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Attorneys for Plaintiffs, the Class and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

MELISSA HEBDON, on behalf of herself
and all similarly aggrieved employees,

Plaintiff,

v.

MISSION HEALTHCARE SERVICES,
LLC; HEALTHY LIVING NETWORK
RESOURCES, LLC; HEALTHY LIVING
AT HOME - MONTEREY, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV000226

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: July 1, 2025

Time: 10:00 a.m.

Dept.: 14

Action Filed: January 25, 2022

Trial Date: None Set

1 I, Kristen Agnew, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiffs
4 Melissa Hebdon and Annette Lewis (collectively, "Plaintiffs"). I have personal knowledge of the
5 facts set forth below and if called to testify I could and would do so competently.

6 **FAIRNESS OF THE SETTLEMENT**

7 2. The Joint Stipulation of Class Action Settlement ("Settlement Agreement" or
8 "Agreement") was the product of negotiations between highly able and experienced attorneys on
9 both sides who possessed the relevant data and extensive legal research which they had carefully
10 analyzed. The Parties engaged in arm's length negotiations, including three full days of private
11 mediation.

12 3. Additionally, Class Counsel engaged in extensive factual investigation before
13 settling. Defendants provided fulsome and substantive responses to written discovery and
14 provided documents and information relevant to class certification, including the number of
15 members in the putative class, documents pertaining to Defendants' payroll policies and
16 procedures, and time and payroll records of putative class members. Additionally, Plaintiffs
17 deposed Defendants' designated person most knowledgeable on topics related to Defendants'
18 meal/rest period policies, calculation of the hours worked by putative class members, "rounding"
19 policy, calculation of the regular rate of compensation and cellphone reimbursement policy.

20 4. In preparation for mediation, my office retained Econ One to review the payroll
21 data produced by Defendants. With Econ One's assistance, Class Counsel conducted a full
22 damages analysis as to the class and PAGA claims. Based on the information provided by
23 Defendants, Class Counsel was able to determine the total number of Class Members and
24 Aggrieved Employees, the number of meal and rest period eligible shifts worked during the
25 Class Period and PAGA Period, the number of pay periods in which non-discretionary incentive
26 pay was earned in the same workweek as meal period premium pay, overtime and/or sick pay,
27 the number of Class Members who separated employment, and the average rate of pay for Class
28 Members.

1 5. Class Counsel estimated that that the total exposure for the class and PAGA
2 claims amount to \$15,859,572.93. The Gross Settlement is \$1,225,000.00, and thus amounts to
3 approximately 7.7% of Defendants' maximum exposure. However, this figure assumes that the
4 Court would award \$6,308,600 in civil PAGA penalties (which in turn presumes that the Court
5 would award \$100 per pay period at issue). In the alternative, if the Court assessed PAGA
6 penalties of approximately 10% of the total maximum, a more realistic estimate of the maximum
7 PAGA penalties at issue is \$630,860. In this case, the Gross Settlement Amount is approximately
8 12% of the total estimated liability.

9 6. I have spent significant time researching and pursuing the claims that have been
10 alleged in this action. I believe that Plaintiffs and the Class could prevail at trial. However, I also
11 believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks
12 attendant to not prevailing on one or more theories of liability, the possibility of losing at trial
13 and potential for appeals. Moreover, as Defendants adamantly deny that they should be liable for
14 the full extent of the alleged damages and penalties, there is a possibility that Plaintiffs and the
15 Class would be awarded less or recover nothing at trial. Thus, after taking into account sharply
16 disputed legal issues involved in this litigation, the risks associated with further prosecution,
17 delays caused by potential appeals, and the substantial benefits to be received pursuant to the
18 Agreement, I believe that the proposed settlement is fair, reasonable, and adequate and is in the
19 best interests of the Class.

20 **ATTORNEY EXPERIENCE**

21 7. Class Counsel has a great deal of experience in wage and hour class action
22 litigation. Diversity Law Group has been approved as class counsel in a number of wage and
23 hour class actions and have extensive litigation experience.

24 8. My qualifications are as follows: I was the 2003 recipient of the Spelman
25 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
26 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta
27 office of the Equal Employment Opportunity Commission. I received my J.D. from Emory
28 University in 2006 and was admitted to the California Bar in December 2006. Following law

1 school, I was an associate at Sonnenschein from September 2006 to May 2009.

2 9. Since 2009, my primary area of practice has been employment litigation. I have
3 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
4 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
5 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
6 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
7 companies in employment litigation in both state and federal courts, as well as before
8 government agencies, including the California Department of Labor. My practice included the
9 defense of single plaintiff and multi-plaintiff lawsuits involving claims under the California Fair
10 Employment and Housing Act, the California Labor Code and the Fair Labor Standards Act. I
11 also handled a number of wage and hour class actions.

12 10. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time
13 handling employment cases. I primarily represent employees.

14 11. I served as the lead associate on a number of wage and hour class actions,
15 including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior Court Case No.
16 BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles County Superior
17 Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los Angeles County
18 Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County Superior Court
19 Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior Court Case
20 No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*, Santa Clara
21 County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale Delaware, Inc., d/b/a*
22 *Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632; *Warren v. Paychex,*
23 *Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No.
24 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*,
25 C.D. Cal. Case No. 2:10-cv-05870.

26 12. I have been approved as class counsel in a number of class actions by the Superior
27 Courts of California and United States District Courts, including: *Antonio Becerra-Mata v. PSC*
28 *Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Andrew*

1 *Vasquez v. Earthbound Farm, LLC*, San Benito County Superior Court Case No. CU-17-00171;
2 *Francisco Pulido v. Westrock Services, Inc.*, San Benito County Superior Court Case No. CU-
3 18-00074; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior
4 Court Case No. BC608609; *John Obiols v. Lockheed Martin Corporation*, Santa Clara County
5 Superior Court Case No. 17CV314178; and *Eric Chavez v. Converse, Inc.*, N.D. Cal. Case No.
6 15-cv-03746-NC.

7 13. I also second chaired two jury trials where I represented the prevailing defendant.
8 Both cases involved employees who brought claims against their former employers pursuant to
9 the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*,
10 Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt &*
11 *Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909. More
12 recently, I was lead trial counsel on two bench trials, in which the plaintiffs were the prevailing
13 party. The cases are: *Esteban Palomino v. Northrop Grumman Systems Corporation*, Santa Clara
14 County Superior Court Case No. 19CV345534; and *Jose Delgado v. Taylor Farms California,*
15 *Inc.*, Monterey County Superior Court Case No. 18CV001381.

16 **NOTICE TO LWDA**

17 14. On October 11, 2024, my office uploaded the Court's Order Granting Preliminary
18 Approval to the LWDA's website. The LWDA has not responded or objected to this settlement.

19 15. On June 6, 2025, my office uploaded this Motion and Proposed Order to the
20 LWDA's website. In addition, my office shall submit to the LWDA a copy of the Court's
21 judgment and order approving the Settlement Agreement within ten (10) days after entry of
22 judgment or order.

23 **ABSENCE OF CONFLICTS**

24 16. I do not have a conflict of interest with Plaintiffs or the Class Members. My co-
25 counsel and I have and will zealously represent Plaintiffs and the Class and pursue this lawsuit to
26 its conclusion.

17. Neither I nor my firm have any relationship with the proposed *cy pres* recipient, California State Bar's Justice Gap Fund.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 6th day of June 2025, at Los Angeles, California.

Kristen M. Agnew