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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF MONTEREY**

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

19 Plaintiff,

20 v.

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

24 Defendants.

Case No.: 22CV000226

**~~PROPOSED~~ ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: October 11, 2024

Time: 8:30 a.m.

Dept.: 14

**ELECTRONICALLY FILED BY  
Superior Court of California,  
County of Monterey  
On 10/11/2024  
By Deputy: Nazarian, Agnes**

1 Plaintiffs Melissa Hendon and Annette Lewis' ("Plaintiffs") motion for an Order  
2 Granting Preliminary Approval of Class and Representative Action Settlement was filed with  
3 the Court on September 13, 2024, and a hearing was held before this Court on October 11,  
4 2024. Plaintiffs and Defendants Mission Healthcare Services, LLC, Healthy Living Network  
5 Resources, LLC and Healthy Living at Home – Monterey, LLC (together,  
6 "Defendants") appeared through their respective counsel of record.

7 The Court has considered the Joint Stipulation of Class and Representative Action  
8 Settlement ("Agreement" or "Settlement Agreement") and all other papers filed in this action.

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. This Court grants preliminary approval of the Settlement Agreement between  
11 Plaintiffs and Defendants filed herewith. The Settlement Agreement appears to be fair,  
12 adequate, and reasonable to the Class.

13 2. The Class Representatives and Defendants (hereafter, the "Parties"), through  
14 their counsel of record in the Action, have reached an agreement to settle all claims in the  
15 Action on behalf of the Class (as defined below and in the Settlement Agreement) as a whole.

16 3. The Court hereby conditionally certifies the following class for settlement  
17 purposes only: all current and former non-exempt, hourly W-2 employee by Defendants and  
18 other Healthy Living at Home Entities in California, at any time from June 23, 2021, to April  
19 15, 2024 (the "Class").

20 4. Should for whatever reason the Settlement Agreement not become Final, the fact  
21 that the Parties were willing to stipulate to certification of a class as part of the Settlement  
22 Agreement shall have no bearing on, or be admissible in connection with, the Action or the  
23 issue of whether a class should be certified in a non-settlement context.

24 5. The Court appoints and designates: (a) Plaintiffs Melissa Hendon and Annette  
25 Lewis as the Class Representatives; and (b) B. James Fitzpatrick and Laura L. Franklin of  
26 Fitzpatrick & Swanston, Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C.,  
27 and Andrew H. Swartz of Swartz & Kennedy, as Class Counsel. Class Counsel is authorized to  
28 act on behalf of the Class with respect to all acts or consents required by, or which may be

1 given, pursuant to the Settlement Agreement, and such other acts reasonably necessary to  
2 finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance  
3 through his or her own counsel at such Class Member's own expense. Any Class Member who  
4 does not enter an appearance or appear on his or her own behalf will be represented by Class  
5 Counsel.

6         6.       The Court hereby approves the terms and conditions provided for in the  
7 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement  
8 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,  
9 subject only to any objections that may be raised at the final fairness hearing and final approval  
10 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,  
11 and reasonable as to all potential Class Members when balanced against the probable outcome  
12 of further litigation relating to liability and damages issues. It also appears that investigation,  
13 research, and court proceedings have been conducted so that counsel for the Parties are able to  
14 reasonably evaluate their respective positions. It appears to the Court that settlement at this time  
15 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that  
16 would be presented by the further prosecution of the Action. It also appears that settlement has  
17 been reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

18         7.       A Final Fairness and Final Approval Hearing on the question of whether the  
19 proposed Settlement Agreement, the allocation of payments to Settlement Class Members,  
20 attorneys' fees and costs to Class Counsel, settlement administration costs, and the Class  
21 Representative Payment should be finally approved as fair, reasonable, and adequate as to the  
22 members of the Class is hereby set for June 20, 2025 at 9:00 a.m. in this Court.

23         8.       The Court hereby approves, as to form and content, the Notice of Class Action  
24 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the  
25 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members  
26 substantially in the manner and form set forth in the Settlement Agreement and this Order meets  
27 the requirements of due process and shall constitute due and sufficient notice to all parties  
28 entitled thereto. However, the Class Notice shall be revised to include the Defendants' right to rescind the settlement if more  
than 10 percent of Class Members submit timely requests for exclusion. The revised Notice shall be submitted with the Motion  
for Final Approval of the Settlement.

1           9.       The Court appoints and designates Phoenix Administrators as the Settlement  
2 Administrator. The Court hereby directs the Settlement Administrator to provide the approved  
3 Class Notice to Class Members using the procedures set forth in the Settlement Agreement.

4           10.      Any Class Member may choose to opt out of and be excluded from the  
5 settlement as provided in the Settlement Agreement and Class Notice and by following the  
6 instructions to request exclusion. Provided, however, that no Class Member may opt out of or  
7 be excluded from participating in the settlement of the released PAGA claims.

8           11.      Any person who timely and properly opts out of the settlement will not be bound  
9 by the Settlement Agreement or have any right to object, appeal, or comment thereon. Any opt  
10 out request must be in writing and signed by each such Class Member opting out and must  
11 otherwise comply with the requirements delineated in the Class Notice. Class Members who  
12 have not requested exclusion by submitting a valid and timely opt out request, by the opt out  
13 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and  
14 Judgment.

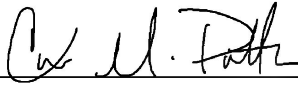
15           12.      Any Class Member may object to the Settlement Agreement or express his or her  
16 views regarding the Settlement Agreement, and may present evidence and file briefs or other  
17 papers that may be proper and relevant to the issues to be heard and determined by the Court as  
18 provided in the Class Notice.

19           13.      The Motion for Final Approval shall be filed by the Class Representative no later  
20 than sixteen (16) court days before the Final Fairness and Final Approval Hearing.

21           14.      The Court reserves the right to adjourn or continue the date of the Final Fairness  
22 and Final Approval Hearing and all dates provided for in the Settlement Agreement without  
23 further notice to the Class, and retains jurisdiction to consider all further applications arising out  
24 of or connected with the Class Settlement Agreement.

25           IT IS SO ORDERED.

26           DATED: 10/11/2024

  
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HONORABLE CARRIE M. PANETTA  
SUPERIOR COURT OF CALIFORNIA