, meal- and rest-period premiums, and the employer's address.

Violation of California Labor Code §§ 510 and 1198

California Labor Code sections 510 and 1198, and section 3 of the Industrial Welfare Commission's ("IWC") Wage Order 5, require employers to pay an employee working more than eight hours in a day or forty hours in a workweek at a rate of one-and-a-half times the employee's regular rate of pay for all such hours. Sections 510 and 1198 of the Labor Code, and section of Wage Order 5, further provide that employers are required to pay an employee working more than twelve hours in a day compensation at a rate of two times his or her regular rate for all such hours. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

Respondent willfully failed to pay all overtime wages owed to Claimant and other Aggrieved Employees. During the relevant time period, Claimant and other Aggrieved Employees were not paid overtime premiums at the correct rate for all of the hours they worked in excess of eight hours a day, twelve hours a day, and/or forty hours a week because all hours that they worked were not properly recorded. For instance, Claimant and other Aggrieved Employees would begin work early or work longer than their scheduled shifts, and then were required to go in the system and remove their overtime hours.

In addition to performing off-the-clock work before and after their scheduled shifts, Claimant and other Aggrieved Employees were subjected to Respondent's company-wide practice of failing to provide adequate meal-break coverage to allow employees to take compliant meal periods. Instead, Respondent engaged in a practice of impeding and preventing employees from taking meal periods by under-staffing its facilities such that there is no one available to cover the job assignments for employees who need to take meal breaks. Respondent knew or should have known that, as a result of these company-wide practices, Claimant and other Aggrieved Employees were tending to duties during their meal periods, and thereby

performing work for which they were not paid. Respondent also knew, or should have known, that they did not compensate Claimant and other Aggrieved Employees for this and other off-the-clock work.

Because Claimant and other Aggrieved Employees regularly worked shifts of eight hours a day or more, or forty hours a week or more, some of this off-the-clock work performed during unpaid meal periods qualified for overtime premium pay. Therefore, Claimant and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked. Respondent's failure to pay Claimant and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of Labor Code sections 510 and 1198, and Wage Order section 3.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code section 558) pursuant to Labor Code section 2699.

Violation of California Labor Code §§ 1182.12, 1194, 1197, and 1198

California Labor Code sections 1182.12, 1194, 1197, and 1198, and section 4 of Wage Order 5, require employers to pay a minimum wage to employees. The payment of a lesser wage than the minimum is unlawful.

As set forth above, Claimant and other Aggrieved Employees worked off the clock before and after their scheduled shift times without compensation. In addition, due to Respondent's company-wide failure to provide meal periods and adequate meal-break coverage, Claimant and other Aggrieved Employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, in order to complete their job duties. As stated, Respondent required Claimant and other Aggrieved Employees to work during their thirty-minute unpaid meal periods due to Respondent's systemic and company-wide understaffing and failure to provide enough coverage for meal periods to be taken by its employees. Respondent did not pay minimum wages for meal periods. As explained above, Claimant and other Aggrieved Employees' work through their meal periods qualified for overtime premium payments; to the extent that these off-the-clock hours did not qualify for overtime, Respondent did not pay at least the minimum wages for those hours worked off-the-clock, in violation of California Labor Code sections 1182.12, 1194, 1197, and 1198.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code section 1197.1) pursuant to Labor Code section 2699.

Violation of California Labor Code §§ 226.7, 512(a), and 1198

California Labor Code sections 226.7, 512(a), and 1198, and sections 11 and 12 of Wage Order 5, require employers to provide meal and rest breaks and to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Under these sections, an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted meal period of not less than thirty minutes, except that, if the total work

period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. In addition, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041–42 (2012). Labor Code sections 226.7 and 512(a), and section 11 of Wage Order 5, also require employers to provide a second meal break of not less than thirty minutes if an employee works over ten hours per day, or to pay an employee one additional hour of pay at the employee's regular rate, except that, if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an IWC Wage Order. Section 12 of Wage Order 5 provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period," and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof," unless the "total daily work time is less than three and one-half (3 ½) hours."

As mentioned above, Respondent's company-wide failure to schedule meal periods and failure to provide adequate meal-break coverage prevented Claimant and other Aggrieved Employees from taking compliant meal periods. As a result of these practices and/or policies, Claimant and other Aggrieved Employees were frequently required to continue to perform their duties without being able to take timely, compliant meal periods. Additionally, Respondent discouraged and impeded Claimant and other Aggrieved Employees from taking compliant breaks by requiring them to provide uninterrupted service without providing them with meal-break coverage. Claimant and other Aggrieved Employees did not receive second thirty-minute meal periods on days that they worked in excess of ten hours in one day. Respondent also often asked its employees to continue working and, given the nature of the job, knew that employees could not simply take a break when there was not adequate coverage, thereby further discouraging and preventing them from taking timely, uninterrupted meal periods to which they were entitled. Claimant and other Aggrieved Employees did not sign valid meal-break waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, Respondent knew or should have known that, as a result of these policies, Claimant and other Aggrieved Employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods, and that Respondent did not pay other Aggrieved Employees meal-period premium wages when they were denied. As a result, Claimant and other Aggrieved Employees had to work through part or all of their meal periods, had to have their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Claimant and other Aggrieved Employees were sometimes made to work over five hours straight before Respondent permitted and authorized them to take their meal periods.

As with meal periods, Respondent's scheduling policies and practices, or lack thereof, prevented Claimant and other Aggrieved Employees from being relieved of all duty in order to take compliant rest periods. Respondent similarly failed to schedule rest periods for Claimant

and other Aggrieved Employees on a company-wide basis. Respondent's management would request that employees refrain from taking rest breaks in order to provide completion of their assigned duties. As a result, Claimant and other Aggrieved Employees would sometimes work shifts in excess of three-and-a-half and six hours without receiving all uninterrupted ten-minute rest periods to which they were entitled.

Respondent has also engaged in a company-wide practice and/or policy of not paying meal- and rest-period premiums owed when compliant meal and rest periods are not provided. Because of this practice and/or policy, Claimant and other Aggrieved Employees have not received premium pay for missed meal and/or rest periods.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code section 558) pursuant to Labor Code sections 2699.

Violation of California Labor Code §§ 226(a), 1174(d), and 1198

California Labor Code section 226(a) requires employers to provide employees with accurate itemized wage statements. Section 226(e) provides that, if an employer fails to comply with providing an employee properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in any subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

During the relevant time period, Respondent knowingly and intentionally provided Claimant and other Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. Specifically, Respondent violated sections 226(a)(1), (a)(2), (a)(5), and (a)(9). Because Respondent failed to pay for work performed off the clock and deducted time from Claimant and other Aggrieved Employees' records for meal periods they did not actually take (and therefore time for which they should have been paid), Respondent did not list the correct amount of hours worked and gross wages earned by Claimant and other Aggrieved Employees in compliance with sections 226(a)(1) and (a)(2). For the same reason, Respondent failed to list the correct amount of net wages earned by Claimant and other Aggrieved Employees in violation of section 226(a)(5), as well as correct hourly rates in violation of section 226(a)(9). Additionally, Respondent failed to list the address of the legal entity that employed Claimant and other Aggrieved Employees on the wage statements, as required by Labor Code section 226(a)(8).

The wage-statement deficiencies include, among other things, failing to accurately list total hours worked by employees; failing to list all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-

the-clock.

In addition, California Labor Code section 1174(d) provide that “[e]very person employing labor in this state shall . . . [k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Respondent willfully failed to maintain accurate payroll records for Claimant and other Aggrieved Employees showing the hours worked and the wages paid, all as a result of underlying violations set forth in this letter.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to section 7 of IWC Wage Order 5, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. As described above, during the relevant time period, Respondent failed, on a company-wide basis, to keep records of meal-period start and stop times for Claimant and other Aggrieved Employees, in violation of Wage Order 5.

Respondent had no policy of timekeeping for employee meal breaks; a thirty-minute period for first meal periods was simply automatically deducted from employee pay. Furthermore, in light of Respondent’s failure to provide Claimant and other Aggrieved Employees with second thirty-minute meal periods to which they were entitled, Respondent kept no records of meal start and end times for second meal periods.

Because Respondent failed to provide the accurate number of total hours worked on wage statements, Claimant and other Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Claimant and Aggrieved Employees have had to look to sources outside of the wage statements themselves and to reconstruct time records in order to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties (including those set forth by Labor Code sections 226.3 and 1174.5) pursuant to Labor Code section 2699.

Violation of Labor Code § 246

Pursuant to California Labor Code section 246, Respondent was required to provide Claimant and other Aggrieved Employees with paid sick leave. Although Claimant and Aggrieved Employees were qualifying employees under this section of the Labor Code,

Respondent failed to provide them with any days of paid sick leave, even when they were out of work for valid medical reasons.

Claimant and other Aggrieved Employees are entitled to recover civil penalties (including those set forth by Labor Code section 248.5) pursuant to Labor Code section 2699.

Violation of California Labor Code § 204

California Labor Code section 204 requires that all wages earned by any person in any employment between the first and fifteenth days, inclusive, of any calendar month, other than those wages due upon termination of employment, are due and payable between the sixteenth and twenty-sixth day of the month during which the labor was performed, and that all wages earned by any person in any employment between the sixteenth and the last day, inclusive, of any calendar month, other than those wages due upon termination of employment, are due and payable between the first and tenth day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, section 204 provides that its requirements are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

As set forth above, during the relevant time period, Respondent failed to pay Claimant and other Aggrieved Employees all wages due them, including, but not limited to, overtime wages, minimum wages, and meal- and rest-period premium wages, within any time period specified by California Labor Code section 204.

Claimant and Aggrieved Employees are therefore entitled to recover penalties (including those set forth by Labor Code section 210) pursuant to Labor Code section 2699.

Violation of California Labor Code § § 201, 202, 203, and 227.3

California Labor Code sections 201, 202, and 203 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that, if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Such wages include accrued vacation pay, as set forth in Labor Code section 227.3.

Based on the violations described above, Respondent willfully failed to pay Claimant and other Aggrieved Employees who are no longer employed by Respondent all their earned wages, including, but not limited to, overtime wages, minimum wages, and meal- and rest-period premium wages, either at the time of discharge or within seventy-two hours of their leaving Respondent's employ, in violation of California Labor Code sections 201, 202, and 203. In

addition, Respondent failed to pay Claimant and other Aggrieved Employees their respective accrued vacation pay

Claimant and other Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code section 2699.

Attorney's Fees, Costs, Interest, and Penalties

Labor Code sections 218.5, 218.6, 226(e), 1194, 1194.2, 2802, and 2698 *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit. Pursuant to Labor code section 2698 *et seq.*, Aggrieved Employees are entitled to collect 25% of the penalty assessment and 100% of the underpaid wages. Accordingly, Respondent is liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney's fees, and will continue to incur costs because of Respondent's unlawful actions.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if, through discovery and/or expert review, Claimant becomes aware of additional claims, she reserves the right to revise these facts and/or add any new claims by amending this claim letter, or by adding applicable causes of action and additional representatives in the complaint for damages.

Based on the foregoing, Claimant wishes to bring a representative action under PAGA on behalf of herself and the State of California, as well as on behalf of all other Aggrieved Employees. Claimant requests that the Labor and Workforce Development Agency ("LWDA") investigate the above allegations and provide notice of its findings pursuant to PAGA's provisions. Alternatively, Ms. Howell requests that the LWDA inform her if it does not intend to investigate these violations so that she may proceed with her lawsuit including the violations discussed in this letter.

Concurrently with the online filing of this letter, Claimant will remit the \$75 filing fee to the LWDA. Please direct all future notices under PAGA to our office. Thank you.

Very truly yours,



Mark S. Greenstone, Esq.

GREENSTONE LAW APC

Mark S. Greenstone
1925 Century Park East – Suite 2100
Los Angeles, CA 90067
T: 310-201-9156 / F: 310-201-9160
mgreenstone@greenstonelaw.com

November 27, 2019

VIA USPS

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

VIA CERTIFIED MAIL (without check enclosure)

JonBec Care, Inc.
1711 Plum Lane
Redlands, California 92374

VIA CERTIFIED MAIL (without check enclosure)

JonBec Care, Inc.
c/o Becky Joseph, Registered Agent
7650 Luane Trail
Colton, California 92324


Re: Howell v. JonBec Care, Inc., LWDA Case No. LWDA-CM-759361-19

To the Department of Industrial Relations, Accounting Unit:

This office represents Danielle Howell, a former employee of JonBec Care, Inc. (“JonBec”). Ms. Howell contends that JonBec has violated various provisions of the California Labor Code, and she seeks to prosecute a civil action under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*, to collect civil penalties based on these violations. The purpose of this letter is to comply with PAGA’s filing-fee requirement, set forth in Labor Code section 2699.3 and on the Department of Industrial Relations’ website.

Enclosed is a check for \$75.00, payable to the Labor and Workforce Development Agency. A copy of the New PAGA Claim Notice associated with Ms. Howell’s allegations is also enclosed.

Very truly yours,


Mark S. Greenstone, Esq.

Enclosures

Claim No. LWDA-CN-759361-19

GREENSTONE LAW APC
1925 CENTURY PARK E STE 2100
LOS ANGELES, CA 90067

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
90.7162/3222

1065

11-27-19

PAY TO THE
ORDER OF

LWDA

Seventy Five & 00/100

\$ 75.00

DOLLARS

MEMO

Frank Green
AUTHORIZED SIGNATURE

⑆001065⑆ ⑆322271627⑆

272802981⑆

Security features. Details on back.

Exhibit 3

Thank you for your initial PAGA notice submission to the Labor and Workforce Development Agency on 11/27/2019 07:49:04 AM submitted by Greenstone Law APC representing Danielle Howell against JonBec Care, Inc.. An email will be sent to you confirming your submission and provided your Case Number for future reference and submissions.

Exhibit 3

Greenstone Law APC
1925 CENTURY PARK E STE 2100
LOS ANGELES CA 90067-2722

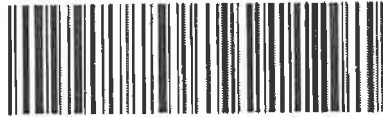
US POSTAGE AND FEES PAID

FIRST-CLASS
Nov 27 2019
Mailed from ZIP 90067
2 oz First-Class Mail Letter



071S0077793

USPS CERTIFIED MAIL



9407 1108 9876 5049 1919 53

JonBec Care, Inc.
c/o Becky Joseph, Registered Agent
7650 LUANE TRL
COLTON CA 92324-9441



PAGA Letter

FOLD ALONG THIS LINE

Exhibit 3

Exhibit 3

EXHIBIT “2”

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub Check number: 56805 Pay Period: 03/01/2019 - 03/15/2019 Pay Date: 03/22/2019

Employee SSN
Redacted ***-**-7984

Earnings and Hours				Paid Time Off			
	Qty	Rate	Current	YTD Amount	Earned	YTD Used	Available
Hourly-DCS	52:28	12.50	655.83	655.83	Sick	0:00	0:00
OT-DCS	0:06	18.75	1.88	1.88	Vacation	0:00	0:00
	52:34		657.71	657.71			
Taxes			Current	YTD Amount			
Medicare Employee Addl Tax			0.00	0.00			
Federal Withholding			0.00	0.00			
Social Security Employee			-40.78	-40.78			
Medicare Employee			-9.54	-9.54			
CA - Withholding			0.00	0.00			
CA - Disability			-6.58	-6.58			
			-56.90	-56.90			
Net Pay			600.81	600.81			

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub

Check number: 18916

Pay Period: 03/16/2019 - 03/31/2019

Pay Date: 04/08/2019

Employee

SSN

Redacted

***-**-7984

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Hourly-DCS	79:01	12.50	987.71	1,643.54	Sick	0:00		0:00
OT-DCS	0:23	18.75	7.19	9.07	Vacation	0:00		0:00
	79:24		994.90	1,652.61				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			0.00	0.00				
Social Security Employee			-61.68	-102.46				
Medicare Employee			-14.42	-23.96				
CA - Withholding			0.00	0.00				
CA - Disability			-9.95	-16.53				
			-66.05	-142.95				
Net Pay			908.85	1,509.66				

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub

Check number: 18941

Pay Period: 04/01/2019 - 04/15/2019

Pay Date: 04/23/2019

Employee

SSN

Redacted

***-**-7984

Earnings and Hours					Paid Time Off			
	Qty	Rate	Current	YTD Amount		Earned	YTD Used	Available
Hourly-DCS	79:25	12.50	992.71	2,636.25	Sick	0:00		0:00
OT-DCS	0:17	18.75	5.31	14.38	Vacation	0:00		0:00
	79:42		996.02	2,650.63				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			0.00	0.00				
Social Security Employee			-61.88	-164.34				
Medicare Employee			-14.47	-38.43				
CA - Withholding			0.00	0.00				
CA - Disability			-9.98	-26.51				
			-66.33	-229.28				
Net Pay			911.69	2,421.35				

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub Check number: 49499 Pay Period: 07/01/2017 - 07/15/2017 Pay Date: 07/24/2017

Employee SSN
 Redacted ***-**-6375

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Hourly-Program Aide	57:28	12.00	689.60	9,271.08	Sick	24:00		24:00
Vacation-Program Aide	1:00	12.00	12.00	782.00	Vacation	2:40		32:47
OT-Program Aide				9.30				
Sick-Program Aide				210.00				
	58:28		701.60	10,272.38				
					Non-taxable Company Items		Current	YTD Amount
					Dental Ins (Company Paid)		4.17	54.21
Deductions From Gross			Current	YTD Amount				
125-8868 Dental			-1.39	-19.46				
401k Emp.			-25.00	-325.00				
			-26.39	-344.46				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-31.00	-539.00				
Social Security Employee			-43.41	-635.68				
Medicare Employee			-10.16	-148.67				
CA - Withholding			-5.54	-89.34				
CA - Disability			-6.31	-92.28				
			-96.42	-1,504.97				
Adjustments to Net Pay			Current	YTD Amount				
401K Loan Repayment			-52.91	-687.83				
Garnishment				-200.00				
			-52.91	-887.83				
Net Pay			525.88	7,535.12				

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374



Employee Pay Stub

Check number: 52679

Pay Period: 04/01/2018 - 04/15/2018

Pay Date: 04/23/2018

Employee

Redacted

SSN

***-**-6375

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-Program Aide	52:02	12.50	650.42	6,451.44
Sick-Program Aide	4:30	12.50	56.25	134.25
Vacation-Program Aide	6:30	12.50	81.25	184.25
	63:02		787.92	6,769.94

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		0:00
Vacation	2:40		25:47

Deductions From Gross	Current	YTD Amount
125-8868 Dental	-1.39	-11.12
401k Emp.	-25.00	-200.00
	-26.39	-211.12

Non-taxable Company Items	Current	YTD Amount
Dental Ins (Company Paid)	4.17	33.36

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-28.00	-296.00
Social Security Employee	-48.77	-419.05
Medicare Employee	-11.40	-98.00
CA - Withholding	-6.44	-57.77
CA - Disability	-7.87	-67.59
	-102.48	-938.41

Adjustments to Net Pay	Current	YTD Amount
401K Loan Repayment	-52.91	-423.28

Net Pay **606.14** **5,197.13**

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub

Check number: 49586

Pay Period: 07/01/2017 - 07/15/2017

Pay Date: 07/24/2017

Employee

SSN

Redacted

***-**-4673

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-DCS	71:43	12.00	860.60	13,502.67
OT-DCS	12:31	18.00	225.30	3,724.26
OT-DCS-Holiday Hours	5:30	18.00	99.00	99.00
Vacation-DCS				525.00
Sick-DCS				219.25
NMB-DCS				12.00
	89:44		1,184.90	18,082.18

Paid Time Off	Earned	YTD Used	Available
Sick	24:00		24:00
Vacation	2:40		44:35

Non-taxable Company Items	Current	YTD Amount
Dental Ins (Company Paid)	4.17	58.38
Health Ins (Company Paid)	116.07	1,624.98

Deductions From Gross	Current	YTD Amount
125-8829 Dental	-24.75	-346.50
125-8829 Health	-47.82	-669.48
401k Emp.	-25.00	-350.00
	-97.57	-1,365.98

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-56.00	-974.00
Social Security Employee	-68.96	-1,058.10
Medicare Employee	-16.13	-247.46
CA - Withholding	-7.70	-141.07
CA - Disability	-10.02	-153.60
	-158.81	-2,574.23

Net Pay **928.52** **14,141.97**

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub

Check number: 57799

Pay Period: 06/01/2019 - 06/15/2019

Pay Date: 06/24/2019

Employee

SSN

Redacted

***-**-7593

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-Driver	78:30	13.00	1,020.50	12,978.66
OT-Driver				0.65
Sick-Driver				143.00
Holiday-Driver				308.00
Vacation-Driver				416.00
	78:30		1,020.50	13,846.31

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		13:00
Vacation	2:40		5:56

Non-taxable Company Items

	Current	YTD Amount
Dental Ins (Company Paid)	4.17	50.04
Health Ins (Company Paid)	135.00	1,620.00

Deductions From Gross	Current	YTD Amount
125-9085 Dental	-1.74	-20.88
125-9085 Health	-46.08	-552.96
125-9085 Vision	-3.59	-43.08
	-51.41	-616.92

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-89.00	-1,263.00
Social Security Employee	-60.08	-820.22
Medicare Employee	-14.06	-191.83
CA - Withholding	-13.37	-219.95
CA - Disability	-9.69	-132.29
	-186.20	-2,627.29

Net Pay **762.89** **10,602.10**

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub

Check number: 58184

Pay Period: 07/01/2019 - 07/15/2019

Pay Date: 07/23/2019

Employee

SSN

Redacted

***-**-7593

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-Driver	71:52	13.00	934.27	14,950.98
OT-Driver	0:01	19.50	0.33	0.98
Sick-Driver	8:00	13.00	104.00	416.00
Holiday-Driver	8:00	13.00	104.00	412.00
Vacation-Driver	8:00	13.00	104.00	520.00
	95:53		1,246.60	16,299.96

Paid Time Off	Earned	YTD Used	Available
Sick	24:00		16:00
Vacation	2:40		3:16

Non-taxable Company Items	Current	YTD Amount
Dental Ins (Company Paid)	4.17	58.38
Health Ins (Company Paid)	135.00	1,890.00

Deductions From Gross	Current	YTD Amount
125-9085 Dental	-1.74	-24.36
125-9085 Health	-46.08	-645.12
125-9085 Vision	-3.59	-50.26
	-51.41	-719.74

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-116.00	-1,491.00
Social Security Employee	-74.10	-965.97
Medicare Employee	-17.33	-225.91
CA - Withholding	-22.04	-262.29
CA - Disability	-11.95	-155.80
	-241.42	-3,100.97

Net Pay **953.77** **12,479.25**

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub Check number: 49402 Pay Period: 06/16/2017 - 06/30/2017 Pay Date: 07/07/2017

Employee SSN
 Redacted ***-**-6550

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-LVN	87:58	18.86	1,659.05	20,476.55
OT-LVN				623.43
DT-LVN				150.88
Sick-LVN				301.76
Vacation-LVN				146.88
	87:58		1,659.05	21,699.50

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		0:00
Vacation	4:20		99:20

Non-taxable Company Items	Current	YTD Amount
Dental Ins (Company Paid)	4.17	54.21

Deductions From Gross	Current	YTD Amount
125-8829 Dental	-24.75	-321.75

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-161.00	-2,110.00
Social Security Employee	-101.33	-1,325.42
Medicare Employee	-23.70	-309.98
CA - Withholding	-37.75	-502.94
CA - Disability	-14.71	-192.40
	-338.49	-4,440.74

Net Pay 1,295.81 16,937.01

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Employee Pay Stub

Check number: 56070

Pay Period: 01/01/2019 - 01/15/2019

Pay Date: 01/23/2019

Employee

SSN

Redacted

***-**-6550

Earnings and Hours	Qty	Rate	Current	YTD Amount
Vacation-LVN	82:40	20.36	1,683.09	2,457.49
Hourly-LVN				898.30
OT-LVN				1.45
Sick-LVN				38.72
	82:40		1,683.09	3,395.96

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		22:00
Vacation	4:20		0:00

Non-taxable Company Items

	Current	YTD Amount
Dental Ins (Company Paid)	4.17	8.34
Health Ins (Company Paid)	135.00	270.00

Deductions From Gross	Current	YTD Amount
125-8829 Dental	-16.84	-33.68
125-8829 Health	-46.08	-92.16
	-62.92	-125.84

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-125.00	-254.00
Social Security Employee	-100.45	-202.75
Medicare Employee	-23.50	-47.42
CA - Withholding	-32.22	-66.41
CA - Disability	-16.20	-32.70
	-297.37	-603.28

Net Pay 1,322.80 2,666.84

Exhibit 3

Exhibit 3

EXHIBIT “3”

Ship Date	Amount Paid	Recipient
12/27/2019	\$4.15	
12/27/2019	\$5.55	
12/27/2019	\$6.00	
12/27/2019	\$4.15	
12/27/2019	\$5.70	
12/27/2019	\$4.15	
12/27/2019	\$5.85	
12/27/2019	\$6.30	
12/27/2019	\$6.30	
12/27/2019	\$6.15	
12/27/2019	\$4.95	
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12/27/2019	\$4.30	
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12/27/2019	\$4.30	
12/27/2019	\$6.30	
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12/27/2019	\$5.40	
12/27/2019	\$4.95	
12/27/2019	\$5.10	
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12/27/2019	\$6.30	
12/27/2019	\$4.15	
12/27/2019	\$4.15	
12/27/2019	\$6.15	
12/27/2019	\$6.30	
12/27/2019	\$6.15	
12/27/2019	\$6.30	
12/27/2019	\$4.15	
12/27/2019	\$6.15	
12/27/2019	\$6.30	
12/27/2019	\$5.70	
12/27/2019	\$5.70	

Redacted

Tracking #	Date	Carrier	Class	Weight	Status
9407111899561166511041	12/30/2019	USPS	First Class (0lb 2oz)		Delivered
9407111899561161553039	12/30/2019	USPS	First Class (0lb 8oz)		Delivered
9407111899561189494499	12/30/2019	USPS	First Class (0lb 11oz)		Delivered
9407111899561166132666		USPS	First Class (0lb 2oz)		In Transit
9407111899561161560723	12/30/2019	USPS	First Class (0lb 9oz)		Delivered
9407111899561166516701		USPS	First Class (0lb 2oz)		Recipient Action Required
9407111899561182530194		USPS	First Class (0lb 10oz)		In Transit
9407111899561185309490		USPS	First Class (0lb 13oz)		Recipient Action Required
9407111899561161201831		USPS	First Class (0lb 13oz)		In Transit
9407111899561160681702		USPS	First Class (0lb 12oz)		In Transit
9407111899561160695846		USPS	First Class (0lb 4oz)		In Transit
9407111899561166218162		USPS	First Class (0lb 3oz)		Recipient Action Required
9407111899561161565438		USPS	First Class (0lb 3oz)		In Transit
9407111899561189924682		USPS	First Class (0lb 3oz)		Recipient Action Required
9407111899561166217295	12/30/2019	USPS	First Class (0lb 3oz)		Delivered
9407111899561160939247		USPS	First Class (0lb 6oz)		In Transit
9407111899561166217066		USPS	First Class (0lb 3oz)		In Transit
9407111899561185392348		USPS	First Class (0lb 13oz)		In Transit
9407111899561166259950		USPS	First Class (0lb 2oz)		Delivered
9407111899561161545379	12/28/2019	USPS	First Class (0lb 7oz)		In Transit
9407111899561160686493	12/30/2019	USPS	First Class (0lb 4oz)		Delivered
9407111899561185524435	12/30/2019	USPS	First Class (0lb 5oz)		Delivered
9407111899561161565568		USPS	First Class (0lb 13oz)		In Transit
9407111899561166132390	12/28/2019	USPS	First Class (0lb 2oz)		Delivered
9407111899561166780775		USPS	First Class (0lb 2oz)		In Transit
9407111899561166218513	12/28/2019	USPS	First Class (0lb 3oz)		Delivered
9407111899561161532072		USPS	First Class (0lb 12oz)		In Transit
9407111899561161201206		USPS	First Class (0lb 13oz)		In Transit
9407111899561161530245	12/30/2019	USPS	First Class (0lb 12oz)		Delivered
9407111899561185392669	12/30/2019	USPS	First Class (0lb 13oz)		Delivered
9407111899561166511553		USPS	First Class (0lb 2oz)		In Transit
9407111899561166132482		USPS	First Class (0lb 2oz)		In Transit
9407111899561166150943	12/30/2019	USPS	First Class (0lb 8oz)		In Transit
9407111899561161547632		USPS	First Class (0lb 4oz)		Delivered
9407111899561160659763	12/30/2019	USPS	First Class (0lb 4oz)		Delivered
9407111899561161825921		USPS	First Class (0lb 3oz)		Recipient Action Required
9407111899561160604374		USPS	First Class (0lb 12oz)		In Transit
9407111899561185303290		USPS	First Class (0lb 13oz)		In Transit
9407111899561166782809		USPS	First Class (0lb 2oz)		In Transit
9407111899561160933771		USPS	First Class (0lb 3oz)		In Transit
9407111899561185479582		USPS	First Class (0lb 13oz)		In Transit
9407111899561166503459		USPS	First Class (0lb 2oz)		Recipient Action Required
9407111899561166504265		USPS	First Class (0lb 2oz)		In Transit
9407111899561161527962		USPS	First Class (0lb 12oz)		Recipient Action Required
9407111899561161529447		USPS	First Class (0lb 13oz)		In Transit
9407111899561161514153		USPS	First Class (0lb 9oz)		In Transit

GREENSTONE LAW APC
Mark S. Greenstone
1925 Century Park East – Suite 2100
Los Angeles, CA 90067
T: 310-201-9156 / F: 310-201-9160
mgreenstone@greenstonelaw.com

January 3, 2020

VIA ONLINE FILING

California Labor and Workforce Development Agency
ATTN: PAGA Administrator

VIA CERTIFIED MAIL

Alix M. Rozolis
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Re: *Howell v. JonBec Care, Inc.*

LWDA Case No. LWDA-CM-759361-19

To the California Labor and Workforce Development Agency and to JonBec Care, Inc.:

In connection with the above-referenced matter, my office represents Danielle Howell, a former employee of JonBec Care, Inc. (“JonBec”).¹ On November 27, 2019, pursuant to section 2699.3(c)(1) of the California Labor Code Private Attorneys General Act (“PAGA”), my office provided written notice by online filing to the Labor and Workforce Development Agency (“LWDA”), and by certified mail to JonBec, of JonBec’s violation of section 226(a)(8) of the Labor Code.² Section 226(a)(8) requires employers to provide wage statements to employees setting forth “the name and address of the legal entity that is the employer.” Cal. Lab. Code

¹ Apparently, JonBec contends that Ms. Howell is still one of its current employees. Ms. Howell disputes this contention.

² In addition to providing notice pursuant to section 2699.3(c)(1) of the violation of section 226(a)(8), the letter provided notice pursuant to section 2699.3(a) of JonBec’s violations of other Labor Code sections. Unlike the violation of section 226(a)(8), those other violations are not subject to PAGA’s cure provisions. Accordingly, even if JonBec has cured the section 226(a)(8) violation—which this letter disputes—that would have no effect on Ms. Howell’s ability to prosecute a PAGA claim for the other violations. Indeed, since Ms. Howell would remain an aggrieved employee as to the incurable violations, she would be permitted to pursue civil penalties under PAGA for any wage-and-hour violations suffered by JonBec’s other employees (assuming, of course, that she provides proper notice of those violations). See *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 754–61 (2018).

§ 226(a)(8). As set forth in my office’s letter, JonBec violated section 226(a)(8) because its wage statements did not include an employer address.

In response to my office’s letter, Alix Rozolis of Fisher & Phillips LLP—JonBec’s counsel in the above-referenced matter—sent a letter to my office on December 30, 2019.³ Ms. Rozolis’ letter recites that “any violations of Cal. Labor Code § 226(a)(8) referenced in [Ms. Howell’s] November 27, 2019 letter have been cured” since, on December 27, 2019, JonBec provided “amended wage statements to all its current and former employees in California, covering the time period from March 24, 2017 to December 4, 2019,” reflecting “amendments with regard to the name and address of the legal entity that is the employer.”

Pursuant to section 2699.3(c)(3) of PAGA, Ms. Howell hereby disputes JonBec’s conclusion that the violation has been cured. According to section 2699(d), “[a] violation of paragraph . . . (8) of subdivision (a) of [s]ection 226 shall only be considered cured upon a showing that the employer has provided a fully complaint, itemized wage statement to each aggrieved employee for each pay period for the three-year period” prior to the date of Ms. Howell’s November 27, 2019, PAGA letter. Cal. Lab. Code § 2699(d). Here, Ms. Rozolis’ letter recites that amended wage statements were provided only through March 24, 2017—well-short of the required three-year period. In any event, even if Ms. Rozolis’ letter had not included such a concession, her letter is insufficient since it does not provide sufficient facts (with foundation) concerning the provision of fully compliant wage statements to employees.⁴ *See id.* § 2699.3(c)(2)(A) (stating that the employer’s cure notice “shall” include “a description of actions taken”). Without any way to fully evaluate the steps that JonBec took to cure the violation of section 226(a)(8), it is impossible for the LWDA to evaluate if those steps, in fact, are sufficient—*i.e.*, it is impossible for the LWDA to evaluate if JonBec, in fact, has retroactively provided fully

³ A copy of Ms. Rozolis’ letter (without its enclosures) is attached hereto as **Exhibit 1**.

⁴ Indeed, the bulk of Ms. Rozolis’ letter discusses the *uncurable* violations asserted by Ms. Howell, including whether the letter included sufficient factual detail as to those violations. Ms. Howell disputes JonBec’s boilerplate assertion that her letter contains insufficient detail; her eight-page letter contains more than enough factual specificity to satisfy PAGA’s notice requirements, both as to the uncurable and curable violations. In any event, the level of factual detail is, frankly, irrelevant at this stage—especially as to whether JonBec took appropriate cure steps, which is all that matters for present purposes. Questions left unanswered by Ms. Rozolis’ letter include, among others: How and why was the address on the “cured” wage statements chosen? How many individuals were sent revised wage statements? Did JonBec have updated contact information for all of its employees—including all of its former employees—in order to ensure delivery of the revised statements? If not, for how many individuals did JonBec not have current addresses? To update whatever contact information JonBec had, were any addresses run through any change-of-address databases? Were any of the mailings containing the revised wage statements returned as undeliverable? If so, were any of those undeliverable items re-mailed to forwarding addresses? Were wage statements provided to every employee for every pay period? (As to this last question, the answer is most certainly “no,” given that amended statements only extended back to March 24, 2017.)

compliant wage statements to employees. Ms. Howell therefore should be permitted to assert a civil-penalty claim under PAGA based on her status as an aggrieved employee under Labor Code section 226(a)(8), irrespective of whether her letter is sufficient as to the uncurable violations.

Pursuant to section 2699.3(c)(3), Ms. Howell respectfully requests that the LWDA “review the actions taken by [JonBec] to cure the alleged violation” and to “provide written notice of its decision by certified mail to [Ms. Howell] and [JonBec].” *Id.* § 2699.3(c)(3). We appreciate your assistance in this matter, and we look forward to a response.

Very truly yours,

/s/ Mark S. Greenstone

Mark S. Greenstone, Esq.

enclosure

Exhibit 3

Exhibit 3

EXHIBIT 1



fisherphillips.com

December 30, 2019

Irvine
2050 Main Street
Suite 1000
Irvine, CA 92614

(949) 851-2424 Tel
(949) 851-0152 Fax

Writer's Direct Dial:
(949) 798-2182

Writer's E-mail:
arozolis@fisherphillips.com

Via Online Filing:

California Labor and Workforce Development Agency
ATTN: PAGA Administrator

**Via Certified Mail -
Return Receipt Requested:**

Mark S. Greenstone, Esq.
Greenstone Law APC
1925 Century Park East-Suite 2100
Los Angeles, CA 90067

Exhibit 3

Re: *Danielle Howell v. JonBec Care, Inc.*
LWDA Case No. LWDA-CM-759361-19

Dear Mr. Greenstone and PAGA Administrator:

This firm is labor and employment counsel for JonBec Care Inc. ("JonBec"). Pursuant to the California Private Attorney General Act of 2004, California *Labor Code* Sections 2698, *et seq.*, in accordance with the requirements of section 2699.3(c)(2)(A), this letter shall constitute written notice of cure of certain alleged violations, including a description of the actions taken. Accordingly, no civil action pursuant to Section 2699 may commence.

Danielle Howell and her counsel, Greenstone Law APC, sent notices of claims under the Private Attorney General Act dated November 27, 2019, which were received by JonBec on December 2, 2019. I've enclosed these letters as Exhibit 1. As a preliminary matter, we note that these letters are insufficient to provide adequate notice as required under PAGA. The written notice requirements are detailed in *Labor Code* section 2699.3(a)(1), which provides that the notice must include "the specific provisions of this code alleged to have been violated, **including the facts and theories to support the alleged violation.**" In interpreting this provision courts have explained that this "requires an exceedingly detailed level of specificity for section 2699.3(a)(1) to be satisfied." *Soto v. Castlerock Farming and Transport, Inc.*, 2012 WL 1292519,

Fisher & Phillips LLP

Atlanta • Baltimore • Bethesda • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Pittsburgh • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

*8 (E.D. Cal. April 16, 2012). Indeed, the PAGA notice must be specific enough to enable the LWDA and the employer to glean the underlying factual basis for the alleged violations. *Stafford v. Dollar Tree Stores, Inc.*, 2015 WL 1509202, *4 (E.D. Cal. Apr. 1, 2015). In both cases, the courts noted that letters lacking specific factual allegations are insufficient to exhaust the administrative requirements of PAGA because such letters do not adequately describe the “facts and theories,” which serve as the basis of the purported PAGA violation. *Soto*, 2012 WL 1292519, at *8.¹ Instead of providing the required specific facts and theories to support Ms. Howell’s allegations, the letters recite the elements of various Labor Code sections and contains a smattering of conclusory allegations. Consequently, the notice sent via letters on November 27, 2019 is defective.

Moreover, Ms. Howell alleged that she was never paid her final pay check and vacation time at termination. Ms. Howell was never terminated, nor tendered her resignation at JonBec. Ms. Howell is still employed by JonBec.

The November 27, 2019 letters allege that JonBec failed to pay all wages earned, failed to pay overtime wages, failed to provide compliant thirty-minute meal periods, failed to authorize and permit compliant ten-minute rest periods, failed to pay all premium wages for missed or non-compliant meal and rest periods, failed to furnish compliant wage statements, failed to maintain required records, failed to pay earned and unpaid wages upon discharge, and failed to indemnify for expenses incurred in the discharge of duties pursuant to *Labor Code* Sections 201, 202, 203, 204, 226, 510, 512, 1174, 1194, 2802. In addition, they seek to recover civil penalties pursuant to *Labor Code* Section 2699(a)(1).

JonBec contends that during each pay period Ms. Howell was paid all wages earned, was paid overtime at the appropriate rate of overtime pay, was provided with compliant meal periods, was authorized and permitted compliant rest periods, was paid premium wages for any missed meal or rest periods, was furnished compliant wage statements, and was reimbursed for any expenses incurred in the discharge of her duties.

Further, pursuant to Cal. Lab. Code § 2699.3(c)(2)(a), this letter serves as written notice that any violations of Cal. *Labor Code* § 226(a)(8) referenced in the November 27, 2019 letter have been cured. Specifically, on December 27, 2019 JonBec provided by certified mail, amended wage statements to all its current and former employees in California, covering the time period from March 24, 2017 to December 4, 2019. Attached hereto as Exhibit 2 is an exemplar of the amended wage statements that were provided. These examples reflect amendments with

¹ Courts in numerous other cases have reached a similar conclusion. See e.g., *Ovieda v. Sodexo Operations, LLC*, NO CV 12-1750-GJK (SSx), 2013 WL 3887873, at *3-4 (C.D. Cal. Jul. 3, 2013); *Bradescu v. Hillstone Restaurant Group, Inc.*, 2014 WL 5312546, *11 (C.D. Cal. Sept. 18, 2014); *Singleton v. Teavana Corp.*, 2014 WL1760884, *3 (N.D. Cal. Apr. 2, 2014); 2013 WL 3887873, *3-4 (C.D. Cal. July 3, 2013); *Green v. Bank of America, Nat. Ass'n.*, 2013 WL 4614122, *2 (C.D. Cal. May 30, 2013); *Stafford v. Dollar Tree Stores, Inc.*, 2015 WL 1509202, *4 (E.D. Cal. Apr. 1, 2015); *Alcantar v. Hobart Service*, No. ED CV 11-1600 PSG (SPx), 2013 WL 228501, at *2-4 (C.D. Cal. Jan. 22, 2013); *Wong v. AT & T Mobility Servs. LLC*, Case No. 10-cv-8869-GW-FMOX, 2012 WL 8527485, at *2 (C.D. Cal. July 2, 2012).

Mark S. Greenstone
December 30, 2019
Page 3

regard to the name and address of the legal entity that is the employer. Attached as Exhibit 3 is a sample of the proof of service for these amended wage statements.

Amended wage statements were provided as described above to each and every current and former employee who worked for JonBec Care Inc. in California during the time period from March 24, 2017 to December 4, 2019 and were provided for each and every pay period worked by such employees. The amendments reflected on Exhibit 2 with regard to the name and address of the legal entity that is the employer also are, and will be, on a going forward basis reflected on all wage statements furnished by JonBec to its employees in California.

In summary, JonBec contends all the alleged violations set forth in the November 27, 2019 letter either were never violations in the first place, or if there were any such violations, they have been cured. Please consider this letter as a notice of cure under *Labor Code* Section 2699 pursuant to Section 2699.3(c)(2)(A). Feel free to contact us to discuss or if you need any further information.

Sincerely,


ALIX M. ROZOLIS
For FISHER & PHILLIPS LLP

Exhibit 3

AMR:bk
Enclosures



fisherphillips.com

January 15, 2020

Irvine
2050 Main Street
Suite 1000
Irvine, CA 92614

(949) 851-2424 Tel
(949) 851-0152 Fax

Writer's Direct Dial:
(949) 798-2182

Writer's E-mail:
arozolis@fisherphillips.com

Via E-Mail and U.S. Mail *pkelly@dir.ca.gov*

Patricia M. Kelly, Esq.
Department of Industrial Relations
Division of Labor Standards Enforcement
1515 Clay Street, Suite 2206
Oakland, CA 94612

Re: *Danielle Howell v. JonBec Care, Inc.*
LWDA Case No. LWDA-CM-759361-19

Exhibit 3

Dear Ms. Kelly:

Enclosed please find JonBec Care, Inc's ("JonBec") response to Danielle Howell and her Counsel, Greenstone Law APC's cure dispute. Included is the declaration of Becky Joseph and supplemental documentation.

Please contact us to discuss or if you need any further information.

Sincerely,

ALIX M. ROZOLIS
For FISHER & PHILLIPS LLP

AMR:ra
Enclosures

Fisher & Phillips LLP

Atlanta • Baltimore • Bethesda • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Pittsburgh • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

DECLARATION OF BECKY JOSEPH

I, BECKY JOSEPH, declare as follows:

1. I am an individual and make this declaration in response to a request for more information of JONBEC CARE INC (hereinafter "JonBec" or "Company"). I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the Owner/Administrator of JonBec.

3. Upon receipt of the Private Attorneys General Act ("PAGA") notice postmarked November 27, 2019, Becky Joseph, Owner and Sarita Mainez, Controller viewed a current pay stub and determined that the street address 1711 PLUM LANE had been inadvertently omitted from the pay stubs.

4. This oversight was corrected in the system the evening of December 4, 2019.

5. Sarita Mainez, Controller reviewed 222 employee's pay stubs from November 28, 2016 to December 31, 2016 and 499 of those pay stubs had the complete legal name of the Company.

6. Thereafter, Myself and Sarita Mainez, Controller reviewed the pay stubs of two JonBec employees and determined that the complete legal address was printed on pay stubs for dates November 28, 2016 through March 23, 2017. **See Attachment 1.**

7. For pay stubs from March 24, 2017 through April 6, 2017 Sarita Mainez, Controller and Marie Joseph, HR Director were unable to determine if the printed address included the city, state, and zip. (REDLANDS, CA 92374)

8. Based on this review, Sarita Mainez, Controller determined pay stubs from April 7, 2017 through April 23, 2019 inadvertently omitted the city, state, and zip code (REDLANDS, CA 92374).

9. Sarita Mainez, Controller also determined that the pay stubs from pay dates May 8, 2019 to July 23, 2019 included the complete legal address, but the pay stubs from August 8, 2019 through December 4, 2019 inadvertently omitted the street address (1711 PLUM LANE).

10. It is my understanding that these omissions were caused by periodic updates of the Company's payroll software.

11. As a result of the omissions above, the Company determined distributing amended wage statements was necessary for all individuals employed from March 24, 2017 until December 4, 2019.

12. To identify the individuals affected by the wage statement issue, the Company prepared a list of all employees with pay stubs from March 24, 2017 until December 4, 2019.

13. This list included the four hundred eighty-eight (488) employees were employed with the Company during this time period.

14. Pay stubs were reprinted, one current or former employee at a time, utilizing a checklist to ensure all amended wage statements for each current and former employee were included and printed.

15. The total number of amended wage statements printed was fourteen thousand one hundred twenty-seven (14,127).

16. The Company confirms employee addresses yearly in preparation for W-2 filings.

17. From December 12, 2019 until December 31, 2019, the Company posted a request on its internal timekeeping software, that all employees confirm that their address in the software is current and make any necessary changes. **See Attachment 2.**

18. The Company also referred to emails or updates from former employees with those employees updated addresses.

19. During assembly of the amended wage statement mail packets, all pay stubs were reviewed to ensure that all necessary amended wage statements were included for each individual using a checklist that included hire and termination dates.

20. To ensure the correct certified mailing inserts and enclosing letter were mailed to the correct affected employee, two current employees verified the names and addresses of the amended wage statements against the mailing insets.

21. A mailing checklist was used to ensure that all four hundred eighty-eight (488)

affected employees had certified mailing inserts or paper mailing slips associated with their respective documents. **See Attachment 3.**

22. A final comparison was done of the mailing checklist to a report generated from stamps.com and the copies of the paper certified mailings. **See Attachment 4.**

23. On December 27, 2019, three current Company employees hand delivered the mailings to a United States Postal Worker, at the post office located at 404 New York St. Redlands, CA, 92373.

24. A total of four hundred eighty-eight (488) individuals were sent amended wage statements.

25. Four hundred eighty (480) amended wage statements were sent certified using stamps.com certified envelopes and mailing insert.

26. Eight (8) amended wage statements were sent using paper certified mail slips.

27. As of January 6, 2020, the Company has confirmed delivery of two hundred fifty (250) amended wage statements.

28. Eighty-two (82) amended wage statements are still in transit, one hundred twenty-nine (129) are pending recipient action, one (1) has been forwarded to a different address, and five (5) have been "delivery attempted with no access to delivery or animal interference".

29. As of January 6, 2020, twenty-one (21) amended wage statements have been returned.

30. One (1) undelivered amended wage statement belongs to a current employee, who has been directed to provide an updated address in the internal timekeeping system.

31. As of January 7, 2020, the Company has received two updated addresses from affected employees and re-mailed the amended wage statements.

//

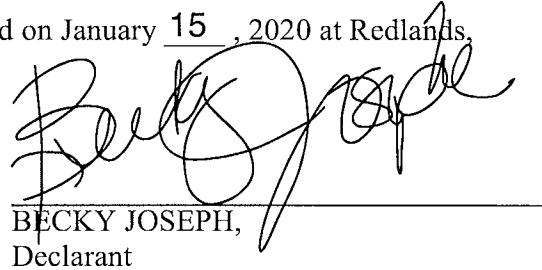
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32. The Company is continuing to monitor the delivery of the amended wage statements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on January 15, 2020 at Redlands, California.



BECKY JOSEPH,
Declarant

Exhibit 3

Exhibit 3

EXHIBIT “1”

JONBEC CARE INC
1711 PLUM AVE

S Redacted M Redacted
Redacted
Redacted CA 92352

Employee Pay Stub Check number: 48184 Pay Period: 03/16/2017 - 03/31/2017 Pay Date: 04/07/2017

Employee	SSN	Status (Fed/State)	Allowances/Extra
S Redacted M Redacted Redacted CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	61:00		1,891.00	12,622.00	Sick	0:00	14:00	2:00
Sick Salary-Office Mgmt	4:00		124.00	434.00	Vacation	2:40	8:00	79:40
Vac Salary-Office Mgmt				248.00				
Holiday Salary-Office Mgmt				736.00				
	65:00		2,015.00	14,040.00				
Deductions From Gross				Current	YTD Amount	Non-taxable Company Items		
125-8810 Dental			-1.39	-9.73	Dental Ins (Company Paid)		4.17	29.19
125-8810 Health			-164.16	-1,149.12	Health Ins (Company Paid)		119.07	833.49
			-165.55	-1,158.85				
Taxes				Current	YTD Amount			
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-281.00	-1,811.00				
Social Security Employee			-114.66	-798.63				
Medicare Employee			-26.82	-186.78				
CA - Withholding			-62.13	-430.62				
CA - Disability			-16.64	-115.93				
			-481.25	-3,342.96				
Net Pay			1,368.20	9,538.19				

Exhibit 3

JONBEC CARE INC
 1711 PLUM AVE
 REDLANDS, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub		Check number: 48000		Pay Period: 03/01/2017 - 03/15/2017		Pay Date: 03/23/2017		
Employee	SSN	Status (Fed/State)	Allowances/Extra					
S Redacted M Redacted Redacted CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0					
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	57:00		1,767.00	10,731.00	Sick	0:00	10:00	6:00
Vac Salary-Office Mgmt	8:00		248.00	248.00	Vacation	2:40	8:00	77:00
Sick Salary-Office Mgmt				310.00	Non-taxable Company Items			
Holiday Salary-Office Mgmt				736.00			Current	YTD Amount
	65:00		2,015.00	12,025.00	Dental Ins (Company Paid)		4.17	25.02
					Health Ins (Company Paid)		119.07	714.42
Deductions From Gross			Current	YTD Amount				
125-8810 Dental			-1.39	-8.34				
125-8810 Health			-164.16	-984.96				
			-165.55	-993.30				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-261.00	-1,550.00				
Social Security Employee			-114.67	-683.97				
Medicare Employee			-26.82	-159.96				
CA - Withholding			-62.13	-366.49				
CA - Disability			-16.65	-99.29				
			-481.27	-2,861.71				
Net Pay			1,368.18	8,169.99				

Exhibit 3

JonBec Care Inc.
 1711 Plum Ave.
 Redlands, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub Check number: 46506 Pay Period: 11/01/2016 - 11/15/2016 Pay Date: 11/23/2016

Employee SSN Status (Fed/State) Allowances/Extra
 S Redacted M Redacted Redacted CA 92352 ***-**-3196 Single/Single Fed-0/0/CA-0/0

Earnings and Hours				Paid Time Off				
	Qty	Rate	Current	YTD Amount	Earned	YTD Used	Available	
Salary-Assistant Controller	52:00		1,560.00	33,840.27	Sick	0:00	28:00	16:00
Vac Salary (Office Mgmt)	13:00		390.00	930.00	Vacation	2:40	31:00	63:40
Sick Salary (Office Mgmt)				840.00				
Holiday Salary (Office Mgmt)				1,439.73				
	65:00		1,950.00	37,050.00				
Deductions From Gross				Non-taxable Company Items				
			Current	YTD Amount		Current	YTD Amount	
125-8810 Dental			-1.39	-5.56	Dental Ins (company paid)	4.17	16.68	
125-8810 Health			-164.16	-656.64	Health Ins (company paid)	119.07	476.28	
			-165.55	-662.20				
Taxes								
			Current	YTD Amount				
Medicare Employee Adtl Tax			0.00	0.00				
Federal Withholding			-246.00	-4,578.00				
Social Security Employee			-110.63	-2,256.04				
Medicare Employee			-25.87	-527.62				
CA - Withholding			-59.07	-1,054.89				
CA - Disability Employee			-16.06	-327.49				
			-457.63	-8,744.04				
Net Pay			1,326.82	27,643.76				

Exhibit 3

Exhibit 3

EXHIBIT “2”

Account Info
Address Change

JONBEC CARE INC (6110472)
PO Box 10788
San Bernardino, CA 92423
United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
4385 C	Redacted	Redacted	12/31/2019 11:07:06:368 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	C Redacted	F Redacted	172.58.27.51
4385 C	Redacted	Redacted	12/31/2019 11:07:06:368 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	C	F	172.58.27.51
4385 C	Redacted	Redacted	12/31/2019 11:07:06:368 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	C	F	172.58.27.51
4385 C	Redacted	Redacted	12/31/2019 11:07:06:368 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	C	F	172.58.27.51
3628 M	Redacted	Redacted	12/31/2019 09:22:26:991 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	M	172.250.136.116
3628 M	Redacted	Redacted	12/31/2019 09:21:26:479 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	M	172.250.136.116
4084 M	Redacted	Redacted	12/30/2019 09:54:41:352 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
4084 M	Redacted	Redacted	12/30/2019 09:54:41:352 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	M	J	71.165.252.221
4084 M	Redacted	Redacted	12/30/2019 09:54:41:352 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	M	J	71.165.252.221
4084 M	Redacted	Redacted	12/30/2019 09:54:41:352 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	M	J	71.165.252.221
4376 B	Redacted	Redacted	12/27/2019 19:36:07:550 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	B	D	172.250.156.235
4352 M	Redacted	Redacted	12/27/2019 00:21:54:684 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	K	172.119.210.166
4352 M	Redacted	Redacted	12/27/2019 00:21:54:684 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	M	K	172.119.210.166
4352 M	Redacted	Redacted	12/27/2019 00:21:54:684 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	M	K	172.119.210.166
4352 M	Redacted	Redacted	12/27/2019 00:21:54:684 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	M	K	172.119.210.166
3827 M	Redacted	Redacted	12/26/2019 15:24:23:201 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
3309 S	Redacted	Redacted	12/26/2019 11:02:24:241 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
4045 M	Redacted	Redacted	12/26/2019 08:55:49:477 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
3905 S	Redacted	Redacted	12/26/2019 08:55:22:480 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
4380 C	Redacted	Redacted	12/26/2019 07:59:24:027 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
4380 C	Redacted	Redacted	12/26/2019 07:59:24:027 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	M	J	71.165.252.221

Redacted

Exhibit 3

Account Info
Address Change

JONBEC CARE INC (6110472)
PO Box 10788
San Bernardino, CA 92423
United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
3570	Redacted	Redacted	12/24/2019 12:08:21:756 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	Redacted	71.165.252.221
4362	L	H	12/24/2019 11:36:11:532 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	Redacted	71.165.252.221
3570	C	V	12/24/2019 10:42:23:194 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	Redacted	71.165.252.221
3570	C	V	12/24/2019 10:42:23:194 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	L	Redacted	71.165.252.221
4036	S	S	12/24/2019 10:38:30:498 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	Redacted	71.165.252.221
4036	S	S	12/24/2019 10:38:30:498 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	L	Redacted	71.165.252.221
4036	S	S	12/24/2019 10:38:30:498 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	L	Redacted	71.165.252.221
3827	M	H	12/24/2019 10:25:45:852 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	Redacted	71.165.252.221
4080	N	M	12/24/2019 07:46:28:461 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	N	Redacted	172.250.136.116
4080	N	M	12/24/2019 07:46:28:461 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	N	Redacted	172.250.136.116
4080	N	M	12/24/2019 07:46:28:461 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	N	Redacted	172.250.136.116
3723	K	M	12/23/2019 09:21:44:080 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	J	Redacted	71.165.252.221
3723	K	M	12/23/2019 09:21:44:080 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	J	Redacted	71.165.252.221
3948	A	S	12/21/2019 10:08:31:162 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	A	Redacted	104.35.27.190
4382	L	W	12/20/2019 11:35:36:743 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	Redacted	71.165.252.221
4334	A	A	12/19/2019 15:27:41:594 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	A	Redacted	71.165.252.221
4381	I	G	12/19/2019 15:23:05:205 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	Redacted	71.165.252.221
4381	I	G	12/19/2019 15:23:05:205 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	M	Redacted	71.165.252.221
4380	C	S	12/19/2019 15:12:25:853 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	Redacted	71.165.252.221
4379	T	G	12/19/2019 13:56:25:372 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	Redacted	71.165.252.221
4379	T	G	12/19/2019 13:56:25:372 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	M	Redacted	71.165.252.221

Redacted

Exhibit

3

Account Info
Address Change

JONBEC CARE INC (6110472)
PO Box 10788
San Bernardino, CA 92423
United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
4379	Redacted	G Redacted	12/19/2019 13:56:25:372 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	M Redacted	J Redacted	71.165.252.221
4379	T	G	12/19/2019 13:56:25:372 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	M	J	71.165.252.221
4378	L	G	12/19/2019 11:24:58:025 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
4375	J	D	12/18/2019 13:41:08:141 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
4375	J	D	12/18/2019 13:08:43:045 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	J	D	71.165.252.221
4375	J	D	12/18/2019 13:08:43:045 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	J	D	71.165.252.221
4375	J	D	12/18/2019 13:08:43:045 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	J	D	71.165.252.221
4375	J	D	12/18/2019 13:08:43:045 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	J	D	71.165.252.221
4375	J	D	12/18/2019 10:10:44:552 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	J	71.165.252.221
3905	S	R	12/18/2019 05:36:29:627 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	S	R	172.113.30.77
2489	E	S	12/17/2019 08:03:45:304 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	E	S	76.171.86.52
3950	L	D	12/16/2019 18:04:31:363 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	D	76.171.86.52
4372	A	G	12/16/2019 17:12:49:599 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	A	G	47.156.222.143
4372	A	G	12/16/2019 17:12:49:599 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	A	G	47.156.222.143
4372	A	G	12/16/2019 17:12:49:599 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	A	G	47.156.222.143
4372	A	G	12/16/2019 17:12:49:599 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	A	G	47.156.222.143
4382	L	W	12/16/2019 13:14:49:492 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	W	71.165.252.221
4382	L	W	12/16/2019 13:14:49:492 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	L	W	71.165.252.221
4382	L	W	12/16/2019 13:14:49:492 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	L	W	71.165.252.221
4382	L	W	12/16/2019 13:14:49:492 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	L	W	71.165.252.221
1581	L	M	12/16/2019 09:26:40:299 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	L	M	71.165.252.221



Account Info
Address Change

JONBEC CARE INC (6110472)
PO Box 10788
San Bernardino, CA 92423
United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
1581	L Redacted	M Redacted	12/16/2019 09:26:40:299 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	M Redacted	Redacted	71.165.252.221
4369	A H	H	12/16/2019 08:17:16:745 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	J	Redacted	71.165.252.221
4026	T G	G	12/15/2019 12:34:34:060 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	G	Redacted	172.250.148.137
4258	S G	G	12/15/2019 00:07:54:480 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	G	Redacted	172.113.0.133
4258	S G	G	12/15/2019 00:07:54:480 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	G	Redacted	172.113.0.133
4258	S G	G	12/15/2019 00:07:54:480 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	G	Redacted	172.113.0.133
3650	A K	K	12/14/2019 18:21:11:926 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	K	Redacted	24.24.237.93
3650	A K	K	12/14/2019 18:21:11:926 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	K	Redacted	24.24.237.93
4066	S S	S	12/13/2019 21:41:03:551 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	S	Redacted	104.172.89.118
4293	E A	A	12/13/2019 19:55:49:195 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	A	Redacted	24.24.248.228
4366	A T	T	12/13/2019 18:50:06:946 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	T	Redacted	24.24.248.228
4383	J M	M	12/13/2019 11:22:51:411 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	J	Redacted	71.165.252.221
4383	J M	M	12/13/2019 11:22:51:411 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	J	Redacted	71.165.252.221
3594	V M	M	12/13/2019 07:31:21:149 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	Redacted	172.250.136.116
3594	V M	M	12/13/2019 07:31:21:149 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	M	Redacted	172.250.136.116
3594	V M	M	12/13/2019 07:31:21:149 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	M	Redacted	172.250.136.116
3594	V M	M	12/13/2019 07:31:21:149 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	M	Redacted	172.250.136.116
4133	D A	A	12/12/2019 23:57:27:370 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	A	Redacted	172.250.156.235
4373	B M	M	12/12/2019 20:43:21:825 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	M	Redacted	174.195.149.1
4373	B M	M	12/12/2019 20:43:21:825 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	M	Redacted	174.195.149.1
4373	B M	M	12/12/2019 20:43:21:825 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	M	Redacted	174.195.149.1

Redacted

Exhibit

3

Account Info
Address Change

JONBEC CARE INC (6110472)
PO Box 10788
San Bernardino, CA 92423
United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
4373	Redacted	Redacted	12/12/2019 20:43:21:825 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	Redacted	Redacted	174.195.149.1
4133	A	A	12/12/2019 19:40:28:763 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	172.250.156.235
4362	L	H	12/12/2019 15:29:25:549 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	104.35.27.20
4377	K	M	12/12/2019 13:11:48:904 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	172.58.27.237
4377	K	M	12/12/2019 13:11:48:904 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	Redacted	Redacted	172.58.27.237
4377	K	M	12/12/2019 13:11:48:904 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	Redacted	Redacted	172.58.27.237
4377	K	M	12/12/2019 13:11:48:904 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	Redacted	Redacted	172.58.27.237
4306	A	D	12/12/2019 13:03:01:891 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	104.35.25.255
1847	R	M	12/12/2019 12:41:43:977 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	172.250.131.13
1847	R	M	12/12/2019 12:41:43:977 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	Redacted	Redacted	172.250.131.13
1847	R	M	12/12/2019 12:41:43:977 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	Redacted	Redacted	172.250.131.13
4374	D	D	12/12/2019 11:59:19:518 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	174.254.130.29
4374	D	D	12/12/2019 11:59:19:518 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	Redacted	Redacted	174.254.130.29
4374	D	D	12/12/2019 11:59:19:518 PST	Changed	Account Address (Personal)	State	Redacted	Redacted	Redacted	Redacted	174.254.130.29
4374	D	D	12/12/2019 11:59:19:518 PST	Changed	Account Address (Personal)	Country	Redacted	Redacted	Redacted	Redacted	174.254.130.29
1823	K	M	12/12/2019 11:27:48:855 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	71.165.252.221
1823	K	M	12/12/2019 11:27:48:855 PST	Changed	Account Address (Personal)	City	Redacted	Redacted	Redacted	Redacted	71.165.252.221
1823	K	M	12/12/2019 11:27:48:855 PST	Changed	Account Address (Personal)	Zip	Redacted	Redacted	Redacted	Redacted	71.165.252.221
3578	J	L	12/12/2019 11:05:54:025 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	104.35.25.255
4247	J	E	12/09/2019 00:32:00:638 PST	Changed	Account Address (Personal)	Address	Redacted	Redacted	Redacted	Redacted	172.119.201.232
4247	J	E	12/09/2019 00:32:00:638 PST	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	Redacted	Redacted	172.119.201.232

Redacted

Exhibit 3

Account Info
Address Change

JONBEC CARE INC (6110472)
 PO Box 10788
 San Bernardino, CA 92423
 United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
4247	J Redacted	E Redacted	12/09/2019 00:32:00:638	Changed	Account Address (Personal)	Zip	Redacted	Redacted	J Redacted	E Redacted	172.119.201.232
3905	S R	R	12/06/2019 05:31:53:255	Changed	Account Address (Personal)	Address	Redacted	Redacted	S R	R	172.113.30.77
3905	S R	R	12/06/2019 05:31:53:255	Changed	Account Address (Personal)	Address (2nd Line)	Redacted	Redacted	S R	R	172.113.30.77
4369	A H	H	12/04/2019 15:28:12:588	Changed	Account Address (Personal)	State	Redacted	Redacted	A H	H	76.86.96.88
4369	A H	H	12/04/2019 15:28:12:588	Changed	Account Address (Personal)	Country	Redacted	Redacted	A H	H	76.86.96.88
4369	A H	H	12/04/2019 15:21:59:331	Changed	Account Address (Personal)	Address	Redacted	Redacted	A H	H	76.86.96.88
4369	A H	H	12/04/2019 15:21:59:331	Changed	Account Address (Personal)	City	Redacted	Redacted	A H	H	76.86.96.88
4369	A H	H	12/04/2019 15:21:59:331	Changed	Account Address (Personal)	State	Redacted	Redacted	A H	H	76.86.96.88
4369	A H	H	12/04/2019 15:21:59:331	Changed	Account Address (Personal)	Country	Redacted	Redacted	A H	H	76.86.96.88
4284	T P	P	12/02/2019 15:36:05:849	Changed	Account Address (Personal)	Address	Redacted	Redacted	T P	P	71.165.252.221
4284	T P	P	12/02/2019 15:36:05:849	Changed	Account Address (Personal)	City	Redacted	Redacted	T P	P	71.165.252.221
4284	T P	P	12/02/2019 15:36:05:849	Changed	Account Address (Personal)	Zip	Redacted	Redacted	T P	P	71.165.252.221
4368	E B	B	12/02/2019 14:16:37:353	Changed	Account Address (Personal)	Address	Redacted	Redacted	E B	B	172.251.194.69
4383	J M	M	12/02/2019 10:28:07:594	Changed	Account Address (Personal)	Address	Redacted	Redacted	J M	M	172.251.194.69
4383	J M	M	12/02/2019 10:28:07:594	Changed	Account Address (Personal)	City	Redacted	Redacted	J M	M	172.251.194.69
4383	J M	M	12/02/2019 10:28:07:594	Changed	Account Address (Personal)	Country	Redacted	Redacted	J M	M	172.251.194.69
4383	J M	M	12/02/2019 08:45:01:909	Changed	Account Address (Personal)	Address	Redacted	Redacted	J M	M	172.251.194.69
4383	J M	M	12/02/2019 08:45:01:909	Changed	Account Address (Personal)	City	Redacted	Redacted	J M	M	172.251.194.69
4383	J M	M	12/02/2019 08:45:01:909	Changed	Account Address (Personal)	State	Redacted	Redacted	J M	M	172.251.194.69
4383	J M	M	12/02/2019 08:45:01:909	Changed	Account Address (Personal)	Country	Redacted	Redacted	J M	M	172.251.194.69
4376	E D	D	12/01/2019 18:07:46:442	Changed	Account Address (Personal)	Address	Redacted	Redacted	E D	D	99.203.3.53

Redacted

Exhibit 3

Account Info
Address Change

JONBEC CARE INC (6110472)
PO Box 10788
San Bernardino, CA 92423
United States

Employee Id	First Name	Last Name	Time	Change	Object	Field Desc	New Value	Old Value	User First Name	User Last Name	User IP
4376	B Redacted	D Redacted	12/01/2019 18:07:46:442 PST	Changed	Account Address (Personal)	Redacted	Redacted	Redacted	B Redacted	D Redacted	99.203.3.53
4376	B Redacted	D Redacted	12/01/2019 18:07:46:442 PST	Changed	Account Address (Personal)	Redacted	Redacted	Redacted	B Redacted	D Redacted	99.203.3.53
4376	B Redacted	D Redacted	12/01/2019 18:07:46:442 PST	Changed	Account Address (Personal)	Redacted	Redacted	Redacted	B Redacted	D Redacted	99.203.3.53

Exhibit 3

Exhibit 3

EXHIBIT “3”

JONBEC CARE INC
Pay Stub List

#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
1	A	2/8/2016	7/30/2018	8/16/2019	X	X	X	
	A	7/15/2016		12/5/2016			X	524
2	A	* 3/3/2017			X	X		
3	A	9/5/2003			X	X		
4	A	6/12/2019		9/3/2019	X	X		
5	A	7/7/2017		7/19/2017	X	X		
6	A	4/26/2018		5/3/2018	X	X		
7	A	11/8/2016		2/22/2017	Cure Not	Required	X	
8	A	5/10/2018		11/5/2018	X	X		
9	A	5/15/2018	11/15/2019		X	X		
10	A	1/26/2018		8/27/2019	X	X		
11	A	6/14/2019		9/9/2019	X	X		
12	A	2/12/2014	12/18/2017	3/14/2018	X	X	X	
13	A	12/13/2017		5/30/2018	X	X		
14	A	4/1/2019			X	X		
15	A	* 12/1/1996			X	X	X	
16	A	* 5/27/2014			X	X	X	
17	A	7/18/2017		12/14/2017	X	X		
18	A	8/13/2018		8/17/2018	X	X		
19	A	8/27/2018		9/5/2018	X	X		
20	A	* 3/9/2018		4/4/2018	X	X		
21	A	6/25/2019			X	X		
22	A	9/10/2019			X	X		
23	A	7/6/2018			X	X		
24	A	* 11/9/2016		5/21/2019	X	X	X	
25	A	8/11/2017			X	X		
26	A	3/5/2018		8/9/2019	X	X		
	A	12/2/2016		12/13/2016			X	525
27	A	* 7/31/2015		10/5/2018	X	X	X	
28	A	* 9/12/2014	1/10/2017		X	X	X	
29	A	* 2/23/2017			X	X		
30	A	4/10/2017		4/13/2017	X	X		
31	A	8/14/2019			X	X		
32	A	12/10/2018		12/27/2018	X	X		
33	A	* 9/19/2014			X	X	X	
34	B	1/17/2017		3/10/2017	Cure Not	Required		
35	B	9/3/2019			X	X		
36	B	6/8/2015			Cure Not	Required		
37	B	6/30/2017			X	X		
38	B	5/15/2019		6/3/2019	X	X		
39	B	* 2/21/2017		6/25/2018	X	X		
40	B	4/10/2017		9/27/2017	X	X		
41	B	* 11/10/2016		4/4/2017	X	X	X	
	B	9/30/2016		12/5/2016			X	526
42	B	6/22/2017		1/3/2018	X	X		
43	B	* 5/2/2016			X	X	X	
44	B	6/22/2017		1/2/2018	X	X		

JONBEC CARE INC
Pay Stub List

#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
45	B	* 12/21/2016		8/5/2019	X	X		
46	B	10/19/2016		2/23/2017	Cure Not	Required	X	
47	B	5/2/2018		5/7/2018	X	X		
48	B	10/23/2017			X	X		
49	B	4/10/2014			X	X	X	
50	B	12/13/2016		1/9/2017	Cure Not	Required	X	
51	B	3/2/2017		3/23/2017	Cure Not	Required		
52	B	4/10/2007	2/1/2018		X	X		
53	B	* 11/8/2006			X	X	X	
54	B	3/23/2018		8/14/2018	X	X		
55	B	8/31/2018		6/3/2019	X	X		
56	B	* 8/1/2016		10/14/2019	X	X	X	
57	B	* 11/28/2014			X	X	X	
58	B	5/7/2019		5/22/2019	X	X		
59	B	7/2/2019			X	X		
60	B	* 2/22/1993		12/28/2018	X	X	X	
61	B	* 11/5/2015			X	X	X	
62	B	* 10/7/2016			X	X	X	
63	B	* 1/18/2017		4/3/2019	X	X		
64	B	3/30/2017		4/4/2017	X	X		
65	B	10/25/2019			X	X		
66	B	11/11/2019		11/25/2019	X	X		
67	B	4/26/2018		5/1/2018	X	X		
68	C	4/29/2019		6/24/2019	X	X		
69	C	5/15/2019			X	X		
70	C	11/8/2019		12/2/2019	X	X		
71	C	1/12/2018			X	X		
72	C	9/11/2019		11/22/2019	X	X		
73	C	* 12/8/2014		4/25/2017	X	X	X	
74	C	1/18/2017	8/30/2019		X	X		
75	C	3/13/2018		8/15/2018	X	X		
76	C	7/7/2017		6/28/2018	X	X		
77	C	* 8/3/2015			X	X	X	
78	C	* 1/14/2016		4/25/2018	X	X	X	
79	C	* 5/5/2011			X	X	X	
80	C	* 2/24/2006			X	X	X	
81	C	* 11/27/2012			X	X	X	
82	C	* 4/5/2016		2/8/2018	X	X	X	
83	C	* 1/12/2012			X	X	X	
84	C	* 5/7/2010		4/24/2018	X	X	X	
85	C	* 5/18/2012		4/30/2018	X	X	X	
86	C	8/19/2008		4/30/2019	X	X	X	
	C	10/10/2016		12/27/2016			X	527
87	C	9/20/2019			X	X		
88	C	7/30/2018		10/11/2018	X	X		
89	C	4/19/2017		6/8/2017	X	X		
90	C	8/13/2018		8/17/2018	X	X		

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
91	C	11/14/2017		4/25/2018	X	X		
92	C	* 1/25/2017		6/22/2017	X	X		
93	C	* 3/3/2014			X	X	X	
94	C	* 3/24/2016		4/24/2018	X	X	X	
95	D	1/23/2019		4/30/2019	X	X		
96	D	* 11/18/2016			X	X	X	
97	D	10/10/2018		10/22/2018	X	X		
98	D	4/30/2019			X	X		
99	D	8/11/2014		1/3/2017	Cure Not	Required	X	
100	D	3/2/2017	4/20/2018		X	X		
101	D	6/1/2017		9/22/2017	X	X		
102	D	8/27/2019			X	X		
103	D	5/14/2018		6/12/2018	X	X		
104	D	1/20/2012	5/20/2019		X	X		
105	D	* 11/9/2010			X	X	X	
106	D	* 4/10/2014			X	X	X	
107	D	* 2/24/2009			X	X	X	
108	D	4/30/2018		10/30/2019	X	X		
109	D	* 1/12/2012		7/12/2019	X	X	X	
110	D	10/9/2019			X	X		
111	D	4/27/2018		11/30/2018	X	Post Off		
112	D	8/3/2017		2/16/2018	X	X		
113	D	9/9/2019		12/10/2019	X	X		
114	E	* 3/16/2017		8/24/2017	X	X		
115	E	8/19/2016		2/22/2017	Cure Not	Required	X	
116	E	3/27/2018		5/2/2018	X	X		
117	E	* 4/16/1999			X	Post Off	X	
118	E	* 2/26/2016		8/1/2017	X	X	X	
119	E	8/30/2019		10/21/2019	X	X		
120	E	7/7/2017		3/23/2018	X	X		
121	E	* 8/10/2004			X	X	X	
122	E	12/27/2016		3/2/2017	Cure Not	Required		
123	E	7/12/2018			X	X		
124	F	* 2/17/2017		6/23/2017	X	X		
125	F	5/14/2015		2/15/2017	Cure Not	Required		
126	F	8/2/2019			X	X		
127	F	11/18/2019			Cure Not	Required		
128	F	6/3/2019		6/3/2019	X	X		
129	F	4/25/2019		5/22/2019	X	X		
130	F	* 3/15/2017		5/11/2017	X	X		
131	F	8/16/2019		9/23/2019	X	X		
132	F	5/25/2017		6/9/2017	X	X		
133	F	11/30/2018		10/21/2019	X	X		
134	F	1/15/2018		2/6/2018	X	X		
135	F	12/12/2017			X	X		
136	F	* 12/17/2014	2/8/2017	5/16/2019	X	X		
137	F	5/5/2017		7/3/2018	X	X		

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
138	G	8/22/2019		10/2/2019	X	X		
139	G	6/3/2016		1/10/2017	Cure Not	Required	X	
140	G	4/27/2017			X	X		
141	G	* 2/23/2010		4/30/2018	X	X	X	
142	G	3/15/2017		3/31/2017	Cure Not	Required		
143	G	9/27/2018		12/4/2018	X	X		
144	G	4/23/2018		5/24/2018	X	X		
145	G	8/16/2018			X	X		
146	G	* 7/6/2016		12/14/2017	X	X	X	
147	G	1/10/2019		3/18/2019	X	X		
148	G	* 3/17/2017		2/13/2019	X	X		
149	G	7/26/2018		9/17/2018	X	X		
150	G	7/7/2017		6/18/2018	X	X		
151	G	8/27/2018		5/20/2019	X	X		
152	G	4/26/2018		6/6/2018	X	X		
153	G	* 1/16/2017		3/31/2017	Cure Not	Required		
154	G	5/8/2018		7/5/2018	X	X		
155	G	* 7/31/2014		10/9/2019	X	X	X	
156	G	* 5/31/2005			X	X	X	
157	G	11/25/2019			Cure Not	Required		
158	G	* 5/13/2010			X	X	X	
159	G	9/22/2017		11/22/2017	X	X		
160	G	* 2/12/2016		5/12/2017	X	X	X	
161	G	* 5/23/2016		7/2/2018	X	X	X	
162	G	8/2/2019		10/9/2019	X	X		
163	G	* 2/23/2015			X	X	X	
164	G	3/1/2016		1/26/2017	Cure Not	Required	X	
165	G	10/18/2018		6/17/2019	X	X		
166	G	9/28/2017		10/9/2019	X	X		
167	H	4/25/2019		9/9/2019	X	X		
168	H	* 2/13/2015			X	X	X	
169	H	* 8/19/2016		10/4/2017	X	X	X	
170	H	* 3/16/2016			X	X	X	
171	H	8/14/2019		9/23/2019	X	X		
172	H	6/3/2019		6/3/2019	X	X		
173	H	* 12/22/2015		9/22/2017	X	X	X	
174	H	* 11/17/2016		3/2/2018	X	X	X	
	H	10/10/2016		12/5/2016			X	528
175	H	12/29/2017		10/21/2019	X	X		
176	H	7/25/2018		9/25/2018	X	X		
177	H	7/23/2018			X	X		
178	H	1/8/2019		4/23/2019	X	X		
179	H	8/24/2016		2/15/2017	Cure Not	Required	X	
180	H	8/28/2018		11/5/2018	X	X		
181	H	2/11/2016		3/8/2017	Cure Not	Required	X	
182	H	* 5/9/2016		1/2/2019	X	X	X	
183	H	* 1/18/2016			X	X	X	

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
184	H	5/20/2019			X	X		
185	H	1/4/2019		3/28/2019	X	X		
186	H	8/21/2017			X	X		
187	H	3/16/2017			X	X		
188	H	* 5/19/2015			X	X	X	
189	H	* 11/16/2016		2/16/2018	X	X	X	
190	H	11/10/2016		1/9/2017	Cure Not	Required	X	
191	H	2/22/2018		3/12/2018	X	X		
192	H	5/1/2017		8/1/2017	X	X		
193	H	3/7/2018		4/19/2018	X	X		
194	H	* 3/25/2010		7/20/2017	X	X		
195	H	* 9/19/2012			X	X	X	
	H	11/14/2016		12/19/2016			X	529
196	H	* 5/16/2016		4/17/2017	X	X	X	
197	H	* 5/27/2014			X	X	X	
198	H	* 5/14/2009		8/2/2019	X	X	X	
199	H	* 8/7/2007			X	X	X	
200	H	* 11/19/2014		8/4/2017	X	X	X	
201	H	* 3/14/2017		9/18/2017	X	X		
202	H	1/15/2019		2/6/2019	X	X		
203	H	* 1/13/2017		4/24/2017	X	X		
204	H	3/5/2019			X	X		
205	H	12/29/2016		1/13/2017	Cure Not	Required		
206	H	11/13/2019			X	X		
207	H	5/4/2018			X	X		
208	H	* 6/9/2016		10/23/2017	X	X	X	
209	I	12/3/2018		1/29/2019	X	X		
210	I	1/17/2018		8/1/2018	X	X		
211	I	* 8/11/2014			X	X	X	
212	I	3/1/2016		1/6/2017	Cure Not	Required	X	
213	J	6/23/2017		9/18/2018	X	X		
214	J	* 9/19/2012		4/24/2017	X	X	X	
215	J	* 8/9/2013			X	X	X	
216	J	1/12/2017		1/24/2017	Cure Not	Required		
217	J	* 5/1/2001			X	Post Off	X	
218	J	* 3/10/2014			X	X	X	
219	J	5/7/2019			X	X		
220	J	3/8/2018		4/3/2018	X	X		
221	J	3/8/2018		4/24/2018	X	X		
222	J	* 3/11/2014			X	X	X	
223	J	5/25/2018	11/1/2019		X	X		
224	J	6/12/2019			X	X		
225	J	3/11/2019		3/26/2019	X	X		
226	J	* 2/3/2017		2/23/2017	Cure Not	Required		
227	J	10/9/2019		10/18/2019	X	X		
228	J	* 8/31/1981			X	X	X	
229	J	* 7/1/2000			X	Post Off	X	

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
230	J	* 4/1/1993			X	Post Off	X	
231	J	* 2/20/2007			X	X	X	
232	J	* 9/30/1988			X	X	X	
233	J	* 2/20/2007			X	X	X	
234	K	* 8/16/2011		7/21/2017	X	X		
235	K	* 12/14/2016		10/9/2017	X	X	X	
236	K	* 8/8/2000			X	Post Off	X	
237	K	10/2/2019			X	X		
238	K	* 2/6/2008		3/23/2018	X	X	X	
239	K	* 11/4/2016		5/26/2017	X	X	X	
240	K	1/14/2019		11/22/2019	X	X		
241	K	* 4/4/2014			X	X	X	
	K	11/4/2016		12/16/2016			X	530
242	K	* 1/25/2007			X	X	X	
243	K	3/2/2018		4/23/2018	X	X		
244	K	* 3/24/2017		5/10/2017	X	X		
245	K	* 8/11/2014		7/29/2019	X	X	X	
246	L	6/22/2017		3/15/2019	X	X		
247	L	5/1/2018		6/25/2019	X	X		
	L	11/14/2016		12/8/2016			X	531
248	L	6/26/2017		8/31/2017	X	X		
249	L	1/17/2018		3/20/2018	X	X		
250	L	1/31/2018		2/23/2018	X	X		
251	L	5/17/2018			X	X		
252	L	* 3/8/2013			X	X	X	
253	L	4/19/2017		7/12/2017	X	X		
254	L	* 6/26/2007			X	X	X	
255	L	* 7/29/2014			X	X	X	
256	L	4/17/2017			X	X		
257	L	4/19/2019		5/7/2019	X	X		
258	L	* 7/23/2014			X	X	X	
259	L	* 3/11/2014			X	X	X	
260	L	2/3/2017	1/2/2018		X	X		
261	L	* 7/11/2012			X	X	X	
262	L	8/20/2018		10/29/2018	X	X		
263	L	5/23/2018			X	X		
264	L	5/15/2018			X	X		
265	L	* 1/22/2013			X	X	X	
266	M	8/14/2018			X	X		
267	M	* 2/23/2015			X	X	X	
268	M	* 5/8/1998		4/10/2018	X	X	X	
269	M	* 4/30/1996			X	X	X	
270	M	12/13/2017			X	X		
271	M	* 12/4/1995			X	X	X	
272	M	* 8/17/2012			X	X	X	
273	M	* 11/17/2016		7/14/2017	X	X	X	
274	M	* 1/14/2008		3/15/2019	X	X	X	

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
275	M	* 12/6/2012		4/2/2018	X	X	X	
276	M	4/8/2013	5/3/2019		X	X	X	
	M	9/28/2016		12/8/2016			X	532
277	M	6/19/2018		12/31/2018	X	X		
278	M	* 4/28/1995			X	X	X	
279	M	* 2/11/2015		12/17/2018	X	X	X	
280	M	11/10/2017		4/13/2018	X	X		
281	M	6/28/2017		1/15/2018	X	X		
282	M	3/13/2018		7/26/2018	X	X		
283	M	11/22/2017		4/2/2018	X	X		
284	M	8/31/2018			X	X		
285	M	1/24/2018		2/7/2018	X	X		
286	M	* 12/16/2014		11/30/2017	X	X		
287	M	8/14/2018			X	X		
288	M	10/16/2019		11/14/2019	X	X		
289	M	* 2/2/2016		4/3/2017	X	X	X	
290	M	* 4/19/2016	8/23/2017		X	X	X	
291	M	* 1/26/2017		4/7/2017	X	X		
292	M	3/22/2019		7/10/2019	X	X		
293	M	12/15/2016		1/16/2017	Cure Not	Required	X	
294	M	* 3/6/2017		3/23/2017	Cure Not	Required		
295	M	* 6/3/1993			X	X	X	
296	M	* 9/25/1992			X	X	X	
297	M	8/29/2016	11/8/2019		X	X	X	
298	M	* 12/19/2013			X	X	X	
299	M	9/20/2019		10/3/2019	X	X		
300	M	5/1/2017		7/3/2017	X	X		
301	M	* 12/9/2016		7/3/2018	X	X		
302	M	* 1/26/2016		2/9/2018	X	X	X	
303	M	8/14/2018			X	X		
304	M	* 2/1/2017		3/16/2017	Cure Not	Required		
305	M	4/27/2018		6/5/2018	X	X		
306	M	1/30/2019			X	X		
307	M	2/9/2015	8/5/2019	10/30/2019	X	X	X	
308	M	* 7/20/2012			X	X	X	
309	M	* 6/5/2014			X	X	X	
310	M	12/19/2016		3/6/2017	Cure Not	Required		
311	M	* 7/24/2000			X	Post Off	X	
312	M	9/14/2017		11/10/2017	X	X		
313	M	6/7/2018		6/22/2018	X	X		
314	M	* 3/17/2017		4/28/2017	X	X		
315	M	* 10/19/2016		3/28/2017	X	X	X	
316	M	4/26/2018		6/25/2018	X	X		
317	M	8/29/2017		9/8/2017	X	X		
318	M	* 1/31/2012		1/4/2018	X	X	X	
319	M	* 8/18/2010			X	X	X	
320	M	* 11/11/2016		5/17/2017	X	X	X	

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
321	M	5/7/2018		5/16/2018	X	X		
322	M	3/8/2018		3/20/2018	X	X		
323	M	7/24/2017		8/15/2017	X	X		
324	M	7/24/2017		8/15/2017	X	X		
325	M	* 1/27/2017		4/3/2017	X	X		
326	M	* 3/9/2004			X	X	X	
327	M	* 8/16/2016		4/30/2017	X	X	X	
328	M	* 11/1/2016			X	X	X	
329	M	* 8/1/2016			X	X	X	
330	M	* 6/27/2016		12/12/2017	X	X	X	
331	M	* 12/16/1999		10/31/2019	X	X	X	
332	M	5/17/2019		9/23/2019	X	X		
333	N	* 5/30/2012			X	X	X	
334	N	* 8/19/2016			X	X	X	
335	N	* 3/18/1996			X	X	X	
336	N	4/22/2019		4/25/2019	Cure Not	Required		
337	N	* 4/6/2010			X	X	X	
338	N	12/19/2016		1/9/2017	Cure Not	Required		
339	N	* 6/13/2012			X	X	X	
340	N	12/15/2015	7/31/2019	10/21/2019	X	X		
341	N	* 12/4/2003			X	X	X	
342	N	* 10/28/2016		3/24/2017	X	X	X	
343	O	* 2/17/2004			X	X	X	
344	O	* 1/11/2017		11/10/2017	X	X		
345	O	7/3/2017		3/13/2018	X	X		
346	O	* 11/17/2016		4/14/2017	X	X	X	
	O	8/9/2016		12/8/2016			X	533
347	O	6/14/2019		9/9/2019	X	X		
348	O	* 5/19/2010		9/11/2019	X	X	X	
	O	11/18/2016		12/12/2016			X	534
349	P	* 2/17/2017		8/27/2019	X	X		
350	P	* 5/8/2001			X	X	X	
351	P	* 3/19/2015		5/31/2017	X	X	X	
352	P	* 7/30/2015			X	X	X	
353	P	1/8/2018			X	X		
354	P	* 12/3/2014		5/30/2018	X	X	X	
355	P	11/14/2018		1/2/2019	X	X		
356	P	1/13/2017		3/6/2017	Cure Not	Required		
357	P	* 10/1/2014		2/28/2018	X	X	X	
358	P	4/12/2019		6/10/2019	X	X		
359	P	* 1/16/2017		4/24/2017	X	X		
360	P	4/25/2017	1/2/2019	9/3/2019	X	X		
361	P	11/1/2018		11/7/2018	X	X		
362	P	2/20/2019		3/8/2019	X	X		
363	P	7/6/2017		7/31/2019	X	X		
364	P	* 5/22/2006			X	X	X	
365	P	6/18/2018			X	X		

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#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
366	P	12/8/2017		2/1/2018	X	X		
367	P	7/6/2017		7/31/2019	X	X		
368	P	* 5/8/2014			X	X	X	
369	P	11/15/2019			X	X		
370	P	3/19/2019		4/25/2019	X	X		
371	P	5/15/2018		9/10/2019	X	X		
372	P	* 2/3/2017		4/11/2017	X	X		
373	P	* 8/22/2014		9/22/2017	X	X	X	
374	P	1/29/2019		11/6/2019	X	X		
375	P	5/25/2018		6/5/2018	X	X		
376	P	9/29/2016	10/2/2019		X	X	X	
377	P	* 1/11/2007		8/6/2018	X	X	X	
378	P	1/23/2019		7/15/2019	X	X		
379	P	* 3/4/2009		4/9/2019	X	X	X	
380	P	7/19/2017		3/8/2018	X	X		
381	R	* 5/19/2010			X	X	X	
382	R	* 12/31/2009			X	X	X	
383	R	* 12/9/2016			X	X	X	
384	R	4/25/2018		10/2/2019	X	X		
385	R	* 12/12/2016		4/10/2018	X	X	X	
386	R	4/13/2017		5/23/2017	X	X		
387	R	5/7/2019		8/5/2019	X	X		
388	R	* 5/25/2012			X	X	X	
389	R	* 5/25/2012			X	X	X	
390	R	11/20/2017		12/1/2017	X	X		
391	R	6/19/2018		9/7/2018	X	X		
392	R	5/15/2019		10/10/2019	X	X		
393	R	* 7/21/2014			X	X	X	
394	R	* 12/29/2016		4/4/2017	X	X		
395	R	3/4/2019		5/7/2019	X	X		
396	R	* 9/16/2008			X	X	X	
397	R	4/26/2019		6/3/2019	X	X		
398	R	6/11/2019		7/31/2019	X	X		
399	R	* 3/31/1999			X	X	X	
400	R	8/7/2017		2/22/2018	X	X		
401	R	1/5/2017		1/13/2017	Cure Not	Required		
402	R	11/15/2017		1/15/2018	X	X		
403	R	* 11/18/2016		7/24/2018	X	X	X	
404	R	* 4/3/2014		5/28/2017	X	X	X	
405	R	* 2/8/2002			X	X	X	
406	R	* 8/12/2009		8/2/2019	X	X	X	
407	R	* 8/29/1991			X	X	X	
408	R	* 3/29/2016			X	X	X	
409	R	* 8/11/2014		1/28/2019	X	X	X	
410	R	* 6/7/2006			X	X	X	
411	R	7/10/2017		6/17/2019	X	X		
412	R	4/26/2018			X	X		

JONBEC CARE INC
Pay Stub List

#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
413	R	* 7/29/2016			X	X	X	
414	R	5/5/2017		8/25/2017	X	X		
415	R	* 12/1/1996			X	X	X	
416	S	7/22/2019			X	X		
417	S	10/6/2017		11/10/2017	X	X		
418	S	4/12/2017		6/6/2018	X	X		
419	S	* 9/13/2012			X	X	X	
420	S	12/3/2018			X	X		
421	S	* 1/26/2017		3/15/2018	X	X		
422	S	7/3/2019		7/10/2019	X	X		
423	S	6/5/2017		2/22/2019	X	X		
424	S	* 5/13/2009			X	X	X	
425	S	11/15/2019		11/25/2019	X	X		
426	S	11/4/2019		12/2/2019	X	X		
427	S	* 2/5/2015		8/23/2017	X	X	X	
428	S	1/5/2017		1/16/2017	Cure Not	Required		
429	S	1/14/2019			X	X		
430	S	11/29/2017		4/2/2018	X	X		
431	S	* 11/27/2001			X	X	X	
432	S	* 7/28/1997			X	X	X	
433	S	* 8/11/2014		2/2/2018	X	X	X	
434	S	* 4/3/2003			X	X	X	
435	S	* 11/1/2013		8/8/2018	X	X	X	
436	S	10/2/2017		10/10/2017	X	X		
437	S	5/14/2018		9/13/2019	X	X		
438	S	* 4/15/2011		5/22/2017	X	X	X	
439	S	* 12/1/1996			X	X	X	
440	S	9/18/2018			X	X		
441	S	* 5/23/2016		12/8/2017	X	X	X	
442	S	11/14/2017		10/7/2019	X	X		
443	S	* 9/16/2013		3/31/2018	X	X	X	
444	S	9/18/2017	4/9/2019		X	X		
445	S	* 11/18/2016			X	X	X	
446	S	1/28/2019			X	X		
447	S	1/7/2019			X	X		
448	S	10/1/2019			X	X		
449	S	* 9/30/2016			X	X	X	
450	S	* 1/6/2014			X	X	X	
451	S	3/21/2017		11/17/2017	X	X		
452	S	7/13/2018			X	X		
453	S	4/19/2017		5/8/2017	X	X		
454	S	5/20/2019			X	X		
455	S	* 3/15/2017		3/30/2017	X	X		
456	S	* 2/2/2017			X	X		
457	S	4/17/2017		4/25/2017	X	X		
458	S	7/26/2017		1/29/2019	X	X		
459	S	* 1/28/2013			X	X	X	

JONBEC CARE INC
Pay Stub List

#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub	
							2016	Add'l #
	S	10/10/2016		12/15/2016			X	535
460	S	11/6/2019		11/13/2019	X	X		
461	S	* 4/2/2014			X	X	X	
462	S	* 8/27/2014			X	X	X	
463	S	* 6/16/2016		6/15/2017	X	X	X	
464	S	5/2/2019		7/19/2019	X	X		
465	S	* 11/5/1992			X	X	X	
466	S	12/28/2018			X	X		
467	S	* 1/16/2017		11/10/2017	X	X		
468	T	* 4/14/2014			X	X	X	
469	T	* 10/16/2008		12/27/2018	X	X	X	
470	T	* 12/8/2009			X	X	X	
471	T	* 7/29/2015			X	X	X	
472	T	6/1/2017			X	X		
473	T	12/12/2016		3/21/2017	Cure Not	Required	X	
474	T	10/25/2019		11/8/2019	X	X		
475	T	5/30/2019		6/17/2019	X	X		
476	T	11/21/2019			Cure Not	Required		
477	T	5/9/2019		8/1/2019	X	X		
478	T	12/19/2016	9/23/2019		X	X		
479	T	1/25/2018		12/20/2018	X	X		
480	T	9/5/2019			X	X		
481	T	7/18/2017		8/2/2017	X	X		
482	T	8/31/2018		3/8/2019	X	X		
483	T	* 8/9/2011		9/29/2017	X	X	X	
484	T	3/21/2018		4/5/2018	X	X		
485	T	6/15/2017		8/19/2019	X	X		
486	T	* 1/8/2002			X	X	X	
487	T	12/28/2017			X	X		
488	T	10/13/2016		1/26/2017	Cure Not	Required	X	
489	T	* 2/5/2009			X	X	X	
490	T	5/8/2018		6/6/2018	X	X		
491	T	4/14/2017		7/19/2017	X	X		
492	T	* 8/12/2010		4/5/2019	X	X	X	
493	U	1/15/2018			X	X		
494	U	4/1/2014		10/21/2019	X	X	X	
495	V	4/17/2019		5/8/2019	X	X		
496	V	9/9/2019		10/21/2019	X	X		
497	V	* 11/6/2015		12/2/2019	X	X	X	
498	V	8/3/2018			X	X		
499	V	* 12/6/2012			X	X	X	
500	V	* 8/4/1992			X	Post Off	X	
501	V	3/2/2018		2/28/2019	X	X		
502	V	5/17/2018		5/31/2018	X	X		
503	V	5/21/2018			X	X		
504	W	12/12/2017		2/23/2018	X	X		
505	W	* 7/26/2016		11/22/2017	X	X	X	

JONBEC CARE INC
Pay Stub List

#	Employee	Hire Date	Rehire	Term Date	Verify	Mail	Pay Stub 2016	Add'l #
506	W	8/17/2018		9/24/2018	X	X		
507	W	7/10/2019			X	X		
508	W	10/25/2019			X	X		
509	W	4/8/2016	10/25/2019	11/13/2019	X	X	X	
510	W	4/23/2018		7/24/2018	X	X		
511	W	7/2/2018		5/29/2019	X	X		
512	W	4/30/2019		5/13/2019	X	X		
513	W	* 10/19/2006		1/2/2018	X	X	X	
514	W	12/21/2017		8/16/2019	X	X		
515	W	5/25/2018		6/8/2018	X	X		
516	W	6/19/2018		9/7/2018	X	X		
517	W	8/3/2018		8/14/2019	X	X		
518	W	* 5/16/2002			X	X	X	
519	W	9/13/2019			X	X		
520	Y	9/20/2019		10/21/2019	X	X		
521	Y	6/18/2019		8/26/2019	X	X		
522	Y	4/26/2019		9/10/2019	X	X		
523	Z	5/12/2017			X	X		

Cure Not Required for Pay Stubs 11/28/2016 - 3/24/2017 or 1st Check after 12/4/2019

* Pay Stubs from 3/24/2017

Number of Employees 1/1/2017 - 12/4/2019	523	
Number of Employees 11/28/2016 - 12/31/2016		222
Number of Employees From 2016 Not on List 1/1/2017-12/4/2019	12	
Total Employees 11/28/2016 - 12/4/2019	535	
Less # of Employees From 2016 Not on List 1/1/2017 - 12/4/2019	12	
Less "Cure" Not Required	35	
Total Mailings	488	488

Exhibit 3

Exhibit 3

EXHIBIT “4”

Amount Pa Recipient

- ✓ \$4.15 A [Redacted] C [Redacted], [Redacted] CA 92553-1840, US
- ✓ \$5.55 A [Redacted] L [Redacted], [Redacted] CA 92399-4245, US
- ✓ \$6.00 A [Redacted] A [Redacted] CA 92411-1737, US
- ✓ \$4.15 A [Redacted] V [Redacted] CA 92557-6360, US
- ✓ \$5.70 A [Redacted] P [Redacted] CA 92354-2418, US
- ✓ \$4.15 A [Redacted] A [Redacted] CA 92354-2338, US
- ✓ \$5.85 A [Redacted] B [Redacted] CA 92507-1057, US
- ✓ \$6.30 A [Redacted] S [Redacted] CA 92223-1725, US
- ✓ \$6.30 A [Redacted] K [Redacted] CA 92374-1775, US
- ✓ \$6.15 A [Redacted] B [Redacted] CA 92551-7123, US
- ✓ \$4.95 A [Redacted] A [Redacted] CA 92399-2294, US
- ✓ \$4.30 A [Redacted] A [Redacted] CA 92407-2303, US
- ✓ \$6.30 A [Redacted] P [Redacted] CA 92399-2622, US
- ✓ \$4.30 A [Redacted] A [Redacted] CA 92407-6328, US
- ✓ \$4.30 A [Redacted] R [Redacted] CA 92374-2927, US
- ✓ \$5.25 A [Redacted] C [Redacted] CA 92410-1808, US
- ✓ \$4.30 A [Redacted] W [Redacted] CA 92507-0128, US
- ✓ \$6.30 A [Redacted] S [Redacted] CA 92373-5745, US
- ✓ \$4.15 A [Redacted] T [Redacted] CA 92395-5664, US
- ✓ \$5.40 A [Redacted] H [Redacted] CA 92399-2631, US
- ✓ \$4.95 A [Redacted] E [Redacted] CA 92399-4313, US
- ✓ \$5.10 A [Redacted] W [Redacted] CA 92354-6520, US
- ✓ \$6.30 A [Redacted] R [Redacted] CA 92410-4654, US
- ✓ \$4.15 A [Redacted] W [Redacted] CA 92223-7463, US
- ✓ \$4.15 A [Redacted] S [Redacted] CA 92543-6967, US
- ✓ \$4.30 A [Redacted] C [Redacted] CA 92335-3986, US
- ✓ \$6.15 A [Redacted] H [Redacted] CA 92354-2676, US
- ✓ \$6.30 A [Redacted] J [Redacted] CA 92313-5260, US
- ✓ \$6.15 A [Redacted] K [Redacted] CA 92354-2341, US
- ✓ \$6.30 A [Redacted] S [Redacted] CA 92320-2400, US
- ✓ \$4.15 A [Redacted] D [Redacted] CA 92399-2367, US
- ✓ \$4.15 A [Redacted] Y [Redacted] CA 92545-5616, US
- ✓ \$5.55 A [Redacted] A [Redacted] CA 92354-2209, US
- ✓ \$4.95 A [Redacted] M [Redacted] CA 92354-3419, US
- ✓ \$4.95 A [Redacted] E [Redacted] CA 92373-6042, US
- ✓ \$4.30 A [Redacted] R [Redacted] CA 92376-4646, US
- ✓ \$6.15 A [Redacted] B [Redacted] CA 92354-2669, US
- ✓ \$6.30 A [Redacted] T [Redacted] CA 92408-3661, US
- ✓ \$4.15 A [Redacted] F [Redacted] CA 92553-2860, US
- ✓ \$4.80 A [Redacted] T [Redacted] CA 92346-3362, US
- ✓ \$6.30 A [Redacted] S [Redacted] CA 92399-2474, US
- ✓ \$4.15 A [Redacted] F [Redacted] CA 92411-2121, US
- ✓ \$4.15 A [Redacted] F [Redacted] CA 92411-1644, US
- ✓ \$6.15 A [Redacted] C [Redacted] CA 92320-1150, US
- ✓ \$6.30 B [Redacted] M [Redacted] CA 92408-4179, US
- ✓ \$5.70 B [Redacted] H [Redacted] CA 92354, US
- ✓ \$4.30 B [Redacted] S [Redacted] CA 92399-5642, US
- ✓ \$6.30 B [Redacted] J [Redacted] CA 92324-9441, US
- ✓ \$6.15 B [Redacted] F [Redacted] CA 92408-2913, US
- ✓ \$4.80 B [Redacted] C [Redacted] CA 92408-3858, US
- ✓ \$5.25 B [Redacted] S [Redacted] CA 92399-4304, US

3

~~\$4.15 DRedacted RRedacted CA 92335-5369, US~~
~~\$4.15 DRedacted RRedacted CA 92410-4042, US~~
~~\$4.30 DRedacted PRedacted CA 92301-3634, US~~
~~\$4.30 DRedacted VRedacted CA 91730-7500, US~~
~~\$5.70 DRedacted RRedacted CA 92411-1207, US~~
~~\$4.15 DRedacted SRedacted CA 92408-2215, US~~
~~\$6.15 DRedacted URedacted CA 92407-4619, US~~
~~\$5.70 DRedacted URedacted CA 92399-4248, US~~
~~\$6.00 DRedacted TRedacted CA 92411-2101, US~~
~~\$6.15 DRedacted NRedacted CA 92320-1224, US~~
~~\$4.15 DRedacted WRedacted CA 92346-2874, US~~
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~~\$4.15 DRedacted PRedacted CA 92374-2206, US~~
~~\$4.15 DRedacted QRedacted CA 92324-8114, US~~
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~~\$5.10 DRedacted ARedacted CA 92399-2633, US~~
~~\$5.10 DRedacted FRedacted CA 92410-1140, US~~
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~~\$4.15 DRedacted MRedacted CA 92374-4441, US~~
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~~\$5.25 DRedacted WRedacted CA 92407-2496, US~~
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~~\$5.25 ERedacted SRedacted CA 92346, US~~
~~\$4.15 ERedacted SRedacted CA 92354-1700, US~~

Exploit 3

~~\$6.30~~ BRedacted SRedacted CA 92408-3013, US
~~\$4.15~~ BRedacted RRedacted CA 92324-9515, US
~~\$4.30~~ BRedacted MRedacted CA 92373-5095, US
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~~\$6.30~~ BRedacted RRedacted CA 92399-5924, US
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~~\$4.15~~ CRedacted DRedacted CA 91001-3052, US
~~\$5.70~~ CRedacted PRedacted CA 92399-5322, US
~~\$4.15~~ CRedacted YRedacted CA 92399-1645, US
~~\$4.15~~ CRedacted PRedacted CA 92374-4437, US
~~\$4.15~~ CRedacted GRedacted CA 91766-5608, US
~~\$6.30~~ CRedacted PRedacted CA 92377-4878, US
~~\$4.15~~ CRedacted CRedacted CA 92545-5075, US
~~\$6.30~~ CRedacted RRedacted CA 92346-3656, US
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~~\$5.40~~ CRedacted RRedacted CA 92407-2855, US
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~~\$4.15~~ DRedacted ARedacted CA 92504-2658, US
~~\$4.15~~ DRedacted RRedacted CA 92557-7839, US
~~\$4.95~~ DRedacted HRedacted CA 92404-6208, US

Delete / Refund
~~51973~~

Exhibit 3

- ~~\$6.15 E ^{Redacted} S ^{Redacted} CA 92354-2340, US~~
- ~~\$5.25 E ^{Redacted} F ^{Redacted} CA 92374-3950, US~~
- ~~\$4.15 E ^{Redacted} R ^{Redacted} CA 92410-1923, US~~
- ~~\$5.10 E ^{Redacted} W ^{Redacted} CA 92408-3652, US~~
- ~~\$4.15 F ^{Redacted} T ^{Redacted} CA 92410-4411, US~~
- ~~\$5.10 F ^{Redacted} G ^{Redacted} MO 63020-1404, US~~
- ~~\$5.25 F ^{Redacted} G ^{Redacted} MO 63020-1404, US~~
- ~~\$4.15 F ^{Redacted} B ^{Redacted} CA 92410-4165, US~~
- ~~\$6.00 F ^{Redacted} H ^{Redacted} CA 92324-1311, US~~
- ~~\$5.85 F ^{Redacted} H ^{Redacted} CA 92374-3636, US~~
- ~~\$4.15 F ^{Redacted} B ^{Redacted} CA 92404-5298, US~~
- ~~\$6.30 F ^{Redacted} G ^{Redacted} CA 92399-4566, US~~
- ~~\$4.30 F ^{Redacted} M ^{Redacted} CA 92374-3490, US~~
- ~~\$4.30 F ^{Redacted} F ^{Redacted} NV 89121-4666, US~~
- ~~\$5.85 G ^{Redacted} R ^{Redacted} CA 92359-1386, US~~
- ~~\$4.15 G ^{Redacted} A ^{Redacted} CA 92324-4521, US~~
- ~~\$6.30 G ^{Redacted} S ^{Redacted} CA 92316-1980, US~~
- ~~\$6.15 G ^{Redacted} C ^{Redacted} CA 92346-4028, US~~
- ~~\$6.15 G ^{Redacted} R ^{Redacted} CA 92408-2977, US~~
- ~~\$4.50 G ^{Redacted} P ^{Redacted} CA 92507-2393, US~~
- ~~\$5.10 G ^{Redacted} F ^{Redacted} CA 92507-2393, US~~
- ~~\$5.85 G ^{Redacted} T ^{Redacted} CA 92373-5763, US~~
- ~~\$4.15 G ^{Redacted} G ^{Redacted} CA 92320-1703, US~~
- ~~\$4.15 G ^{Redacted} J ^{Redacted} CA 92223-1916, US~~
- ~~\$5.40 G ^{Redacted} P ^{Redacted} CA 92346-5928, US~~
- ~~\$6.00 G ^{Redacted} P ^{Redacted} CA 92354-1732, US~~
- ~~\$6.15 G ^{Redacted} L ^{Redacted} CA 92553-2840, US~~
- ~~\$4.30 G ^{Redacted} K ^{Redacted} CA 92374-3457, US~~
- ~~\$4.30 G ^{Redacted} A ^{Redacted} CA 92399-1654, US~~
- ~~\$6.15 H ^{Redacted} N ^{Redacted} CA 92354-2338, US~~
- ~~\$6.15 H ^{Redacted} B ^{Redacted} CA 92354-3968, US~~
- ~~\$6.15 H ^{Redacted} N ^{Redacted} CA 92507-0128, US~~
- ~~\$5.10 H ^{Redacted} M ^{Redacted} CA 92354-1703, US~~
- ~~\$4.15 H ^{Redacted} A ^{Redacted} CA 92354-2007, US~~
- ~~\$4.95 H ^{Redacted} B ^{Redacted} CA 92399-4566, US~~
- ~~\$4.15 H ^{Redacted} G ^{Redacted} CA 92359-1363, US~~
- ~~\$5.25 H ^{Redacted} C ^{Redacted} CA 92408-3653, US~~
- ~~\$4.15 H ^{Redacted} L ^{Redacted} CA 92375-2795, US~~
- ~~\$5.10 I ^{Redacted} E ^{Redacted} CA 92399-2632, US~~
- ~~\$4.30 I ^{Redacted} D ^{Redacted} CA 92373-8484, US~~
- ~~\$6.15 I ^{Redacted} P ^{Redacted} CA 92354-1732, US~~
- ~~\$6.30 I ^{Redacted} H ^{Redacted} CA 92543-7112, US~~
- ~~\$6.30 I ^{Redacted} C ^{Redacted} CA 92324-2226, US~~
- ~~\$6.15 I ^{Redacted} D ^{Redacted} CA 92399-1815, US~~
- ~~\$6.15 I ^{Redacted} M ^{Redacted} CA 92408-2977, US~~
- ~~\$4.15 J ^{Redacted} H ^{Redacted} CA 92399-4139, US~~
- ~~\$6.30 J ^{Redacted} S ^{Redacted} CA 92346-5474, US~~
- ~~\$5.55 J ^{Redacted} L ^{Redacted} CA 92399-1749, US~~
- ~~\$4.15 J ^{Redacted} C ^{Redacted} CA 92404-2338, US~~
- ~~\$5.85 J ^{Redacted} C ^{Redacted} CA 92374-3493, US~~
- ~~\$5.40 J ^{Redacted} E ^{Redacted} CA 92407-4644, US~~
- ~~\$4.95 J ^{Redacted} B ^{Redacted} CA 92373-6042, US~~

Delete/Refund
545768

Delete/Refund

3

- ~~\$4.30~~ JRedacted BRedacted CA 92346-3575, US
- ~~\$4.15~~ JRedacted SRedacted CA 92346-5613, US
- ~~\$4.15~~ JRedacted MRedacted CA 92399-4339, US
- ~~\$4.15~~ JRedacted RRedacted CA 92313-8220, US
- ~~\$4.15~~ JRedacted WRedacted CA 92407-2961, US
- ~~\$4.15~~ JRedacted IRedacted CA 92220-1455, US
- ~~\$5.85~~ JRedacted FRedacted CA 92545-8710, US
- ~~\$6.30~~ JRedacted TRedacted CA 92354-2028, US
- ~~\$5.85~~ JRedacted LRedacted CA 92346-4028, US
- ~~\$4.15~~ JRedacted URedacted CA 92346-4028, US
- ~~\$4.15~~ JRedacted TRedacted CA 92374-6418, US
- ~~\$4.15~~ JRedacted SRedacted CA 92324-6456, US
- ~~\$4.15~~ JRedacted TRedacted CA 92346-4330, US
- ~~\$4.95~~ JRedacted HRedacted CA 92354-2675, US
- ~~\$4.95~~ JRedacted MRedacted CA 92399-4139, US
- ~~\$5.85~~ JRedacted HRedacted CA 92404-4325, US
- ~~\$4.15~~ JRedacted ARedacted CA 92373-5503, US ←
- ~~\$4.95~~ JRedacted ERedacted CA 95341-5233, US
- ~~\$5.10~~ JRedacted GRedacted CA 92407-6634, US
- ~~\$5.10~~ JRedacted SRedacted CA 92399-4346, US
- ~~\$5.55~~ JRedacted MRedacted CA 92410-5015, US
- ~~\$6.30~~ JRedacted JRedacted CA 92373-6219, US
- ~~\$5.25~~ JRedacted WRedacted CA 92376-4632, US
- ~~\$6.30~~ JRedacted MRedacted CA 92399-1297, US
- ~~\$4.15~~ JRedacted LRedacted CA 92354-1787, US
- ~~\$6.30~~ JRedacted JRedacted CA 92324-9441, US
- ~~\$4.15~~ JRedacted SRedacted CA 92373-8475, US
- ~~\$6.30~~ JRedacted LRedacted CA 92399-3029, US
- ~~\$5.10~~ JRedacted SRedacted CA 92373-8472, US
- ~~\$4.15~~ JRedacted RRedacted CA 92320-1539, US
- ~~\$4.15~~ JRedacted ARedacted CA 92408-2947, US
- ~~\$4.95~~ JRedacted ARedacted OH 43952-2521, US
- ~~\$4.15~~ JRedacted MRedacted CA 92324-9441, US
- ~~\$5.55~~ JRedacted PRedacted CA 92399-2622, US
- ~~\$4.30~~ JRedacted FRedacted CA 92548-9310, US
- ~~\$6.00~~ JRedacted BRedacted CA 92354-2624, US
- ~~\$6.00~~ JRedacted BRedacted CA 92324-8495, US
- ~~\$6.30~~ JRedacted SRedacted CA 92408-3657, US
- ~~\$4.95~~ JRedacted SRedacted CA 92374-4918, US
- ~~\$6.15~~ KRedacted CRedacted CA 92408-3661, US
- ~~\$4.15~~ KRedacted VRedacted CA 92346-2845, US
- ~~\$6.15~~ KRedacted BRedacted CA 92354-2669, US
- ~~\$4.15~~ KRedacted ARedacted CA 92407-3532, US
- ~~\$5.25~~ KRedacted ARedacted CA 92407-3532, US
- ~~\$4.15~~ KRedacted VRedacted CA 92405-4713, US
- ~~\$5.55~~ KRedacted DRedacted CA 92508-6259, US
- ~~\$4.95~~ KRedacted HRedacted CA 92407-3428, US
- ~~\$4.15~~ KRedacted GRedacted CA 92324-9720, US
- ~~\$5.70~~ KRedacted GRedacted CA 92324-9720, US ←
- ~~\$4.15~~ KRedacted SRedacted CA 92405-4008, US
- ~~\$5.10~~ KRedacted KRedacted CA 92354-2317, US
- ~~\$5.25~~ KRedacted KRedacted CA 92354-2317, US

debit 3

Delete/Refund no slip

Delete/Refund no slip

Delete/Refund

Delete/Refund

- ~~\$4.50 KRedacted PRedacted CA 92382-1647, US~~
- ~~✓ \$5.10 KRedacted PRedacted CA 92382-1647, US~~
- ~~✓ \$4.15 KRedacted SRedacted CA 92345-5277, US~~
- ~~\$4.15 KRedacted HRedacted CA 92220-3371, US~~
- ~~\$6.30 KRedacted MRedacted CA 92346-4658, US~~
- ~~\$4.95 KRedacted HRedacted CA 92548-9310, US~~
- ~~\$5.40 KRedacted MRedacted CA 92324-2710, US~~
- ~~\$6.15 KRedacted IRedacted CA 92408-1259, US~~
- ~~\$6.15 KRedacted MRedacted CA 92316-2033, US~~
- ~~\$5.10 KRedacted SRedacted CA 92346-6708, US~~
- ~~\$4.15 LRedacted HRedacted CA 92337-0199, US~~
- ~~\$5.85 LRedacted SRedacted CA 92354-3006, US~~
- ~~\$5.70 LRedacted IRedacted CA 92354, US~~
- ~~\$4.15 LRedacted GRedacted CA 92359-1354, US~~
- ~~\$6.00 LRedacted PRedacted CA 92404-4279, US~~
- ~~\$6.30 LRedacted MRedacted CA 92399-2555, US~~
- ~~\$5.40 LRedacted SRedacted CA 92408-3657, US~~
- ~~\$4.15 IRedacted PRedacted CA 92346-2919, US~~
- ~~\$5.55 IRedacted MRedacted CA 92399-4334, US~~
- ~~\$4.15 IRedacted DRedacted CA 92346-2469, US~~
- ~~\$6.30 IRedacted ERedacted CA 92399-2751, US~~
- ~~\$4.95 IRedacted TRedacted CA 92399-5650, US~~
- ~~\$4.15 IRedacted HRedacted CA 92503-7900, US~~
- ~~\$6.15 IRedacted RRedacted CA 92410-4655, US~~
- ~~\$5.85 IRedacted MRedacted CA 92346-5547, US~~
- ~~\$6.30 IRedacted BRedacted CA 92392-5400, US~~
- ~~\$4.15 IRedacted MRedacted CA 92313-4410, US~~
- ~~\$4.15 IRedacted PRedacted CA 92399-2622, US~~
- ~~\$4.15 IRedacted GRedacted Fontana, CA 92335, US~~
- ~~\$4.15 IRedacted HRedacted CA 92359-1155, US~~
- ~~\$6.30 IRedacted DRedacted CA 92354-1786, US~~
- ~~\$6.15 IRedacted ORedacted CA 92399-4401, US~~
- ~~\$4.95 IRedacted IRedacted CA 91786-3414, US~~
- ~~\$6.15 IRedacted MRedacted CA 92373-8473, US~~
- ~~\$4.15 IRedacted MRedacted CA 92411-1801, US~~
- ~~\$4.30 MRedacted IRedacted CA 92354-2303, US~~
- ~~\$4.15 MRedacted BRedacted CA 92336-1474, US~~
- ~~\$5.10 MRedacted SRedacted CA 92354-1907, US~~
- ~~\$4.15 MRedacted GRedacted CA 92335-3998, US~~
- ~~\$4.15 MRedacted HRedacted CA 92571-3322, US~~
- ~~\$4.15 MRedacted ARedacted CA 92410-1536, US~~
- ~~\$4.15 MRedacted JRedacted CA 92345-5839, US~~
- ~~\$5.40 MRedacted HRedacted CA 92374-3490, US~~
- ~~\$4.15 MRedacted ARedacted CA 92374-2356, US~~
- ~~\$5.40 MRedacted GRedacted CA 92399-4249, US~~
- ~~\$6.15 MRedacted HRedacted CA 92354-2413, US~~
- ~~✓ \$6.30 MRedacted FRedacted CA 92354-2413, US~~
- ~~\$6.15 MRedacted JRedacted CA 92399-4734, US~~
- ~~\$5.85 MRedacted PRedacted CA 92399-2622, US~~
- ~~\$6.30 MRedacted RRedacted CA 92405-4218, US~~
- ~~\$6.15 MRedacted IRedacted CA 92411-2332, US~~
- ~~\$6.30 MRedacted JRedacted CA 92373-6219, US~~

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Delete/Refund

- ~~\$5.40 MRedacted PRedacted CA 92583-5427, US~~
- ~~\$5.25 MRedacted IRedacted CA 92346-4102, US~~
- ~~\$5.55 MRedacted MRedacted CA 92404-7042, US~~
- ~~\$4.15 MRedacted JRedacted CA 92407-6116, US~~
- ~~\$6.30 MRedacted MRedacted CA 92410-5015, US~~
- ~~\$6.00 MRedacted BRedacted CA 92354-2357, US~~
- ~~\$6.00 MRedacted BRedacted CA 92354-2671, US~~
- ~~\$4.95 MRedacted BRedacted CA 92345-1515, US~~
- ~~\$4.30 MRedacted MRedacted CA 92557-7546, US~~
- ~~\$4.15 MRedacted NRedacted CA 92571-2952, US~~
- ~~\$5.85 MRedacted SRedacted CA 92374-4310, US~~
- ~~\$4.15 MRedacted RRedacted CA 92407-3434, US~~
- ~~\$5.10 MRedacted GRedacted OR 97759-9448, US~~
- ~~\$4.15 MRedacted WRedacted CA 92359-1146, US~~
- ~~\$6.15 MRedacted MRedacted CA 92399-1554, US~~
- ~~\$5.25 MRedacted MRedacted CA 92399-4139, US~~
- ~~\$5.40 MRedacted SRedacted CA 92324-6461, US~~
- ~~\$6.30 MRedacted SRedacted CA 92354-1745, US~~
- ~~\$5.55 MRedacted BRedacted CA 92354-1717, US~~
- ~~\$4.15 MRedacted MRedacted CA 92359-1129, US~~
- ~~\$4.15 MRedacted MRedacted CA 92557-7142, US~~
- ~~\$4.15 MRedacted PRedacted CA 92301-2293, US~~
- ~~\$4.30 MRedacted ARedacted CA 92374-5536, US~~
- ~~\$4.95 MRedacted JRedacted CA 92544-8401, US~~
- ~~\$5.55 MRedacted WRedacted CA 92399-4139, US~~
- ~~\$4.30 MRedacted MRedacted CA 92570-5564, US~~
- ~~\$4.15 MRedacted HRedacted CA 92399-2435, US~~
- ~~\$4.15 MRedacted URedacted CA 92324-6413, US~~
- ~~\$4.95 MRedacted TRedacted CA 92399-4851, US~~
- ~~\$5.40 MRedacted SRedacted CA 92354-2503, US~~
- ~~\$5.70 MRedacted CRedacted CA 92411-1939, US~~
- ~~\$4.95 MRedacted ARedacted CA 92501-3418, US~~
- ~~\$6.30 MRedacted RRedacted CA 92399-4145, US~~
- ~~\$4.15 MRedacted BRedacted CA 92410-3815, US~~
- ~~\$6.30 MRedacted SRedacted CA 92374-1767, US~~
- ~~\$4.15 MRedacted KRedacted CA 92346-2149, US~~
- ~~\$5.85 NRedacted MRedacted CA 92518-2212, US~~
- ~~\$6.30 NRedacted IRedacted CA 92408-4109, US~~
- ~~\$5.25 NRedacted BRedacted CA 92374-4736, US~~
- ~~\$6.00 NRedacted DRedacted CA 92404-6423, US~~
- ~~\$4.95 NRedacted RRedacted CA 92376-6638, US~~
- ~~\$6.30 NRedacted NRedacted CA 92408-4183, US~~
- ~~\$4.15 NRedacted SRedacted CA 92373-4418, US~~
- ~~\$5.55 NRedacted RRedacted CA 92399-4137, US~~
- ~~\$4.15 NRedacted TRedacted CA 92336-2504, US~~
- ~~\$4.15 NRedacted HRedacted CA 92410-4390, US~~
- ~~\$4.15 NRedacted MRedacted CA 92324-9441, US~~
- ~~\$5.85 NRedacted HRedacted CA 92354-2225, US~~
- ~~\$4.15 ORedacted PRedacted CA 92555-1833, US~~
- ~~\$4.15 PRedacted MRedacted CA 92553-4192, US~~
- ~~\$4.15 PRedacted WRedacted CA 92346-3654, US~~
- ~~\$4.15 PRedacted SRedacted CA 92399-1624, US~~

Delete / Refund

3

- ~~\$5.10~~ PRedacted SRedacted CA 92404-6512, US
- ~~\$5.70~~ PRedacted TRedacted CA 92408-3649, US
- ~~\$5.55~~ PRedacted RRedacted CA 92354-2413, US
- ~~\$4.15~~ ORedacted JRedacted CA 91764-4824, US
- ~~\$6.15~~ RRedacted CRedacted CA 92324-2688, US
- ~~\$5.25~~ RRedacted VRedacted CA 92223-5754, US
- ~~\$6.15~~ RRedacted MRedacted CA 92220-3371, US
- \$5.10 RRedacted HRedacted CA 92399-1654, US *Delete/Refund*
- ~~\$5.25~~ RRedacted HRedacted CA 92399-1654, US
- ~~\$4.95~~ RRedacted JRedacted CA 92399-4312, US
- ~~\$6.15~~ RRedacted ARedacted CA 92399-2294, US
- ~~\$5.40~~ RRedacted SRedacted CA 92373-6044, US
- ~~\$4.15~~ RRedacted GRedacted CA 92220-3371, US
- ~~\$6.15~~ RRedacted ARedacted CA 92359-9533, US
- ~~\$6.15~~ RRedacted CRedacted CA 92374-2902, US
- ~~\$4.30~~ RRedacted BRedacted CA 92410-4721, US
- ~~\$4.15~~ RRedacted SRedacted CA 92374-4711, US
- ~~\$4.15~~ RRedacted MRedacted CA 92407-3391, US
- ~~\$4.15~~ RRedacted HRedacted CA 92324, US
- ~~\$5.55~~ RRedacted ARedacted CA 92399-1908, US
- ~~\$5.85~~ RRedacted DRedacted CA 92354-3334, US
- ~~\$5.25~~ RRedacted SRedacted CA 92354-2503, US
- ~~\$6.00~~ RRedacted RRedacted CA 92223-4224, US
- ~~\$6.30~~ RRedacted MRedacted CA 92223-5183, US
- ~~\$4.80~~ RRedacted ERedacted CA 92407-5320, US
- ~~\$5.10~~ SRedacted SRedacted 92399-2437, US
- ~~\$5.10~~ SRedacted SRedacted CA 92408-4183, US
- ~~\$6.15~~ SRedacted LRedacted CA 92354-2028, US
- ~~\$4.95~~ SRedacted IRedacted CA 92395-9020, US
- ~~\$4.15~~ SRedacted GRedacted CA 92324-9720, US *← ok*
- ~~\$4.15~~ SRedacted KRedacted CA 92320-1127, US
- ~~\$5.70~~ SRedacted SRedacted CA 92503-2052, US
- ~~\$5.40~~ SRedacted GRedacted CA 92408-3948, US
- ~~\$5.40~~ SRedacted JRedacted CA 92410-2604, US
- ~~\$6.15~~ SRedacted RRedacted CA 92354-2671, US
- ~~\$6.30~~ SRedacted RRedacted CA 92374-1767, US
- ~~\$4.15~~ SRedacted KRedacted CA 92404-4913, US
- ~~\$6.15~~ SRedacted LRedacted CA 92354-2259, US
- ~~\$5.55~~ SRedacted MRedacted CA 92399-5390, US
- ~~\$6.30~~ SRedacted MRedacted CA 92321-0581, US
- ~~\$4.95~~ SRedacted PRedacted CA 92346-2505, US
- ~~\$5.10~~ SRedacted CRedacted CA 92399-5663, US
- ~~\$4.95~~ SRedacted GRedacted CA 92407-3830, US
- ~~\$4.30~~ SRedacted RRedacted CA 92410-4165, US
- ~~\$6.30~~ SRedacted ZRedacted CA 92410-7064, US
- ~~\$5.10~~ SRedacted CRedacted CA 92374-2602, US
- ~~\$5.10~~ SRedacted KRedacted CA 92359-9405, US
- ~~\$4.15~~ SRedacted MRedacted CA 92399-3091, US
- ~~\$4.30~~ SRedacted HRedacted CA 92374-3457, US
- ~~\$6.15~~ SRedacted HRedacted CA 92374-3457, US
- ~~\$4.15~~ SRedacted GRedacted CA 92544, US
- ~~\$6.15~~ SRedacted MRedacted CA 92399-4545, US

- ~~\$6.15~~ SRedacted HRedacted CA 92404-2968, US
- ~~\$4.15~~ SRedacted HRedacted CA 92374-4495, US
- ~~\$4.30~~ SRedacted WRedacted CA 92368-0074, US
- ~~\$4.95~~ SRedacted HRedacted CA 92346-4028, US
- ~~\$4.15~~ SRedacted MRedacted CA 92404-2557, US
- ~~\$6.30~~ SRedacted NRedacted CA 92405-2617, US
- ~~\$6.15~~ SRedacted BRedacted CA 92374-3040, US
- ~~\$6.15~~ SRedacted CRedacted CA 92408-3656, US
- ~~\$4.15~~ SRedacted ARedacted CA 92374-2217, US
- ~~\$5.25~~ SRedacted MRedacted CA 92346-5547, US
- ~~\$5.10~~ SRedacted ORedacted CA 92346-7749, US
- ~~\$4.15~~ SRedacted HRedacted CA 92346-4309, US
- ~~\$4.15~~ SRedacted MRedacted CA 92354-2256, US
- ~~\$5.55~~ SRedacted LRedacted CA 92374-3621, US
- ~~\$6.30~~ SRedacted HRedacted CA 92374-2273, US
- ~~\$4.15~~ SRedacted DRedacted CA 92399-5647, US
- ~~\$4.15~~ SRedacted MRedacted CA 92354-2337, US
- ~~\$5.55~~ SRedacted PRedacted CA 92408-3648, US
- ~~\$5.25~~ SRedacted CRedacted CA 92346-2430, US
- ~~\$5.25~~ SRedacted CRedacted CA 92408-2959, US
- ~~\$6.30~~ SRedacted VRedacted CA 92346-5507, US
- ~~\$6.15~~ SRedacted MRedacted CA 92399-1867, US
- ~~\$6.30~~ SRedacted JRedacted CA 92507-3158, US
- ~~\$5.55~~ SRedacted SRedacted CA 92354-1700, US
- ~~\$6.15~~ SRedacted RRedacted CA 92313-5527, US
- ~~\$4.30~~ SRedacted LRedacted TN 37870-7199, US
- ~~\$6.00~~ SRedacted ARedacted CA 92399-3072, US
- ~~\$5.25~~ SRedacted MRedacted CA 92571-3854, US
- ~~\$6.15~~ TRedacted RRedacted CA 92374-3307, US
- ~~\$4.15~~ TRedacted WRedacted CA 92583-4216, US
- ~~\$5.25~~ TRedacted GRedacted CA 92408-2231, US
- ~~\$5.85~~ TRedacted GRedacted CA 92408-2231, US
- ~~\$4.50~~ TRedacted PRedacted CA 92407-2496, US
- ~~\$5.10~~ TRedacted PRedacted CA 92407-2496, US
- ~~\$5.70~~ TRedacted TRedacted CA 92354-2352, US
- ~~\$4.15~~ TRedacted JRedacted CA 92553-6293, US
- ~~\$4.95~~ TRedacted HRedacted CA 92373-4576, US
- ~~\$4.15~~ TRedacted SRedacted CA 92410-4721, US
- ~~\$4.15~~ TRedacted CRedacted CA 92399-1761, US
- ~~\$5.25~~ TRedacted RRedacted CA 92374, US
- ~~\$6.15~~ TRedacted GRedacted CA 92399-5628, US
- ~~\$6.30~~ TRedacted ARedacted CA 92879-8820, US
- ~~\$6.15~~ TRedacted DRedacted CA 92399-5642, US
- ~~\$4.15~~ TRedacted Redacted CA 92223-7338, US
- ~~\$4.15~~ TRedacted RRedacted CA 92544-6263, US
- ~~\$4.95~~ TRedacted PRedacted CA 92354-1720, US
- ~~\$6.15~~ TRedacted Redacted CA 92354-2341, US
- ~~\$4.15~~ TRedacted CRedacted CA 92399-4439, US
- ~~\$6.30~~ TRedacted SRedacted CA 92374-3007, US
- ~~\$4.15~~ TRedacted BRedacted CA 92399-4505, US
- ~~\$5.25~~ TRedacted FRedacted CA 92354-2943, US
- ~~\$4.95~~ TRedacted MRedacted CA 92570-5564, US

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Deleted/Refund

Deleted/Refund

- ~~✓~~ \$4.15 U^{Redacted} R^{Redacted} CA 92423-0955, US
- ~~✓~~ \$6.00 U^{Redacted} B^{Redacted} CA 92220-3869, US
- ~~✓~~ \$4.30 V^{Redacted} C^{Redacted} CA 92374-3100, US
- ~~✓~~ \$6.15 V^{Redacted} A^{Redacted} CA 92404-4133, US
- ~~✓~~ \$5.40 V^{Redacted} S^{Redacted} CA 92404-5874, US
- ~~✓~~ \$4.15 V^{Redacted} C^{Redacted} CA 92404-6141, US
- ~~✓~~ \$4.95 V^{Redacted} D^{Redacted} CA 92374-2534, US
- ~~✓~~ \$6.00 V^{Redacted} G^{Redacted} CA 92501-1907, US *Delete/Refused*
- ~~✓~~ \$6.00 V^{Redacted} G^{Redacted} CA 92501-1907, US
- ~~✓~~ \$6.30 V^{Redacted} R^{Redacted} CA 92399-2343, US
- ~~✓~~ \$6.15 V^{Redacted} M^{Redacted} CA 92399-4566, US
- ~~✓~~ \$4.15 V^{Redacted} M^{Redacted} CA 92405-3438, US
- ~~✓~~ \$6.30 V^{Redacted} T^{Redacted} CA 92354-2352, US
- ~~✓~~ \$5.70 W^{Redacted} M^{Redacted} CA 92354-2028, US
- ~~✓~~ \$6.15 W^{Redacted} L^{Redacted} CA 92318-0289, US
- ~~✓~~ \$6.30 W^{Redacted} K^{Redacted} CA 92376-3227, US
- ~~✓~~ \$4.15 W^{Redacted} T^{Redacted} CA 92374-3476, US
- ~~✓~~ \$4.15 X^{Redacted} O^{Redacted} CA 92557-7839, US *Delete/Refused*
- ~~✓~~ \$5.10 X^{Redacted} O^{Redacted} CA 92557-7839, US
- ~~✓~~ \$6.30 Y^{Redacted} N^{Redacted} CA 92408-3695, US
- ~~✓~~ \$4.15 Y^{Redacted} F^{Redacted} CA 92410-4044, US
- ~~✓~~ \$5.25 Y^{Redacted} U^{Redacted} CA 92399-5302, US
- ~~✓~~ \$4.15 Y^{Redacted} E^{Redacted} CA 92407-6116, US
- ~~✓~~ \$6.15 Y^{Redacted} M^{Redacted} CA 92354-1732, US
- ~~✓~~ \$5.55 Y^{Redacted} T^{Redacted} CA 92404-6163, US
- ~~✓~~ \$4.15 Z^{Redacted} J^{Redacted} CA 92408-1307, US
- ~~✓~~ \$4.15 Z^{Redacted} K^{Redacted} CA 92404-3588, US

EXHIBIT 3

GREENSTONE LAW APC
Mark S. Greenstone
1925 Century Park East – Suite 2100
Los Angeles, CA 90067
T: 310-201-9156 / F: 310-201-9160
mgreenstone@greenstonelaw.com

January 16, 2020

VIA ONLINE FILING

California Labor and Workforce Development Agency
ATTN: PAGA Administrator

VIA E-MAIL

Patricia M. Kelly
PKelly@dir.ca.gov
Department of Industrial Relations
Division of Labor Standards Enforcement
1515 Clay Street, Suite 2206
Oakland, California 94612

VIA CERTIFIED MAIL AND E-MAIL

Alix M. Rozolis
arozolis@fisherphillips.com
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Exhibit 3

Re: *Howell v. JonBec Care, Inc.*
LWDA Case No. LWDA-CM-759361-19

To the California Labor and Workforce Development Agency, to Ms. Kelly, and to JonBec Care, Inc.:

Further to Ms. Kelly's invitation, I am submitting this letter to address deficiencies in the Declaration of Becky Joseph concerning the alleged cure steps taken by JonBec Care, Inc. ("JonBec").

According to Ms. Joseph's Declaration, after receiving Danielle Howell's November 27, 2019, Private Attorneys General Act ("PAGA") notice, JonBec determined that, since November 28, 2016, there were periods during which it had issued wage statements that included its complete legal address, as well as periods during which it had issued wage statements that did not include its complete legal address (either because the statements did not set forth JonBec's street address, on the one hand, or JonBec's city, state, and zip code, on the other hand). (*See* Decl. of Becky Joseph ¶¶ 6–9.) For instance, Ms. Joseph states that JonBec "determined that the pay stubs from pay dates May 8, 2019[,] to July 23, 2019[,] included the complete legal address." (Decl. of Becky

Joseph ¶ 9.) Similarly, she states that “the complete legal address was printed on pay stubs for dates November 28, 2016[,] through March 23, 2017.” (Decl. of Becky Joseph ¶ 6.)

The problem here is that JonBec’s conclusory determinations are directly contradicted by Ms. Howell’s own wage statements. Attached hereto as **Exhibit 1** are copies of all the wage statements issued by JonBec to Ms. Howell from May 8, 2019, through July 23, 2019.¹ Contrary to the statements set forth in Ms. Joseph’s Declaration, *none* of these wage statements set forth JonBec’s street address.

Ms. Howell’s wage statements cast significant doubt on the accuracy of Ms. Joseph’s Declaration as a whole. Without providing any detail, the Declaration simply states that, after receiving Ms. Howell’s PAGA notice, JonBec somehow “determined” that no violations existed for certain periods of time, including the period from May 8, 2019, through July 23, 2019 (*i.e.*, the dates when Ms. Howell herself received defective statements), and the period from November 28, 2016, through March 23, 2017 (*i.e.*, the dates for which JonBec decided not to issue amended wage statements even though they fall within PAGA’s mandatory three-year cure period). Because there is no discussion whatsoever in Ms. Joseph’s Declaration explaining how, in fact, JonBec “determined” that no violations existed for these periods, and because the documentary evidence submitted with this letter contradicts the very determinations set forth in the Declaration, it simply is impossible to conclusively adjudicate whether JonBec’s unilateral determinations are correct. Furthermore, because JonBec’s decision not to issue amended wage statements for the entire cure period is based on those flawed determinations, it is impossible to conclusively adjudicate whether JonBec has taken adequate cure steps.²

Ms. Howell therefore should be permitted to assert a civil-penalty claim under PAGA based on JonBec’s failure to list the correct legal address on its wage statements.

Very truly yours,

/s/ Mark S. Greenstone

Mark S. Greenstone, Esq.

enclosure

¹ The wage statements have been redacted to shield Ms. Howell’s personal address and social security number.

² That JonBec apparently issued amended wage statements covering the period from May 8, 2019, through July 23, 2019, is immaterial. The important point is that JonBec has made flawed determinations as to when wage-statement violations existed in the first place. There is thus no reason to accept as true JonBec’s conclusion that it only needed to issue amended statements back through March 24, 2017, as opposed to the required period extending back through November 27, 2016.

Exhibit 3

EXHIBIT 1

Danielle A Howell



Employee Pay Stub		Check number: 18968		Pay Period: 04/16/2019 - 04/30/2019		Pay Date: 05/08/2019				
Employee				SSN						
Danielle A Howell, [REDACTED]				[REDACTED]						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Hourly-DCS		87:56	12.50	1,099.17	3,735.42	Sick		0:00		0:00
OT-DCS		1:07	18.75	20.94	35.32	Vacation		0:00		0:00
		89:03		1,120.11	3,770.74					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				0.00	0.00					
Social Security Employee				-69.45	-233.79					
Medicare Employee				-16.25	-54.68					
CA - Withholding				0.00	0.00					
CA - Disability				-11.20	-37.71					
				-96.90	-326.18					
Net Pay				1,023.21	3,444.56					

Exhibit 3

Danielle A Howell



Employee Pay Stub		Check number: 19006		Pay Period: 05/01/2019 - 05/15/2019		Pay Date: 05/23/2019				
Employee				SSN						
Danielle A Howell, [REDACTED]				[REDACTED]						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Hourly-DCS		79:47	12.50	997.29	4,732.71	Sick		0:00		0:00
OT-DCS		0:24	18.75	7.50	42.82	Vacation		0:00		0:00
		80:11		1,004.79	4,775.53					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				0.00	0.00					
Social Security Employee				-62.29	-296.08					
Medicare Employee				-14.57	-69.25					
CA - Withholding				0.00	0.00					
CA - Disability				-10.05	-47.76					
				-86.91	-413.09					
Net Pay				917.88	4,362.44					

Exhibit 3

Danielle A Howell

[REDACTED]
 [REDACTED]

Employee Pay Stub		Check number: 19037		Pay Period: 05/16/2019 - 05/31/2019		Pay Date: 06/07/2019				
Employee				SSN						
Danielle A Howell, [REDACTED]				[REDACTED]						
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Hourly-DCS		59:45	12.50	746.88	5,479.59	Sick		0:00		0:00
OT-DCS		2:08	18.75	40.00	82.82	Vacation		0:00		0:00
		61:53		786.88	5,562.41					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				0.00	0.00					
Social Security Employee				-48.79	-344.87					
Medicare Employee				-11.40	-80.65					
CA - Withholding				0.00	0.00					
CA - Disability				-7.86	-55.62					
				-68.05	-481.14					
Net Pay				718.83	5,081.27					

Exhibit 3

Danielle A Howell



Employee Pay Stub

Check number: 19065

Pay Period: 06/01/2019 - 06/15/2019

Pay Date: 06/24/2019

Employee

SSN

Danielle A Howell, [REDACTED]

[REDACTED]

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Hourly-DCS	64:00	13.20	844.80	6,324.39	Sick	0:00		0:00
OT-DCS	4:06	19.80	81.18	164.00	Vacation	1:00		0:00
DT-DCS	4:04	26.40	107.36	107.36				
Vacation-DCS	1:00	13.20	13.20	13.20				
	73:10		1,046.54	6,608.95				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			0.00	0.00				
Social Security Employee			-64.88	-409.75				
Medicare Employee			-15.18	-95.83				
CA - Withholding			0.00	0.00				
CA - Disability			-10.47	-66.09				
			-90.53	-571.67				
Net Pay			956.01	6,037.28				

Exhibit 3

Danielle A Howell



Employee Pay Stub		Check number: 19093	Pay Period: 06/16/2019 - 06/30/2019	Pay Date: 07/08/2019
Employee		SSN		
Danielle A Howell, [REDACTED]		[REDACTED]		
Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-DCS	87:58	13.20	1,161.16	7,485.55
OT-DCS	0:55	19.80	18.15	182.15
DT-DCS				107.36
Vacation-DCS				13.20
	88:53		1,179.31	7,788.26
Deductions From Gross			Current	YTD Amount
125-9085 Dental			-5.22	-5.22
125-9085 Vision			-10.77	-10.77
			-15.99	-15.99
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	0.00
Social Security Employee			-72.13	-481.88
Medicare Employee			-16.87	-112.70
CA - Withholding			0.00	0.00
CA - Disability			-11.63	-77.72
			-100.63	-672.30
Adjustments to Net Pay			Current	YTD Amount
Life Ins (after-tax)			-13.86	-13.86
AD & D Ins (after-tax)			-3.99	-3.99
Group Accident (after-tax)			-35.42	-35.42
			-53.27	-53.27
Net Pay			1,009.42	7,046.70

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		24:00
Vacation	1:00		1:00

Non-taxable Company Items	Current	YTD Amount
Dental Ins (Company Paid)	12.51	12.51

Exhibit 3

Danielle A Howell



Employee Pay Stub

Check number: 19125

Pay Period: 07/01/2019 - 07/15/2019

Pay Date: 07/23/2019

Employee

SSN

Danielle A Howell, [REDACTED]

[REDACTED]

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly-DCS	64:00	13.20	844.80	8,330.35
OT-DCS	0:04	19.80	1.32	183.47
Vacation-DCS	2:00	13.20	26.40	39.60
DT-DCS				107.36
	66:04		872.52	8,660.78

Paid Time Off	Earned	YTD Used	Available
Sick	0:00		24:00
Vacation	1:00		0:00

Non-taxable Company Items	Current	YTD Amount
Dental Ins (Company Paid)	4.17	16.68

Deductions From Gross	Current	YTD Amount
125-9085 Dental	-1.74	-6.96
125-9085 Vision	-3.59	-14.36
	-5.33	-21.32

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	0.00	0.00
Social Security Employee	-53.77	-535.65
Medicare Employee	-12.57	-125.27
CA - Withholding	0.00	0.00
CA - Disability	-8.67	-86.39
	-75.01	-747.31

Adjustments to Net Pay	Current	YTD Amount
Life Ins (after-tax)	-4.62	-18.48
AD & D Ins (after-tax)	-1.33	-5.32
Group Accident (after-tax)	-11.81	-47.23
	-17.76	-71.03

Net Pay	774.42	7,821.12
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Exhibit 3



fisherphillips.com

January 16, 2020

Via E-Mail and U.S. Mail pkelly@dir.ca.gov

Patricia M. Kelly, Esq.
Department of Industrial Relations
Division of Labor Standards Enforcement
1515 Clay Street, Suite 2206
Oakland, CA 94612

Re: *Danielle Howell v. JonBec Care, Inc.*
LWDA Case No. LWDA-CM-759361-19

Exhibit 3

Dear Ms. Kelly:

Enclosed please find JonBec Care, Inc's ("JonBec") additional Declaration of Becky Joseph with attachments. For a sample of pay stubs, please find attached the pay stubs for employee "SM" from pay dates November 23, 2016 through March 23, 2017 at **Exhibit "A"**. Attached at **Exhibit "B"** is the first instance of an error with the JonBec Address on the April 7, 2017 pay stub.

Please contact us to discuss or if you need any further information.

Sincerely,

ALIX M. ROZOLIS
For FISHER & PHILLIPS LLP

AMR:ra
Enclosures

Fisher & Phillips LLP

Atlanta • Baltimore • Bethesda • Boston • Charlotte • Chicago • Cleveland • Columbia • Columbus • Dallas • Denver • Fort Lauderdale • Gulfport • Houston
Irvine • Kansas City • Las Vegas • Los Angeles • Louisville • Memphis • New Jersey • New Orleans • New York • Orlando • Philadelphia
Phoenix • Pittsburgh • Portland • Sacramento • San Diego • San Francisco • Seattle • Tampa • Washington, DC

Exhibit 3

EXHIBIT “A”

JONBEC CARE INC
 1711 PLUM AVE
 REDLANDS, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub		Check number: 48000		Pay Period: 03/01/2017 - 03/15/2017		Pay Date: 03/23/2017		
Employee	SSN	Status (Fed/State)	Allowances/Extra					
S Redacted M Redacted Redacted CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0					
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	57:00		1,767.00	10,731.00	Sick	0:00	10:00	6:00
Vac Salary-Office Mgmt	8:00		248.00	248.00	Vacation	2:40	8:00	77:00
Sick Salary-Office Mgmt				310.00				
Holiday Salary-Office Mgmt				736.00				
	65:00		2,015.00	12,025.00				
Deductions From Gross			Current	YTD Amount	Non-taxable Company Items			
125-8810 Dental			-1.39	-8.34				
125-8810 Health			-164.16	-984.96	Dental Ins (Company Paid)		4.17	25.02
			-165.55	-993.30	Health Ins (Company Paid)		119.07	714.42
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-261.00	-1,550.00				
Social Security Employee			-114.67	-683.97				
Medicare Employee			-26.82	-159.96				
CA - Withholding			-62.13	-368.49				
CA - Disability			-18.65	-99.29				
			-481.27	-2,861.71				
Net Pay			1,368.18	8,169.99				

Exhibit 3

JONBEC CARE INC
 1711 PLUM AVE
 REDLANDS, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub		Check number: 47725		Pay Period: 02/16/2017 - 02/28/2017		Pay Date: 03/08/2017	
Employee				SSN	Status (Fed/State)	Allowances/Extra	
S Redacted M Redacted Redacted CA 92352				***-**-3196	Single/Single	Fed-0/0/CA-0/0	
Earnings and Hours				Qty	Rate	Current	YTD Amount
Salary-Assistant Controller				57:00		1,767.00	8,964.00
Holiday Salary-Office Mgmt				8:00		248.00	736.00
Sick Salary-Office Mgmt							310.00
				65:00		2,015.00	10,010.00
Deductions From Gross				Current	YTD Amount		
125-8810 Dental					-1.39		-6.95
125-8810 Health					-164.16		-820.80
					-165.55		-827.75
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax					0.00		0.00
Federal Withholding					-281.00		-1,289.00
Social Security Employee					-114.67		-569.30
Medicare Employee					-26.81		-133.14
CA - Withholding					-62.13		-306.36
CA - Disability					-16.64		-82.64
					-481.25		-2,380.44
Net Pay					1,368.20		6,801.81

Paid Time Off		Earned	YTD Used	Available
Sick		0:00	10:00	6:00
Vacation		2:40		82:20
Non-taxable Company Items			Current	YTD Amount
Dental Ins (Company Paid)			4.17	20.85
Health Ins (Company Paid)			119.07	595.35

Exhibit 3

JONBEC CARE INC
 1711 PLUM AVE
 REDLANDS, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub		Check number: 47542		Pay Period: 02/01/2017 - 02/15/2017		Pay Date: 02/23/2017					
Employee	SSN	Status (Fed/State)	Allowances/Extra								
S Redacted M Redacted Redacted CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0								
Earnings and Hours				Qty	Rate	Current	YTD Amount	Paid Time Off			
Salary-Assistant Controller	65:00		2,015.00		7,197.00			Sick	0:00	10:00	6:00
Sick Salary-Office Mgmt					310.00			Vacation	2:40		79:40
Holiday Salary-Office Mgmt					488.00						
	65:00		2,015.00		7,995.00			Non-taxable Company Items			
Deductions From Gross				Current	YTD Amount			Current	YTD Amount		
125-8810 Dental			-1.39		-5.56			Dental Ins (Company Paid)	4.17	16.68	
125-8810 Health			-164.16		-656.64			Health Ins (Company Paid)	119.07	476.28	
			-165.55		-662.20						
Taxes				Current	YTD Amount						
Medicare Employee Addl Tax			0.00		0.00						
Federal Withholding			-261.00		-1,028.00						
Social Security Employee			-114.86		-454.63						
Medicare Employee			-28.82		-106.33						
CA - Withholding			-62.13		-244.23						
CA - Disability			-16.65		-66.00						
			-481.26		-1,899.19						
Net Pay			1,368.19		5,433.61						

Exhibit 3

JONBEC CARE INC
 1711 PLUM AVE
 REDLANDS, CA 92374

S^{Redacted} M^{Redacted}
 Redacted
 Redacted CA 92352

Employee Pay Stub Check number: 47363 Pay Period: 01/16/2017 - 01/31/2017 Pay Date: 02/08/2017

Employee SSN Status (Fed/State) Allowances/Extra
 S^{Redacted} M^{Redacted} CA 92352 ***-**-3196 Single/Single Fed-0/0/CA-0/0

Earnings and Hours				Qty	Rate	Current	YTD Amount	Paid Time Off			
								Earned	YTD Used	Available	
Salary-Assistant Controller				55:00		1,705.00	5,182.00	Sick	0:00	10:00	6:00
Sick Salary-Office Mgmt				10:00		310.00	310.00	Vacation	2:40		77:00
Holiday Salary-Office Mgmt							488.00				
				65:00		2,015.00	5,980.00				
Deductions From Gross						Current	YTD Amount	Non-taxable Company Items			
								Current	YTD Amount		
125-8810 Dental						-1.39	-4.17	Dental Ins (Company Paid)	4.17	12.51	
125-8810 Health						-164.16	-492.48	Health Ins (Company Paid)	119.07	357.21	
						-165.55	-496.65				
Taxes						Current	YTD Amount				
Medicare Employee Addl Tax						0.00	0.00				
Federal Withholding						-261.00	-767.00				
Social Security Employee						-114.67	-339.97				
Medicare Employee						-26.82	-79.51				
CA - Withholding						-62.13	-182.10				
CA - Disability						-16.64	-49.35				
						-481.26	-1,417.93				
Net Pay						1,368.19	4,065.42				

Exhibit 3

JONBEC CARE INC
 1711 PLUM AVE
 REDLANDS, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub		Check number: 47195		Pay Period: 01/01/2017 - 01/15/2017		Pay Date: 01/23/2017				
Employee				SSN	Status (Fed/State)	Allowances/Extra				
S Redacted M Redacted CA 92352				***-**-3196	Single/Single	Fed-0/0/CA-0/0				
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Salary-Assistant Controller		57:00		1,767.00	3,477.00	Sick		0:00		16:00
Holiday Salary-Office Mgmt		8:00		248.00	488.00	Vacation		2:40		74:20
		65:00		2,015.00	3,965.00					
Deductions From Gross				Current	YTD Amount	Non-taxable Company Items		Current	YTD Amount	
125-8810 Dental				-1.39	-2.78	Dental Ins (Company Paid)		4.17	8.34	
125-8810 Health				-164.16	-328.32	Health Ins (Company Paid)		119.07	238.14	
				-165.55	-331.10					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				-261.00	-506.00					
Social Security Employee				-114.66	-225.30					
Medicare Employee				-26.82	-52.69					
CA - Withholding				-62.13	-119.97					
CA - Disability				-16.65	-32.71					
				-481.26	-936.67					
Net Pay				1,368.19	2,697.23					

Exhibit 3

JonBec Care Inc.
 1711 Plum Ave.
 Redlands, CA 92374

S^{Redacted}M^{Redacted}
 Redacted
 Redacted CA 92352

Employee Pay Stub	Check number: 47025	Pay Period: 12/16/2016 - 12/31/2016	Pay Date: 01/09/2017
Employee	SSN	Status (Fed/State)	Allowances/Extra
S ^{Redacted} M ^{Redacted} CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	57:00		1,710.00	1,710.00	Sick	0:00	28:00	16:00
Holiday Salary (Office Mgmt)	8:00		240.00	240.00	Vacation	2:40	31:00	71:40
	65:00		1,950.00	1,950.00				
Deductions From Gross			Current	YTD Amount	Non-taxable Company Items		Current	YTD Amount
125-8810 Dental			-1.39	-1.39	Dental Ins (company paid)		4.17	4.17
125-8810 Health			-164.16	-164.16	Health Ins (company paid)		119.07	119.07
			-165.55	-165.55				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-245.00	-245.00				
Social Security Employee			-110.64	-110.64				
Medicare Employee			-25.87	-25.87				
CA - Withholding			-57.84	-57.84				
CA - Disability Employee			-16.06	-16.06				
			-455.41	-455.41				
Net Pay			1,329.04	1,329.04				

Exhibit 3

JonBec Care Inc.
 1711 Plum Ave.
 Redlands, CA 92374

S Redacted M Redacted
 Redacted
 Redacted CA 92352

Employee Pay Stub Check number: 46855 Pay Period: 12/01/2016 - 12/15/2016 Pay Date: 12/23/2016

Employee	SSN	Status (Fed/State)	Allowances/Extra
S Redacted M Redacted CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	65:00		1,950.00	37,500.27	Sick	0:00	28:00	16:00
Bonus (Assistant Controller)				1,302.61	Vacation	2:40	31:00	69:00
Vac Salary (Office Mgmt)				930.00	Non-taxable Company Items			
Sick Salary (Office Mgmt)				840.00			Current	YTD Amount
Holiday Salary (Office Mgmt)				1,679.73	Dental Ins (company paid)		4.17	25.02
	65:00		1,950.00	42,252.61	Health Ins (company paid)		119.07	714.42
Deductions From Gross				Current	YTD Amount			
125-8810 Dental				-1.39	-8.34			
125-8810 Health				-164.16	-984.96			
				-165.55	-993.30			
Taxes				Current	YTD Amount			
Medicare Employee Addl Tax				0.00	0.00			
Federal Withholding				-246.00	-5,232.00			
Social Security Employee				-110.64	-2,558.08			
Medicare Employee				-25.87	-598.26			
CA - Withholding				-59.07	-1,202.27			
CA - Disability Employee				-16.06	-371.33			
				-457.64	-9,961.94			
Net Pay			1,326.81	31,297.37				

Exhibit 3

JonBec Care Inc.
 1711 Plum Ave.
 Redlands, CA 92374

SRedacted MRedacted
 Redacted
 Redacted CA 92352

Employee Pay Stub	Check number: 46680	Pay Period: 11/16/2016 - 11/30/2016	Pay Date: 12/08/2016
Employee	SSN	Status (Fed/State)	Allowances/Extra
SRedacted MRedacted	CA 92352	***-**-3196	Single/Single
			Fed-0/0/CA-0/0

Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	57:00		1,710.00	35,550.27	Sick	0:00	28:00	16:00
Holiday Salary (Office Mgmt)	8:00		240.00	1,679.73	Vacation	2:40	31:00	66:20
Vac Salary (Office Mgmt)				930.00				
Sick Salary (Office Mgmt)				840.00				
	65:00		1,950.00	39,000.00				
Deductions From Gross			Current	YTD Amount	Non-taxable Company Items			
125-8810 Dental			-1.89	-6.95	Dental Ins (company paid)		4.17	20.85
125-8810 Health			-164.16	-820.80	Health Ins (company paid)		119.07	595.35
			-165.55	-827.75				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-246.00	-4,824.00				
Social Security Employee			-110.64	-2,366.68				
Medicare Employee			-25.88	-553.50				
CA - Withholding			-59.07	-1,113.96				
CA - Disability Employee			-16.06	-343.55				
			-457.65	-9,201.69				
Net Pay			1,326.80	28,970.56				

Exhibit 3

JonBec Care Inc.
 1711 Plum Ave.
 Redlands, CA 92374

SRedacted MRedacted
 Redacted
 Redacted CA 92352

Employee Pay Stub Check number: 46506 Pay Period: 11/01/2016 - 11/15/2016 Pay Date: 11/23/2016

Employee **SSN** **Status (Fed/State)** **Allowances/Extra**
 SRedacted MRedacted CA 92352 ***-**-3196 Single/Single Fed-0/0/CA-0/0

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary-Assistant Controller	52:00		1,560.00	33,840.27
Vac Salary (Office Mgmt)	13:00		390.00	930.00
Sick Salary (Office Mgmt)				840.00
Holiday Salary (Office Mgmt)				1,439.73
	65:00		1,950.00	37,050.00
Deductions From Gross			Current	YTD Amount
125-8810 Dental			-1.39	-5.56
125-8810 Health			-164.16	-656.64
			-165.55	-662.20
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			-246.00	-4,578.00
Social Security Employee			-110.63	-2,256.04
Medicare Employee			-25.87	-527.62
CA - Withholding			-59.07	-1,054.89
CA - Disability Employee			-16.06	-327.49
			-457.63	-8,744.04
Net Pay			1,326.82	27,643.76

Paid Time Off	Earned	YTD Used	Available
Sick	0:00	28:00	16:00
Vacation	2:40	31:00	63:40
Non-taxable Company Items		Current	YTD Amount
Dental Ins (company paid)		4.17	16.68
Health Ins (company paid)		119.07	476.28

Exhibit 3

Exhibit 3

EXHIBIT “B”

JONBEC CARE INC
1711 PLUM AVE

S Redacted M Redacted
Redacted
Redacted CA 92352

Employee Pay Stub		Check number: 48184		Pay Period: 03/16/2017 - 03/31/2017		Pay Date: 04/07/2017		
Employee	SSN	Status (Fed/State)	Allowances/Extra					
S Redacted M Redacted CA 92352	***-**-3196	Single/Single	Fed-0/0/CA-0/0					
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Salary-Assistant Controller	61:00		1,891.00	12,622.00	Sick	0:00	14:00	2:00
Sick Salary-Office Mgmt	4:00		124.00	434.00	Vacation	2:40	8:00	79:40
Vac Salary-Office Mgmt				248.00	Non-taxable Company Items			
Holiday Salary-Office Mgmt				736.00			Current	YTD Amount
	65:00		2,015.00	14,040.00	Dental Ins (Company Paid)		4.17	29.19
					Health Ins (Company Paid)		119.07	833.49
Deductions From Gross			Current	YTD Amount				
125-8810 Dental			-1.39	-9.73				
125-8810 Health			-164.16	-1,149.12				
			-165.55	-1,158.85				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-261.00	-1,811.00				
Social Security Employee			-114.66	-798.63				
Medicare Employee			-26.82	-186.78				
CA - Withholding			-62.13	-430.62				
CA - Disability			-16.64	-115.93				
			-481.25	-3,342.96				
Net Pay			1,368.20	9,538.19				

Exhibit 3

JONBEC CARE INC / PAYROLL ACCOUNT

WWW.COMPUCHECKS.COM 888.368.5881

16881

Employee					SSN	Status (Fed/State)	Allowances/Extra		
K [Redacted] CA 92392					***-**-7635	Single/Single	Fed-0/0/CA-0/7		
					Pay Period: 03/16/2017 - 03/31/2017		Pay Date: 04/07/2017		
Earnings and Hours					Adjustments to Net Pay		Current	YTD Amount	
	Hours	Rate	Current	YTD Amount					
Hourly-Bookkeeper	96:00	21.57	2,070.72	11,720.78	Alfac (after tax)		-21.30	-149.10	
OT-Bookkeeper			0.00	97.60	401K Loan Repayment		-37.25	-260.75	
Holiday-Office			0.00	511.68			-58.55	-409.85	
Vacation-Office			0.00	722.60					
	96:00		2,070.72	13,052.66	Net Pay		1,318.56	8,806.99	
Deductions From Gross					Paid Time Off		Earned	YTD Used	Available
125-8810 Dental			-101.99	-713.93	Sick		0:00		0:00
401k Emp.			-75.00	-525.00	Vacation		4:20	33:30	129:50
125-8810 Vision			-7.36	-51.52	Non-taxable Company Items				
			-184.35	-1,290.45	Dental Ins (Company Paid)		4.17		29.19
			-184.35	-1,290.45					
Taxes							Current	YTD Amount	
Medicare Employee Addl Tax			0.00						
Federal Withholding			-270.00	-1,175.00					
Social Security Employee			-121.61	-761.81					
Medicare Employee			-28.44	-178.16					
CA - Withholding			-71.56	-319.82					
CA - Disability			-17.65	-110.58					
			-509.26	-2,545.37					

JONBEC CARE INC, 1711 PLUM AVE

Powered by Intuit Payroll

JONBEC CARE INC / PAYROLL ACCOUNT

WWW.COMPUCHECKS.COM 888.368.5881

16881

Employee					SSN	Status (Fed/State)	Allowances/Extra		
K [Redacted] CA 92392					***-**-7635	Single/Single	Fed-0/0/CA-0/7		
					Pay Period: 03/16/2017 - 03/31/2017		Pay Date: 04/07/2017		
Earnings and Hours					Adjustments to Net Pay		Current	YTD Amount	
	Hours	Rate	Current	YTD Amount					
Hourly-Bookkeeper	96:00	21.57	2,070.72	11,720.78	Alfac (after tax)		-21.30	-149.10	
OT-Bookkeeper			0.00	97.60	401K Loan Repayment		-37.25	-260.75	
Holiday-Office			0.00	511.68			-58.55	-409.85	
Vacation-Office			0.00	722.60					
	96:00		2,070.72	13,052.66	Net Pay		1,318.56	8,806.99	
Deductions From Gross					Paid Time Off		Earned	YTD Used	Available
125-8810 Dental			-101.99	-713.93	Sick		0:00		0:00
401k Emp.			-75.00	-525.00	Vacation		4:20	33:30	129:50
125-8810 Vision			-7.36	-51.52	Non-taxable Company Items				
			-184.35	-1,290.45	Dental Ins (Company Paid)		4.17		29.19
			-184.35	-1,290.45					
Taxes							Current	YTD Amount	
Medicare Employee Addl Tax			0.00						
Federal Withholding			-270.00	-1,175.00					
Social Security Employee			-121.61	-761.81					
Medicare Employee			-28.44	-178.16					
CA - Withholding			-71.56	-319.82					
CA - Disability			-17.65	-110.58					
			-509.26	-2,545.37					

JONBEC CARE INC, 1711 PLUM AVE

Powered by Intuit Payroll

Exhibit 3

DECLARATION OF BECKY JOSEPH

I, BECKY JOSEPH, declare as follows:

1. I am an individual and make this declaration in response to a request for more information of JONBEC CARE INC (hereinafter "JonBec" or "Company"). I have personal knowledge of the facts set forth herein, and if called upon to testify thereto, I could and would competently do so under oath.
2. I am the Owner/Administrator of JonBec.
3. On or around December 4, 2019, Sarita Mainez, Controller reviewed 222 employee's pay stubs from November 28, 2016 to December 31, 2016 and 499 of those pay stubs had the complete legal name of the Company and the complete Company address.
4. The Company began a new payroll system file starting on January 1, 2017.
5. Thereafter, Myself and Sarita Mainez, Controller reviewed the pay stubs of one JonBec employee and determined that the complete legal address was printed on pay stubs for dates January 1, 2017 through March 23, 2017.
6. Through the review of a second JonBec employee's pay stubs, Myself and Sarita Mainez confirmed that the complete legal address was printed on pay stubs for dates December 16, 2016, January 23, 2017, February 8, 2017, March 8, 2017, and March 23, 2017.
7. All JonBec pay stubs are paid from a singular payroll system and singular payroll file.
8. In September 2019, I received a demand for records request from Danielle Howell through her Counsel Mr. Greenstone, dated August 29, 2019. **See Attachment "5"**
9. In response to this request, the payroll bookkeeper, Ms. Laura McNeal, reprinted Ms. Howell's pay stubs.
10. At the time of the re-printing, the payroll system was not printing the full Company address.
11. As stated in my previous declaration, original pay stubs printed from May 8, 2019 through July 23, 2019 included the full Company name and address. **See Attachment "6"**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on January 16, 2020 at Redlands, California.



BECKY JOSEPH,
Declarant

Exhibit 3

Exhibit 3

EXHIBIT “5”

GREENSTONE LAW APC
Mark S. Greenstone
1925 Century Park East – Suite 2100
Los Angeles, CA 90067
T: 310-201-9156 / F: 310-201-9160
mgreenstone@greenstonelaw.com

27962

August 29, 2019

VIA CERTIFIED MAIL

JonBec Care Inc.
P.O. Box 10788
San Bernardino, Ca 92423
ATTN: Human Resources

JonBec Care Inc.
c/o Becky Joseph
7650 Luane Trail
Colton, Ca 92324

JonBec Care Inc.
840 E Pioneer Ave
Redlands, Ca 92374

Re: **[REDACTED]** Danielle Howell Records Request

To Whom It May Concern:

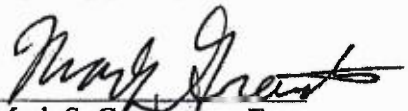
Enclosed please find an Authorization for Release of Personnel File and Wage Records signed by Danielle Howell. Accordingly, please forward Danielle Howell's Personnel File and Wage Records to our office immediately.

Please include Ms. Howell's entire personnel file, including without limitation any employment application, arbitration agreement, consumer report authorization and/or disclosure, all wage statements and other time, wage and payroll records, and any other documents that were presented to or executed by Ms. Howell, or that relate to her. We will reimburse actual copying costs, or alternatively, we are glad to have the file copied if you prefer to make it available for inspection.

For your reference, Ms. Howell's date of birth is 02-25-1990. From about March of 2019 to May 2019 Ms. Howell worked with your company at 840 E Pioneer Ave, Redlands, CA 92374.

Please feel free to call me at (310) 201-9150 if you have any questions or I can be of assistance in expediting this request. Thank you for your professional courtesy and attention to this matter.

Very truly yours,


Mark S. Greenstone, Esq.

Enclosed: Authorization for Release of Personnel File and Wage Records

**AUTHORIZATION FOR RELEASE OF
PERSONNEL FILE AND WAGE RECORDS
(CALIFORNIA LABOR CODE SECTIONS 226, 432, and 1198.5)**

To whom it may concern:

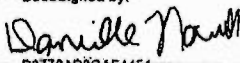
Pursuant to sections 226(b), 432, and 1198.5(b) of the California Labor Code, I, Danielle Howell, request that JonBec Care, Inc, and any related entities send my attorneys copies of the documents required to be provided by sections 226(b), 432, and 1198.5(b), including, but not limited to, the following:

1. My entire employee personnel file, including, but not limited to, any employment application, background check, employment agreement, arbitration agreement, and confidentiality agreement, as well as any document that I signed or authorized; and
2. All of my time, wage, and payroll records, including, but not limited to, my wage statements in their entirety.

I hereby expressly authorize and appoint Greenstone Law APC as my representative to act on my behalf, and in my place, to obtain the above documents. The contact information for Greenstone Law APC is as follows:

Greenstone Law APC
Mark Greenstone
mgreenstone@greenstonelaw.com
1925 Century Park E, Ste 2100
Los Angeles, Ca 90067
Telephone: (310) 201-9150
Facsimile: (310) 201-9160

DocuSigned by:



Danielle Howell

8/29/2019

Date

Exhibit 3

EXHIBIT “6”

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

K [Redacted] M [Redacted]
 [Redacted]
 [Redacted] CA 92336

Employee Pay Stub		Check number: 58198		Pay Period: 07/01/2019 - 07/15/2019		Pay Date: 07/23/2019				
Employee		SSN		Status (Fed/State)		Allowances/Extra				
K [Redacted] M [Redacted]		CA 92336		***-**-7635		Single/Single Fed-0/0/CA-0/7				
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Hourly-Bookkeeper		72:00	23.07	1,661.04	25,414.74	Sick		24:00	24:00	24:00
Holiday-Office		8:00	23.07	184.56	730.24	Vacation		4:20	62:30	152:40
Vacation-Office		8:00	23.07	184.56	1,530.16	Non-taxable Company Items			Current	YTD Amount
OT-Bookkeeper				68.91		Dental Ins (Company Paid)			4.17	58.38
Sick-Office				553.68						
Bonus-Bookkeeper				795.61						
Earned Day Off-Bookkeeper				176.56						
		88:00		2,030.16	29,267.80					
Deductions From Gross				Current	YTD Amount					
125-8810 Dental				-79.24	-1,109.36					
125-8810 Vision				-10.41	-145.74					
401k Emp.				-75.00	-1,050.00					
				-164.65	-2,305.10					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				-203.00	-2,920.00					
Social Security Employee				-120.31	-1,736.79					
Medicare Employee				-28.13	-406.18					
CA - Withholding				-66.23	-916.64					
CA - Disability				-19.41	-280.13					
				-437.08	-6,259.74					
Adjustments to Net Pay				Current	YTD Amount					
Life Ins (after-tax)				-10.87	-152.18					
AD & D Ins (after-tax)				-0.43	-6.02					
401K Loan Repayment				-37.25	-521.50					
				-48.55	-679.70					
Net Pay				1,379.88	20,023.26					

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted

Redacted

Redacted CA 92336

Employee Pay Stub		Check number: 58008		Pay Period: 06/16/2019 - 06/30/2019		Pay Date: 07/08/2019				
Employee		SSN		Status (Fed/State)		Allowances/Extra				
Kredas M Redacted		CA 92336		***-**-7635		Single/Single Fed-0/0/CA-0/7				
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Hourly-Bookkeeper		72:00	23.07	1,661.04	23,753.70	Sick		0:00	24:00	0:00
OT-Bookkeeper		0:15	34.61	8.65	66.91	Vacation		4:20	54:30	156:20
Vacation-Office		8:00	23.07	184.56	1,345.60					
Holiday-Office					545.68					
Sick-Office					553.68					
Bonus-Bookkeeper					795.61					
Earned Day Off-Bookkeeper					176.58					
		80:15		1,854.25	27,237.64					
Deductions From Gross				Current	YTD Amount	Non-taxable Company Items				
125-8810 Dental				-79.24	-1,030.12	Dental Ins (Company Paid)		4.17	54.21	
125-8810 Vision				-10.41	-135.33					
401k Emp.				-75.00	-975.00					
				-164.65	-2,140.45					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				-176.00	-2,717.00					
Social Security Employee				-109.41	-1,616.48					
Medicare Employee				-25.59	-378.05					
CA - Withholding				-54.62	-850.41					
CA - Disability				-17.64	-260.72					
				-383.26	-5,822.66					
Adjustments to Net Pay				Current	YTD Amount					
Life Ins (after-tax)				-10.87	-141.31					
AD & D Ins (after-tax)				-0.43	-5.59					
401K Loan Repayment				-37.25	-484.25					
				-48.55	-631.15					
Net Pay				1,257.79	18,643.38					

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

Redacted
 Redacted CA 92336

Employee Pay Stub Check number: 57989 Pay Period: 06/16/2019 - 06/30/2019 Pay Date: 07/08/2019

Employee SSN
 Redacted CA 92336 ***-**-7635

Earnings and Hours				Paid Time Off			
	Qty	Rate	Current	YTD Amount	Earned	YTD Used	Available
Sick-Office	24:00	23.07	553.68	553.68	Sick	0:00	0:00
Hourly-Bookkeeper				22,092.66	Vacation	0:00	160:00
OT-Bookkeeper				58.26	Non-taxable Company Items		
Holiday-Office				545.68		Current	YTD Amount
Vacation-Office				1,161.04	Dental Ins (Company Paid)		50.04
Bonus-Bookkeeper				795.51			
Earned Day Off-Bookkeeper				176.56			
	24:00		553.68	25,383.39			
Deductions From Gross				Current	YTD Amount		
401k Emp.				-900.00			
125-8810 Dental				-950.88			
125-8810 Vision				-124.92			
				-1,975.80			
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				-40.00	-2,541.00		
Social Security Employee				-34.33	-1,507.07		
Medicare Employee				-8.03	-352.46		
CA - Withholding				-7.00	-795.79		
CA - Disability				-5.54	-243.08		
				-94.90	-5,439.40		
Adjustments to Net Pay				Current	YTD Amount		
401K Loan Repayment					-447.00		
Life Ins (after-tax)					-130.44		
AD & D Ins (after-tax)					-5.16		
					-582.60		
Net Pay			458.78	17,385.59			

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

K [Redacted] M [Redacted]
 Redacted
 Redacted CA 92336

Employee Pay Stub		Check number: 57813		Pay Period: 06/01/2019 - 06/15/2019		Pay Date: 06/24/2019		
Employee	SSN	Status (Fed/State)	Allowances/Extra					
K [Redacted] M [Redacted] Redacted	CA 92336	***-**-7635	Single/Single	Fed-0/0/CA-0/7				
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Hourly-Bookkeeper	78:05	23.07	1,801.38	22,092.66	Sick	0:00		24:00
OT-Bookkeeper	1:03	34.61	36.34	58.26	Vacation	4:20	46:30	160:00
Vacation-Office	4:00	23.07	92.28	1,161.04				
Holiday-Office				545.68				
Bonus-Bookkeeper				795.51				
Earned Day Off-Bookkeeper				176.56				
	83:08		1,930.00	24,829.71				
Deductions From Gross			Current	YTD Amount	Non-taxable Company Items			
125-8810 Dental			-79.24	-950.88	Dental Ins (Company Paid)		4.17	50.04
125-8810 Vision			-10.41	-124.92				
401k Emp.			-75.00	-900.00				
			-164.65	-1,975.80				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-185.00	-2,501.00				
Social Security Employee			-114.10	-1,472.74				
Medicare Employee			-26.68	-344.43				
CA - Withholding			-59.62	-788.79				
CA - Disability			-18.40	-237.54				
			-403.80	-5,344.50				
Adjustments to Net Pay			Current	YTD Amount				
Life Ins (after-tax)			-10.87	-130.44				
AD & D Ins (after-tax)			-0.43	-5.16				
401K Loan Repayment			-37.25	-447.00				
			-48.55	-582.60				
Net Pay			1,313.00	16,926.81				

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

K [Redacted] M [Redacted]
 Redacted
 Redacted CA 92336

Employee Pay Stub		Check number: 57625		Pay Period: 05/16/2019 - 05/31/2019		Pay Date: 06/07/2019				
Employee				SSN	Status (Fed/State)	Allowances/Extra				
K [Redacted] M [Redacted] CA 92336				***-**-7635	Single/Single	Fed-0/0/CA-0/7				
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off		Earned	YTD Used	Available
Hourly-Bookkeeper		85:00	23.07	1,960.95	20,291.28	Sick		0:00		24:00
Holiday-Office		8:00	23.07	184.56	545.68	Vacation		4:20	42:30	159:40
Vacation-Office		4:00	23.07	92.28	1,068.76					
OT-Bookkeeper					21.92					
Bonus-Bookkeeper					795.51					
Earned Day Off-Bookkeeper					176.56					
		97:00		2,237.79	22,899.71					
Deductions From Gross				Current	YTD Amount	Non-taxable Company Items				
125-8810 Dental				-79.24	-871.64	Dental Ins (Company Paid)		4.17	45.87	
125-8810 Vision				-10.41	-114.51					
401k Emp.				-75.00	-825.00					
				-164.65	-1,811.15					
Taxes				Current	YTD Amount					
Medicare Employee Addl Tax				0.00	0.00					
Federal Withholding				-249.00	-2,316.00					
Social Security Employee				-133.18	-1,358.64					
Medicare Employee				-31.15	-317.75					
CA - Withholding				-80.83	-729.17					
CA - Disability				-21.49	-219.14					
				-515.65	-4,940.70					
Adjustments to Net Pay				Current	YTD Amount					
Life Ins (after-tax)				-10.87	-119.57					
AD & D Ins (after-tax)				-0.43	-4.73					
401K Loan Repayment				-37.25	-409.75					
				-48.55	-534.05					
Net Pay				1,508.94	15,613.81					

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374

K Redacted M Redacted
 Redacted
 Redacted CA 92336

Employee Pay Stub		Check number: 57436		Pay Period: 05/01/2019 - 05/15/2019		Pay Date: 05/23/2019		
Employee		SSN	Status (Fed/State)	Allowances/Extra				
K Redacted M Redacted Redacted		CA 92336	***-**-7635	Single/Single		Fed-0/0/CA-0/7		
Earnings and Hours	Qty	Rate	Current	YTD Amount	Paid Time Off	Earned	YTD Used	Available
Hourly-Bookkeeper	83:00	23.07	1,914.81	18,330.33	Sick	0:00		24:00
Vacation-Office	5:00	23.07	115.35	976.48	Vacation	4:20	38:30	159:20
OT-Bookkeeper				21.92				
Holiday-Office				361.12				
Bonus-Bookkeeper				795.51				
Earned Day Off-Bookkeeper				178.56				
	88:00		2,030.16	20,661.92				
Deductions From Gross			Current	YTD Amount	Non-taxable Company Items			
125-8810 Dental			-79.24	-792.40	Dental Ins (Company Paid)		4.17	41.70
125-8810 Vision			-10.41	-104.10				
401k Emp.			-75.00	-750.00				
			-164.65	-1,646.50				
Taxes			Current	YTD Amount				
Medicare Employee Addl Tax			0.00	0.00				
Federal Withholding			-203.00	-2,067.00				
Social Security Employee			-120.32	-1,225.46				
Medicare Employee			-28.14	-288.60				
CA - Withholding			-66.23	-648.34				
CA - Disability			-19.40	-197.65				
			-437.09	-4,425.05				
Adjustments to Net Pay			Current	YTD Amount				
Life Ins (after-tax)			-10.87	-108.70				
AD & D Ins (after-tax)			-0.43	-4.30				
401K Loan Repayment			-37.25	-372.50				
			-48.55	-485.50				
Net Pay			1,379.87	14,104.87				

Exhibit 3

JONBEC CARE INC
 1711 PLUM LANE
 REDLANDS, CA 92374



Employee Pay Stub		Check number: 57249		Pay Period: 04/16/2019 - 04/30/2019		Pay Date: 05/08/2019	
Employee				SSN	Status (Fed/State)	Allowances/Extra	
K [Redacted] CA 92336				***-**-7635	Single/Single	Fed-0/0/CA-07	
Earnings and Hours		Qty	Rate	Current	YTD Amount	Paid Time Off	
Hourly-Bookkeeper		84:00	23.07	1,937.88	16,415.52	Sick	0:00
OT-Bookkeeper		0:10	34.61	5.77	21.92	Vacation	4:20
Vacation-Office		4:00	23.07	92.28	861.13		
Holiday-Office					361.12		
Bonus-Bookkeeper					795.51		
Earned Day Off-Bookkeeper					176.56		
		88:10		2,035.93	18,631.76		
Deductions From Gross				Current	YTD Amount	Non-taxable Company Items	
125-8810 Dental				-79.24	-713.16		
125-8810 Vision				-10.41	-93.69		
401k Emp.				-75.00	-675.00		
				-164.65	-1,481.85	Dental Ins (Company Paid)	4.17
							37.53
Taxes				Current	YTD Amount		
Medicare Employee Addl Tax				0.00	0.00		
Federal Withholding				-204.00	-1,864.00		
Social Security Employee				-120.66	-1,105.14		
Medicare Employee				-28.22	-258.46		
CA - Withholding				-66.61	-582.11		
CA - Disability				-19.46	-178.25		
				-438.95	-3,987.96		
Adjustments to Net Pay				Current	YTD Amount		
Life Ins (after-tax)				-10.87	-97.83		
AD & D Ins (after-tax)				-0.43	-3.87		
401K Loan Repayment				-37.25	-335.25		
				-48.55	-436.95		
Net Pay				1,383.78	12,725.00		

Exhibit 3

EXHIBIT 4



STATE OF CALIFORNIA
Labor & Workforce Development Agency

GOVERNOR Gavin Newsom – SECRETARY Julie Su

Agricultural Labor Relations Board – California Unemployment Insurance Appeals Board
California Workforce Investment Board – Department of Industrial Relations
Employment Development Department – Employment Training Panel – Public Employment Relations Board

January 17, 2020

Certified Mail

Mark S. Greenstone
Greenstone Law APC
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

7001 2510 0003 8882 3660

Alix M. Rozolis
Fisher Phillips
2050 Main Street, Suite 1000
Irvine, CA 92614

7001 2510 0003 8882 3868

Re: PAGA Claim of *Danielle Howell v. JonBec Care, Inc.*
LWDA PAGA No. LWDA- CM-759361-19

Decision on Cure Dispute

PLEASE TAKE NOTICE that the Labor and Workforce Development Agency (LWDA), through one or more of its departments, divisions, commissions, boards, or agencies, has reviewed Danielle Howell's November 27, 2019 Private Attorneys General Act (PAGA) Notice, JonBec Care, Inc.'s December 30, 2019 notice of cure letter, Ms. Howell's January 3, 2020 cure dispute letter, the Declaration of Becky Joseph submitted January 15, 2020, Ms. Howell's January 16, 2020 response to that declaration, the Declaration of Becky Joseph submitted January 16, 2020 and enclosed sample wage statements, and Ms. Howell's January 16, 2020, response, and determines as follows:

I. Background

On November 27, 2019, Danielle Howell submitted a PAGA Notice to the LWDA asserting that JonBec Care, Inc. ("JonBec" or "Employer") allegedly had violated Labor Code provisions regarding Ms. Howell and similarly situated non-exempt employees. Specifically, Ms. Howell alleged that non-exempt employees were not paid all minimum wages and/or overtime wages owed, not provided with proper meal and rest periods and not provided an extra hour of premium pay, not provided with accurate wage statements, not provided paid sick leave, and not paid all wages due on termination. With respect to the allegations that accurate wage statements had not been provided, Ms. Howell alleged that the wage statements had violated Labor Code section 226, subsections (a)(1) and (a)(2) by failing to list the amount of hours worked and gross wages

earned, subsection (a)(5) by failing to list the correct amount of net wages earned, subsection (a)(9) by failing to list the correct hourly rate and subsection (a)(8) by failing to list the address of the legal entity that employed Ms. Howell and other Aggrieved Employees.

On December 30, 2019, JonBec submitted a reply to Ms. Howell's November 27, 2019, PAGA notice, which contained a notice that JonBec allegedly had cured any violations of Labor Code section 226(a)(8). With respect to its alleged cure, JonBec alleged that on December 27, 2019, it had provided by certified mail, amended wage statements to all its current and former employees in California, for each pay period worked from March 24, 2017 to December 4, 2019. JonBec attached as an exhibit to its letter an alleged exemplar of the amended wage statements that had been provided, which included the alleged name and legal address of JonBec. JonBec further asserted that the failure of wage statements to contain its full name and address was corrected in its payroll system starting December 4, 2019.

On January 3, 2020, Ms. Howell submitted a dispute of JonBec's alleged cure. In her dispute, Ms. Howell alleges that, with respect to the alleged cure of Labor Code section 226(a)(8), the cure was not complete as JonBec alleges that amended wage statements were sent only for the period of March 24, 2017, onward, and thus, has not covered the entire three year period required to be covered by Labor Code section 2699(d). Ms. Howell also alleges that JonBec's cure notice was insufficient because it lacked sufficient facts and foundation.

On January 16, 2020, JonBec submitted a Declaration of Becky Joseph. In Ms. Joseph's Declaration she states that she is the Owner/Administrator of JonBec. She further states that upon receipt of Ms. Howell's PAGA notice, JonBec's Controller Sarita Mainez reviewed pay stubs for 222 employees and determined that the complete legal address of the Employer was on 499 of the pay stubs for the period November 28, 2016 to December 31, 2016. Ms. Joseph further states that she and Sarita Mainez reviewed the pay stubs of two JonBec employees and determined that the complete legal address was printed on pay stubs for dates November 28, 2016 through March 23, 2017. She further states that for pay stubs from March 24, 2017 through April 6, 2017, Controller Mainz and HR Director Marie Joseph were unable to determine if the address on the pay stubs included the city, State and zip code. Ms. Joseph further states in her declaration that Controller Mainez determined that pay stubs for pay dates April 7, 2017 through April 23, 2019 had omitted the city, State and zip code, that pay stubs from pay dates May 8, 2019 to July 23, 2019 had included the complete legal address, but that pay stubs from pay dates August 8, 2019 through December 4, 2019 had omitted the street address. Ms. Joseph states that it is her understanding that the omissions were caused by periodic updates in the Employer's payroll software. She further states that as a result of its review, the Employer distributed amended wage statements to all individuals employed from March 24, 2017 until December 4, 2019, and that the lack of complete address has been corrected in its payroll system commencing December 4, 2019.

On January 16, 2020, Ms. Howell submitted a response to Ms. Joseph's Declaration. In summary, Plaintiff argues that Ms. Joseph's statement that from Controller Mainez's review of pay stubs the Employer had concluded that pay stubs from pay dates May 8, 2019 to July 23, 2019, included the complete legal address is not credible. Ms. Howell submits a copy of her May 5, 2019, May 28, 2019, June 7, 2019, June 24, 2019, July 8, 2019, and July 23, 2019, wage statements. Those wage statements do not contain the street address of the Employer. Ms. Howell does not claim that she did not receive wage statements for the entire period of her employment which did include the Employer's complete address as part of an alleged cure, that corrected wage statements had not been sent to employees for the period of March 24, 2017 through December 4, 2019, or that wage statements have not included the Employer's complete address since December 4, 2019.

Later on January 16, 2020, JonBec submitted a second Declaration of Becky Joseph. In her Declaration, Ms. Joseph restates that Controller Mainez reviewed pay stubs for 222 employees for the period of November 28, 2016 to December 31, 2016, and ascertained that those pay stubs had the complete legal name and address of the Employer. Ms. Joseph states that a new payroll system file started on January 1, 2017. She states that she and Controller Mainez reviewed the pay stubs of two JonBec employees for the period of January 1, 2017 through March 23, 2017, and determined that the complete legal address was on pay stubs during that period. JonBec also submitted wage statements dated December 16, 2016, January 23, 2017, February 8, 2017, and March 23, 2017 containing "JonBec Care Inc., 1711 Plum Ave., Redlands, CA 92374." Also submitted is a wage statement dated April 7, 2017, which does not contain the city, State or zip code of the employer. JonBec also submitted wage statements dated July 23, 2019, July 8, 2019, June 24, 2019, June 7, 2019, May 23, 2019 and May 8, 2019. These wage statements contain the name and full address for JonBec.

Ms. Howell then submitted a response to the second Declaration of Ms. Joseph. In her submission, Ms. Howell again points out that the wage statements she submitted do not contain the complete address and argues that there is a question raised as to why JonBec reviewed only wage statements for two employees for the period of January 1, 2017 through March 23, 2017, when it reviewed many more wage statements for other periods.

II. The Employer Has Cured the Alleged Violations of Labor Code Section 226(a)(8)

Only violations of Labor Code sections *not* listed in section 2699.5 are curable. (See Labor Code §§ 2699.3, subdivision (c); 2699.5.) Here, the Labor Code violation alleged to have been cured pertains to section 226, subdivision (a)(8). The LWDA considers only the adequacy of the cure of section 226, subdivision (a)(8), without taking any position on the merits of any other violation alleged in the PAGA Notice or Cure Dispute.

The Employer has made a sufficient showing that it carried out a cure of the alleged violation of Labor Code section 226, subdivision (a)(8). Specifically, the issue presented in the cure dispute is whether the Employer was obligated to send corrected wage statements for the entire three year period prior to the filing of the PAGA notice on November 27, 2019, or whether corrected wages statements did not need to be sent for the period November 28, 2016 to March 23, 2017, because the Employer already had provided wage statements that contained the full name and address of the Employer. The statements in Ms. Joseph's two declarations and the sample wage statements from this period of time sufficiently show that the Employer's name and address was on wage statements during the period November 28, 2016 to March 23, 2017, and therefore, no corrected wage statements needed to be sent for this period.

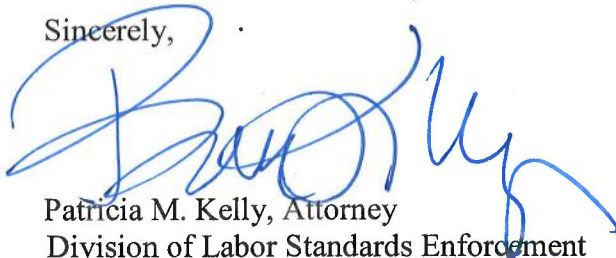
In her Declaration, Ms. Joseph provides an explanation as to why the wage statements submitted by Plaintiff do not contain the full address. She states that those wage statements were reprinted in response to an August 29, 2019, document request from Ms. Howell's counsel and in her second January 16, 2020, letter, Ms. Howell agrees that is how she obtained those wage statements. Ms. Joseph's explanation that the reprinted wage statements did not include the full address because when Ms. Howell's wage statements were reprinted, JonBec's payroll system was not printing JonBec's full address is plausible. Of greater significance is that the sample wage statements provided by JonBec for the period of November 28, 2016 to March 23, 2017, support the statements in Ms. Joseph's declarations that JonBec's name and address were on wage statements during that period, as the samples do contain the name and address of the Employer.

III. Conclusion

In light of the parties' submissions, including the declarations of Becky Joseph, and sample wage statements, the LWDA determines that the Employer has cured the alleged violations of Labor Code section 226, subdivision (a)(8) in the above-captioned matter. The LWDA takes no position on the merit of any other alleged violation.

If you have questions concerning this decision, please send an email to PAGAinfo@dir.ca.gov or call the PAGA Unit at (510) 286-1340.

Sincerely,



Patricia M. Kelly, Attorney
Division of Labor Standards Enforcement

EXHIBIT 5

TOLLING AGREEMENT

This Tolling Agreement (“Agreement”) is entered into on January 23, 2020, by and between Danielle Howell (“Howell”), on the one hand, and JonBec Care, Inc. (“JonBec”), on the other hand, through their respective counsel, and based on the facts set forth in the Recitals. Howell and JonBec are hereinafter referred to collectively as “Parties” and individually as “Party.”

Recitals

WHEREAS, on November 27, 2019, Howell gave notice to the California Labor and Workforce Development Agency (“LWDA”) by online filing, and to JonBec by certified mail, of various provisions of the Labor Code alleged by Howell to have been violated by JonBec, including the facts and theories to support those alleged violations. A copy of this notice is attached hereto as **Exhibit 1**.

WHEREAS, on or around December 12, 2019, respective counsel for the Parties began discussing the possibility of exploring early resolution of Howell’s claims against JonBec, including the claims alleged in Exhibit 1.

WHEREAS, to facilitate the exploration of early resolution, as well as to preserve the Parties’ respective resources, the Parties desire to enter the following Stipulation.

Stipulation

NOW THEREFORE, in mutual consideration of the promises contained herein, the Parties agree as follows:

1. **Tolling.** The Parties agree that the statute of limitations for any claim stemming from Howell’s employment with JonBec, including any such claim brought on behalf of a class or on a representative basis, is tolled through May 22, 2020 (“Tolling Period”). The Parties also agree that any deadline for Howell to take any action under the Private Attorneys General Act (“PAGA”), section 2698 *et seq.* of the California Labor Code, is likewise tolled through the Tolling Period. However, the Parties understand that this Agreement does **not** extend any period of time for the LWDA to take any action under PAGA, including the period of time for the LWDA to investigate Howell’s alleged violations or to notify the Parties as to whether the LWDA intends to investigate those alleged violations.

For the avoidance of any doubt, the Parties expressly agree that the above tolling provisions mean that the period for Howell to assert any such claim is tolled not only for her, but also for the putative class members and alleged aggrieved employees for any such claim brought by her. If necessary, the Parties reserve the right to enter into additional tolling agreements to extend this Agreement. ***Any claims that have expired as of the date of this Agreement are not revived by this Agreement. The Parties understand and agree that this Agreement does not operate to extend the limitations period for any potential claim that has already expired.***

2. **Document Preservation.** The Parties agree that, during the Tolling Period, they

shall comply with their legal obligations to preserve and maintain evidence in light of the claims raised in Exhibit 1.

3. **Evidentiary Protections.** This Agreement shall not be construed or interpreted to constitute an admission of liability by any Party for any purpose. Each Party expressly denies any liability to the other Party with respect to the claims tolled by this Agreement.

4. **Effect of Agreement.** Nothing contained herein shall waive the right to assert any defense that JonBec may have concerning any claim alleged in Exhibit 1, or any claim arising out of the employment relationship between Howell and JonBec, including defenses such as laches, waiver, failure to exhaust administrative remedies, and expiration of the applicable statutes of limitations.

5. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. Any modifications or changes, including any extensions of the Agreement, shall be in writing signed by all Parties.

6. **Titles and Headlines.** Titles and headings in this Agreement are for convenience only and shall not be deemed to alter or affect the construction of any provision of this Agreement.

7. **Full Authority.** Each individual signing this Agreement on behalf of a Party warrants and represents that he or she has full authority to execute the Agreement on behalf of the Party on whose signature he or she so executes, and that he or she is acting within the express scope of such authority. The Parties further warrant and represent that neither Party, nor the signatory for said Party, has assigned, otherwise disposed of, or otherwise transferred any right, interest, or cause of action relating to any claim, and that the Parties are the sole owners of their respective claims and defenses being addressed by this Agreement.

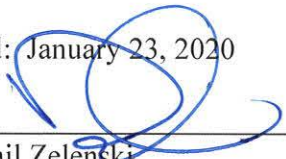
8. **Counterparts.** This Agreement may be executed in any number of original counterparts, by facsimile signature, or by .pdf signature. Any such counterpart, when executed, shall constitute an original of this Agreement, all such counterparts together shall constitute an original of this Agreement, and all such counterparts together shall constitute one and the same Agreement.

9. **Cooperative Drafting.** Neither of the Parties, on the one hand, nor their respective counsel, on the other hand, shall be deemed the drafter of this Agreement for the purpose of construing the Agreement's provisions. The language in each part of this Agreement shall, in all cases, be construed according to its fair meaning, not strictly for or against either of the Parties.

/////

10. **Governing Law.** This Agreement is made and entered into in the State of California, and it shall be interpreted and enforced under, and pursuant to, the laws of that jurisdiction.

Dated: January 23, 2020



Abigail Zelenski
David Zelenski
ZELENSKI LAW, PC

Mark S. Greenstone
GREENSTONE LAW APC

Attorneys for Danielle Howell

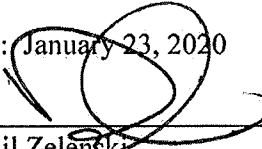
Dated: January 23, 2020

Colin P. Calvert
Alix M. Rozolis
FISHER & PHILLIPS LLP

Attorneys for JonBec Care, Inc.

10. **Governing Law.** This Agreement is made and entered into in the State of California, and it shall be interpreted and enforced under, and pursuant to, the laws of that jurisdiction.

Dated: January 23, 2020

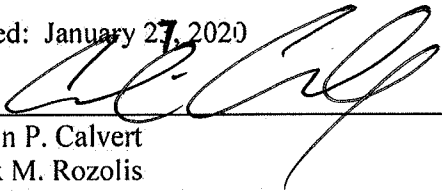


Abigail Zelenski
David Zelenski
ZELENSKI LAW, PC

Mark S. Greenstone
GREENSTONE LAW APC

Attorneys for Danielle Howell

Dated: January 27, 2020



Colin P. Calvert
Alix M. Rozolis
FISHER & PHILLIPS LLP

Attorneys for JonBec Care, Inc.

SECOND TOLLING AGREEMENT

This Second Tolling Agreement (“Second Agreement”) is entered into as of May 1, 2020, by and between Danielle Howell (“Howell”), on the one hand, and JonBec Care, Inc. (“JonBec”), on the other hand, through their respective counsel, and based on the facts set forth in the Recitals. Howell and JonBec are hereinafter referred to collectively as “Parties” and individually as “Party.”

Recitals

WHEREAS, on November 27, 2019, Howell gave notice to the California Labor and Workforce Development Agency (“LWDA”) by online filing, and to JonBec by certified mail, of various provisions of the Labor Code alleged by Howell to have been violated by JonBec, including the facts and theories to support those alleged violations. A copy of this notice is attached hereto as **Exhibit 1**.

WHEREAS, on or around December 12, 2019, respective counsel for the Parties began discussing the possibility of exploring early resolution of Howell’s claims against JonBec, including the claims alleged in Exhibit 1.

WHEREAS, to facilitate the exploration of early resolution, as well as to preserve the Parties’ respective resources, the Parties entered into a Tolling Agreement. A copy of that Tolling Agreement is attached hereto as **Exhibit 2**.

WHEREAS, generally speaking, the Tolling Agreement attached hereto as Exhibit 2 tolled the statute of limitations for any claim stemming from Howell’s employment with JonBec, including any such claim brought on behalf of a class or on a representative basis, from January 23, 2020, through May 22, 2020.

WHEREAS, the Tolling Agreement attached hereto as Exhibit 2 specifically contemplates that the Parties may extend the Tolling Period set forth in that Tolling Agreement.

WHEREAS, to continue facilitating the exploration of early resolution, as well as to preserve the Parties’ respective resources, the Parties desire to extend the Tolling Period set forth in the Tolling Agreement attached hereto as Exhibit 2.

Stipulation

NOW THEREFORE, in mutual consideration of the promises contained herein, the Parties agree as follows:

1. **Tolling.** The Parties agree that the Tolling Period set forth in the Tolling Agreement attached hereto as Exhibit 1 is extended through July 17, 2020 (“Extended Tolling Period”). Accordingly, any period of time for Howell to take any action under the Private Attorneys General Act (“PAGA”), section 2698 *et seq.* of the California Labor Code, is likewise extended through the Extended Tolling Period. However, the Parties understand that this Second Agreement does **not** extend any period of time for the LWDA to take any action under PAGA,

including the period of time for the LWDA to investigate Howell's alleged violations or to notify the Parties as to whether the LWDA intends to investigate those alleged violations.

For the avoidance of any doubt, the Parties expressly agree that the above tolling provisions mean that the period for Howell to assert any such claim is tolled not only for her, but also for the putative class members and alleged aggrieved employees for any such claim brought by her. If necessary, the Parties reserve the right to enter into additional tolling agreements to extend this Extended Tolling Period. *Any claims that have expired as of January 23, 2020, are not revived by this Second Agreement. The Parties understand and agree that this Second Agreement does not operate to extend the limitations period for any potential claim that has expired as of January 23, 2020.*

2. **Document Preservation.** The Parties agree that, during the Extended Tolling Period, they shall comply with their legal obligations to preserve and maintain evidence in light of the claims raised in Exhibit 1.

3. **Evidentiary Protections.** This Second Agreement shall not be construed or interpreted to constitute an admission of liability by any Party for any purpose. Each Party expressly denies any liability to the other Party with respect to the claims tolled by this Second Agreement.

4. **Effect of Second Agreement.** Nothing contained herein shall waive the right to assert any defense that JonBec may have concerning any claim alleged in Exhibit 1, or any claim arising out of the employment relationship between Howell and JonBec, including defenses such as laches, waiver, failure to exhaust administrative remedies, and expiration of the applicable statutes of limitations.

5. **Entire Agreement.** This Second Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. Any modifications or changes, including any extensions of the Second Agreement, shall be in writing signed by all Parties.

6. **Titles and Headlines.** Titles and headings in this Second Agreement are for convenience only and shall not be deemed to alter or affect the construction of any provision of this Second Agreement.

7. **Full Authority.** Each individual signing this Second Agreement on behalf of a Party warrants and represents that he or she has full authority to execute the Second Agreement on behalf of the Party on whose signature he or she so executes, and that he or she is acting within the express scope of such authority. The Parties further warrant and represent that neither Party, nor the signatory for said Party, has assigned, otherwise disposed of, or otherwise transferred any right, interest, or cause of action relating to any claim, and that the Parties are the sole owners of their respective claims and defenses being addressed by this Second Agreement.

8. **Counterparts.** This Second Agreement may be executed in any number of original counterparts, by facsimile signature, or by .pdf signature. Any such counterpart, when executed, shall constitute an original of this Second Agreement, all such counterparts together

shall constitute an original of this Second Agreement, and all such counterparts together shall constitute one and the same Second Agreement.

9. **Cooperative Drafting.** Neither of the Parties, on the one hand, nor their respective counsel, on the other hand, shall be deemed the drafter of this Second Agreement for the purpose of construing the Second Agreement's provisions. The language in each part of this Second Agreement shall, in all cases, be construed according to its fair meaning, not strictly for or against either of the Parties.

10. **Governing Law.** This Second Agreement is made and entered into in the State of California, and it shall be interpreted and enforced under, and pursuant to, the laws of that jurisdiction.

Dated: May 19, 2020



Abigail Zelenski
David Zelenski
ZELENSKI LAW, PC

Mark S. Greenstone
GREENSTONE LAW APC

Attorneys for Danielle Howell

Dated: May __, 2020

Colin P. Calvert
Alix M. Rozolis
FISHER & PHILLIPS LLP

Attorneys for JonBec Care, Inc.

shall constitute an original of this Second Agreement, and all such counterparts together shall constitute one and the same Second Agreement.

9. **Cooperative Drafting.** Neither of the Parties, on the one hand, nor their respective counsel, on the other hand, shall be deemed the drafter of this Second Agreement for the purpose of construing the Second Agreement's provisions. The language in each part of this Second Agreement shall, in all cases, be construed according to its fair meaning, not strictly for or against either of the Parties.

10. **Governing Law.** This Second Agreement is made and entered into in the State of California, and it shall be interpreted and enforced under, and pursuant to, the laws of that jurisdiction.

Dated: May 19, 2020

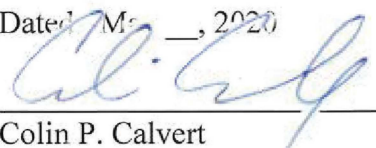


Abigail Zelenski
David Zelenski
ZELENSKI LAW, PC

Mark S. Greenstone
GREENSTONE LAW APC

Attorneys for Danielle Howell

Dated: May , 2020



Colin P. Calvert
Alix M. Rozolis
FISHER & PHILLIPS LLP

Attorneys for JonBec Care, Inc.

THIRD TOLLING AGREEMENT

This Third Tolling Agreement (“Third Agreement”) is entered into as of July 17, 2020, by and between Danielle Howell (“Howell”), on the one hand, and JonBec Care, Inc. (“JonBec”), on the other hand, through their respective counsel, and based on the facts set forth in the Recitals. Howell and JonBec are hereinafter referred to collectively as “Parties” and individually as “Party.”

Recitals

WHEREAS, on November 27, 2019, Howell gave notice to the California Labor and Workforce Development Agency (“LWDA”) by online filing, and to JonBec by certified mail, of various provisions of the Labor Code alleged by Howell to have been violated by JonBec, including the facts and theories to support those alleged violations. A copy of this notice is attached hereto as **Exhibit 1**.

WHEREAS, on or around December 12, 2019, respective counsel for the Parties began discussing the possibility of exploring early resolution of Howell’s claims against JonBec, including the claims alleged in Exhibit 1.

WHEREAS, to facilitate the exploration of early resolution—including attending a private mediation on July 10, 2018—and to preserve the Parties’ respective resources, the Parties entered into a Tolling Agreement, followed by a Second Tolling Agreement. Copies of the Tolling Agreement and the Second Tolling Agreement (both without their respective Exhibits) are attached hereto as **Exhibit 2** and **3**, respectively.

WHEREAS, generally speaking, the Tolling Agreement attached hereto as Exhibit 2 tolled the statute of limitations for any claim stemming from Howell’s employment with JonBec, including any such claim brought on behalf of a class or on a representative basis, from January 23, 2020, through May 22, 2020; the Second Tolling Agreement attached hereto as Exhibit 3, in turn, extended the Tolling Agreement’s Tolling Period through July 17, 2020.

WHEREAS, the Second Tolling Agreement attached hereto as Exhibit 3 specifically contemplates that the Parties may extend the Extended Tolling Period set forth in the Second Tolling Agreement.

WHEREAS, to continue facilitating the exploration of early resolution—including continuing efforts by the mediator—and to preserve the Parties’ respective resources, the Parties desire to extend the Extended Tolling Period set forth in the Second Tolling Agreement attached hereto as Exhibit 3.

Stipulation

NOW THEREFORE, in mutual consideration of the promises contained herein, the Parties agree as follows:

1. **Tolling.** The Parties agree that the Extended Tolling Period set forth in the Second Tolling Agreement attached hereto as Exhibit 3 is extended through August 18, 2020 (“Third

Tolling Period”). Accordingly, any period of time for Howell to take any action under the Private Attorneys General Act (“PAGA”), section 2698 *et seq.* of the California Labor Code, is likewise extended through the Third Tolling Period. However, the Parties understand that this Third Agreement does *not* extend any period of time for the LWDA to take any action under PAGA, including the period of time for the LWDA to investigate Howell’s alleged violations or to notify the Parties as to whether the LWDA intends to investigate those alleged violations.

For the avoidance of any doubt, the Parties expressly agree that the above tolling provisions mean that the period for Howell to assert any such claim is tolled not only for her, but also for the putative class members and alleged aggrieved employees for any such claim brought by her. If necessary, the Parties reserve the right to enter into additional tolling agreements to extend this Third Tolling Period. *Any claims that have expired as of January 23, 2020, are not revived by this Third Agreement. The Parties understand and agree that this Third Agreement does not operate to extend the limitations period for any potential claim that has expired as of January 23, 2020.*

2. **Document Preservation.** The Parties agree that, during the Third Tolling Period, they shall comply with their legal obligations to preserve and maintain evidence in light of the claims raised in Exhibit 1.

3. **Evidentiary Protections.** This Third Agreement shall not be construed or interpreted to constitute an admission of liability by any Party for any purpose. Each Party expressly denies any liability to the other Party with respect to the claims tolled by this Third Agreement.

4. **Effect of Third Agreement.** Nothing contained herein shall waive the right to assert any defense that JonBec may have concerning any claim alleged in Exhibit 1, or any claim arising out of the employment relationship between Howell and JonBec, including defenses such as laches, waiver, failure to exhaust administrative remedies, and expiration of the applicable statutes of limitations.

5. **Entire Agreement.** This Third Agreement contains the entire agreement between the Parties with respect to the matters set forth herein. Any modifications or changes, including any extensions of the Third Agreement, shall be in writing signed by all Parties.

6. **Titles and Headlines.** Titles and headings in this Third Agreement are for convenience only and shall not be deemed to alter or affect the construction of any provision of this Third Agreement.

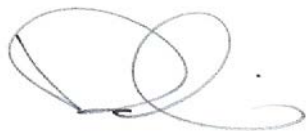
7. **Full Authority.** Each individual signing this Third Agreement on behalf of a Party warrants and represents that he or she has full authority to execute the Third Agreement on behalf of the Party on whose signature he or she so executes, and that he or she is acting within the express scope of such authority. The Parties further warrant and represent that neither Party, nor the signatory for said Party, has assigned, otherwise disposed of, or otherwise transferred any right, interest, or cause of action relating to any claim, and that the Parties are the sole owners of their respective claims and defenses being addressed by this Third Agreement.

8. **Counterparts.** This Third Agreement may be executed in any number of original counterparts, by facsimile signature, or by .pdf signature. Any such counterpart, when executed, shall constitute an original of this Third Agreement, all such counterparts together shall constitute an original of this Third Agreement, and all such counterparts together shall constitute one and the same Third Agreement.

9. **Cooperative Drafting.** Neither of the Parties, on the one hand, nor their respective counsel, on the other hand, shall be deemed the drafter of this Third Agreement for the purpose of construing the Third Agreement's provisions. The language in each part of this Third Agreement shall, in all cases, be construed according to its fair meaning, not strictly for or against either of the Parties.

10. **Governing Law.** This Third Agreement is made and entered into in the State of California, and it shall be interpreted and enforced under, and pursuant to, the laws of that jurisdiction.

Dated: July 28, 2020



Abigail Zelenski
David Zelenski
ZELENSKI LAW, PC

Mark S. Greenstone
GREENSTONE LAW APC

Attorneys for Danielle Howell

Dated: July 28, 2020



Colin P. Calvert
Alix M. Rozolis
FISHER & PHILLIPS LLP

Attorneys for JonBec Care, Inc.

EXHIBIT 6

MEMORANDUM OF UNDERSTANDING

Danielle Howell (“Plaintiff”) and JonBec Care, Inc. (“Defendant”) (collectively, “Parties”), by and through their undersigned counsel, hereby enter into this Memorandum of Understanding (“MOU”), effective as of the date of the last signature below. The Parties agree that they have reached a settlement in principle (“Settlement”) to resolve, on a class-wide basis, all disputes between them. The Settlement was negotiated by the Parties’ respective attorneys through mediation with Todd Smith, a mutually selected private mediator.

This MOU sets out the basic terms and conditions of the Settlement to be proposed for court approval in the form of a long-form settlement agreement to be negotiated by the Parties forthwith. The Parties agree that they will work together to draft appropriate documents for court filing to effectuate the Settlement.

1. **Tolling**: The Third Tolling Period set forth in the Third Tolling Agreement is hereby extended through the date that Plaintiff files the complaint set forth in section 4 below.
2. **Class Definition**: All individuals who are or were employed by Defendant in California as non-exempt employees at any time during the period of January 23, 2016, through September 14, 2020 (“Class Period”).
3. **Class Counsel**: Greenstone Law APC and Zelenski Law, PC.
4. **Complaint**: Plaintiff to file a complaint in a mutually agreeable state-court venue for purposes of effectuating the Settlement. The allegations in the Complaint will be limited to those matters addressed during the mediation.
5. **Enforceability**: The Parties intend this MOU to be admissible and binding under California Code of Civil Procedure section 664.6.

5. **Gross Settlement Amount:** Defendant shall pay the total sum of \$1,000,000.00 for the payment of all claims; settlement-administration expenses; Class Counsel’s attorneys’ fees and costs; a class-representative service award; and a payment for civil penalties under the Private Attorneys General Act (“PAGA”), section 2698 *et seq.* of the California Labor Code (“Gross Settlement Amount”). The Gross Settlement Amount shall be all-in with no reversion to Defendant. The employer’s share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.
6. **No Admission:** The Settlement does not constitute an admission of liability by Defendant.
7. **Settlement Allocation:** The allocation of payment of claims among Class Members shall be paid based on the number of workweeks worked during the Class Period without the need to submit a claim form.
8. **Service Award:** Defendant shall not oppose a request for a class-representative service award to Plaintiff of up to \$10,000.00, to be paid out of the Gross Settlement Fund.
9. **PAGA Payment:** The PAGA payment of \$30,000.00 shall be made from the Gross Settlement Amount, with 25% of the payment going to Class Members and 75% of going to the State of California.
10. **Settlement-Administration Expenses:** A settlement administrator shall be mutually agreed to by the Parties. Settlement-administration expenses shall not exceed the estimate of the Settlement Administrator to administrate the Settlement.
11. **Class-Member Information:** It is estimated that there are 727 Class Members. The Gross Settlement Amount will increase proportionally if the number of Class Members is more than 5% of the estimate stated herein.
12. **Attorneys’ Fees:** Defendant agrees not to oppose an attorneys’ fees request up to 1/3 of

the Gross Settlement Amount.

13. **Attorneys' Expenses**: Defendant agrees not to oppose a request for actually incurred and documented attorneys' expenses.
14. **Released Claims**: Upon entry of final judgment, Defendant shall be entitled to a release from Class Members of all claims alleged, or that could have been alleged, based on the acts or omissions asserted in the complaint and that occurred during the Class Period.
15. **Drafting Settlement Documents**: Defendant's Counsel shall draft and circulate a long-form settlement agreement for distribution within thirty calendar days of the execution of this MOU.
16. **Payment Schedule**: If no objection to the settlement is made, Defendant will pay to the settlement administrator \$500,000.00 within three business days of the final-approval order, \$250,000.00 within three months of the final approval order, and the remaining \$250,000.00 within six months of the final approval order.
17. **Personal Guarantee**: Defendant's principals—Jonathan Joseph and Becky Joseph—shall personally guarantee the second and third installment payments in the gross amount \$500,0000.00.
18. **Taxation**: The distribution to Class Members shall be treated as follows: (1) 55% shall be treated as lost wages, subject to applicable withholdings, for which a Form W-2 will be issued; and (2) 45% will be treated as liquidated damages, penalties, and interest, for which an IRS Form 1099 shall be issued to the extent required by the tax code.
19. **Uncashed Checks**: All checks not cashed within 180 calendar days of mailing shall be paid to a mutually agreeable *cy pres* recipient.
20. **Disputes**: Any dispute between the Parties that arise during the preparation of the long-

form settlement agreement shall be presented to Todd Smith for resolution.

21. **Execution in Counterparts:** This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email, which, for purposes of this MOU, shall be accepted as an original. All executed counterparts, and each of them, will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this MOU.

21. **Court Filings:** The Parties agree not to object to any court filings consistent with this Agreement.

Dated: September 14, 2020

**GREENSTONE LAW APC
ZELENSKI LAW, PC**
Mark S. Greenstone
David Zelenski

David Zelenski

Attorneys for Plaintiff

Dated: 9/16/20

FISHER & PHILLIPS LLP
Colin Calvert

Colin Calvert

Attorneys for Defendant

Dated: 9/14/2020

Danielle Howell

Danielle Howell

Dated: 9/16/2020

[Signature]

Authorized Agent for JonBec Care, Inc.

EXHIBIT 7



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	727
Opt Out Rate	2%
Opt Outs Received	15
Total Class Claimants	712
Subtotal Admin Only	\$12,000.00

WILL NOT EXCEED	\$12,000.00
------------------------	--------------------

For 727 Class Members

Bid good for scope of estimate

December 14, 2020

Case: Howell v. JonBec Opt-Out Administration w/Translation Wed and Email.

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Abigail Zelenski

Firm: Zelenski Law, PC

Contact Number: (323) 426-9076

Email: abigail@zelenskilaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **727** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

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*	\$148.77	1	\$148.77
Call Center & Long Distance	\$1.50	73	\$109.05
NCOA (USPS)	0.10	727	\$72.70
Total			\$930.52

* Up to 120 days after disbursement

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

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.10	727	\$72.70
Notice Packet & Opt-Out Form	\$0.45	727	\$327.15
Estimated Postage (up to 2 oz.)*	\$0.55	727	\$399.85
Language Translation	\$0.20	5,000	\$1,000.00
Email Setup and Programming	\$250.00	2	\$500.00
Emailing Notice	\$0.25	727	\$181.75
Static Website English	\$500.00	1	\$500.00
Total			\$3,281.45

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	4	\$200.00
Skip Tracing Undeliverables	\$1.00	145	\$145.40
Remail Notice Packets	\$1.50	145	\$218.10
Estimated Postage	\$0.55	145	\$79.97
Programming Undeliverables	\$50.00	4	\$200.00
		Total	\$843.47

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	\$100.00	3	\$300.00
Case Associate	\$50.00	5	\$250.00
Opt-Outs/Deficiency/Dispute Letters	\$2.00	11	\$21.81
Case Manager	\$75.00	4	\$300.00
		Total	\$1,171.81

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	3	\$300.00
Disbursement Review	\$100.00	3	\$300.00
Programming Manager	\$75.00	3	\$225.00
QSF Fees, Bank Account & EIN	\$100.00	3	\$300.00
Check Run Setup & Printing	\$100.00	4	\$400.00
Mail Class Checks, W2 and 1099 *	\$1.00	712	\$712.46
Estimated Postage Checks, W2 and 1099	\$0.55	712	\$391.85
		Total	\$2,629.31

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$0.75	71	\$53.43
Case Associate	\$50.00	4	\$200.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$70.00	2	\$140.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS Annual Tax Reporting * (State Tax Reporting Included)	\$2,000.00	1	\$2,000.00
		Total	\$3,143.43

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$12,000.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 8

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-759361-19
 Plaintiff for PAGA Case: Danielle Howell
 Filer/Attorney for PAGA Case: Mark Greenstone
 Law Firm for PAGA Plaintiff: Greenstone Law APC
 Employer: JonBec Care, Inc.
 Date Case Received:
 Filer for Employer:
 Employer Filer Firm: Fisher & Phillips LLP
 Court Type: California Superior Courts
 Court Name: Sonoma County Superior Court
 PAGA Court Case Number: SCV-267909
 Violation Type:
 Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 03/16/2021 03:25:27 PM by Mark Greenstone	2021-3-1 File-Stamped Compl.pdf	3/16/2021 10:25 PM	Court Complaint
Proposed Settlement Submitted on 05/17/2021 11:28:12 AM by Mark Greenstone	2021-1-20 Settlement Agreement (Fully Executed).pdf	5/17/2021 6:28 PM	Proposed Settlement

EXHIBIT 9

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 10

SALARY TABLE 2021-SF
INCORPORATING THE 1% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 41.44%
FOR THE LOCALITY PAY AREA OF SAN JOSE-SAN FRANCISCO-OAKLAND, CA

TOTAL INCREASE: 1%
EFFECTIVE JANUARY 2021

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 27,917	\$ 28,854	\$ 29,782	\$ 30,705	\$ 31,633	\$ 32,176	\$ 33,094	\$ 34,019	\$ 34,056	\$ 34,922
2	31,391	32,138	33,178	34,056	34,439	35,452	36,465	37,477	38,490	39,503
3	34,251	35,393	36,534	37,675	38,817	39,958	41,100	42,241	43,382	44,524
4	38,449	39,730	41,012	42,293	43,575	44,856	46,138	47,419	48,701	49,982
5	43,018	44,452	45,886	47,320	48,754	50,189	51,623	53,057	54,491	55,925
6	47,952	49,551	51,149	52,747	54,345	55,944	57,542	59,140	60,739	62,337
7	53,286	55,063	56,839	58,616	60,392	62,169	63,945	65,722	67,498	69,274
8	59,013	60,980	62,948	64,915	66,883	68,850	70,818	72,785	74,752	76,720
9	65,180	67,352	69,525	71,697	73,870	76,042	78,215	80,387	82,560	84,732
10	71,778	74,171	76,564	78,957	81,351	83,744	86,137	88,530	90,923	93,316
11	78,861	81,491	84,120	86,749	89,379	92,008	94,638	97,267	99,896	102,526
12	94,523	97,674	100,826	103,977	107,128	110,279	113,431	116,582	119,733	122,884
13	112,400	116,146	119,893	123,640	127,387	131,133	134,880	138,627	142,374	146,120
14	132,822	137,249	141,676	146,103	150,530	154,957	159,384	163,812	168,239	172,500 *
15	156,235	161,442	166,650	171,858	172,500 *	172,500 *	172,500 *	172,500 *	172,500 *	172,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2021 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/locality-pay-area-definitions/>

EXHIBIT 11

**SALARY TABLE 2021-LA
 INCORPORATING THE 1% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 32.41%
 FOR THE LOCALITY PAY AREA OF LOS ANGELES-LONG BEACH, CA**

**TOTAL INCREASE: 1%
 EFFECTIVE JANUARY 2021**

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 26,135	\$ 27,012	\$ 27,880	\$ 28,745	\$ 29,613	\$ 30,122	\$ 30,981	\$ 31,847	\$ 31,882	\$ 32,692
2	29,387	30,086	31,059	31,882	32,241	33,189	34,137	35,085	36,033	36,981
3	32,064	33,133	34,202	35,270	36,339	37,407	38,476	39,544	40,613	41,681
4	35,994	37,194	38,394	39,593	40,793	41,993	43,192	44,392	45,591	46,791
5	40,271	41,614	42,956	44,299	45,642	46,984	48,327	49,670	51,012	52,355
6	44,891	46,387	47,883	49,380	50,876	52,372	53,868	55,365	56,861	58,357
7	49,884	51,547	53,210	54,873	56,536	58,199	59,863	61,526	63,189	64,852
8	55,245	57,087	58,929	60,771	62,613	64,455	66,296	68,138	69,980	71,822
9	61,019	63,052	65,086	67,120	69,154	71,188	73,221	75,255	77,289	79,323
10	67,195	69,436	71,676	73,917	76,157	78,397	80,638	82,878	85,118	87,359
11	73,827	76,288	78,750	81,211	83,673	86,134	88,596	91,057	93,519	95,980
12	88,488	91,438	94,388	97,339	100,289	103,239	106,189	109,139	112,089	115,039
13	105,224	108,731	112,239	115,746	119,254	122,761	126,269	129,776	133,284	136,791
14	124,342	128,487	132,631	136,776	140,920	145,064	149,209	153,353	157,498	161,642
15	146,260	151,135	156,011	160,886	165,761	170,637	172,500 *	172,500 *	172,500 *	172,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2021 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/locality-pay-area-definitions/>

EXHIBIT 12

SALARY TABLE 2021-DCB
INCORPORATING THE 1% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 30.48%
FOR THE LOCALITY PAY AREA OF WASHINGTON-BALTIMORE-ARLINGTON, DC-MD-VA-WV-PA

TOTAL INCREASE: 1%
EFFECTIVE JANUARY 2021

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 25,754	\$ 26,618	\$ 27,474	\$ 28,326	\$ 29,182	\$ 29,683	\$ 30,530	\$ 31,383	\$ 31,417	\$ 32,216
2	28,959	29,648	30,607	31,417	31,771	32,705	33,639	34,573	35,508	36,442
3	31,597	32,650	33,703	34,756	35,809	36,862	37,915	38,968	40,021	41,074
4	35,470	36,652	37,834	39,016	40,198	41,380	42,563	43,745	44,927	46,109
5	39,684	41,007	42,330	43,653	44,976	46,300	47,623	48,946	50,269	51,592
6	44,237	45,711	47,185	48,660	50,134	51,609	53,083	54,558	56,032	57,506
7	49,157	50,796	52,435	54,074	55,712	57,351	58,990	60,629	62,268	63,906
8	54,440	56,255	58,070	59,885	61,700	63,515	65,330	67,145	68,960	70,775
9	60,129	62,133	64,137	66,142	68,146	70,150	72,154	74,158	76,162	78,167
10	66,216	68,424	70,631	72,839	75,047	77,255	79,462	81,670	83,878	86,085
11	72,750	75,176	77,602	80,027	82,453	84,879	87,304	89,730	92,155	94,581
12	87,198	90,106	93,013	95,920	98,827	101,734	104,641	107,548	110,455	113,362
13	103,690	107,146	110,603	114,059	117,516	120,972	124,428	127,885	131,341	134,798
14	122,530	126,614	130,698	134,782	138,866	142,950	147,034	151,118	155,202	159,286
15	144,128	148,932	153,737	158,541	163,345	168,150	172,500 *	172,500 *	172,500 *	172,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2021 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/locality-pay-area-definitions/>

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,
California 91203.

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

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

11 **BY U.S. MAIL:** I am readily familiar with the firm’s practice of collection and processing
12 correspondence for mailing. Under that practice, an envelope(s) containing the document(s)
13 would be deposited with the U.S. Postal Service on that same day, with postage thereon fully
14 prepaid, at Los Angeles, California in the ordinary course of business. I am aware that, on
15 motion of the party served, service is presumed invalid if the postal-cancellation date or postage-
16 meter date is more than one day after the date of deposit for mailing.

17 **BY OVERNIGHT DELIVERY OR EXPRESS MAIL:** I enclosed the document(s) in an
18 envelope(s) or package(s) allowed by an overnight-delivery carrier and/or by the U.S. Post
19 Office for express mail, and addressed to the person(s) at the address(es) above. I placed the
20 envelope(s) or package(s) for collection and overnight delivery or express mail at an office or a
21 regularly utilized drop-box of the overnight-delivery carrier, or I dropped it off at the U.S. Post
22 Office.

23 **BY HAND DELIVERY:** I caused the document(s) to be delivered by hand to at least one of the
24 individuals listed above.

25 **XXX BY ELECTRONIC SERVICE:** I caused the document(s) to be delivered by e-mail to the
26 individuals listed above, and, to my knowledge, the transmission was reported as complete and
27 without error.

28 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.

29 *David Zelenski*

30 David Zelenski