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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

*Assigned to the Honorable Carrie M. Panetta
for all purposes*

**DECLARATION OF MELISSA HEBDON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 1, 2025
Time: 10:00 a.m.
Dept.: 14

1 I, Melissa Hebdon, declare as follows:

2 1. I am an individual over the age of 18 years old. I am one of the named plaintiffs
3 in this matter. I have personal knowledge of the facts set forth below and if called to testify I
4 could and would do so competently.

5 2. During the approximate period of September 21, 2020 to July 19, 2021, I was
6 employed by Defendant Healthy Living at Home – Monterey, LLC (the “Company”). My
7 official position was Executive Director for the Monterey branch.

8 3. Despite being categorized as a salaried exempt employee, I was required to
9 spend more than 50% of my time performing non-exempt duties each workday throughout the
10 entirety of my employment with Defendants. I performed nursing duties, both in the field and
11 over the phone. I performed patient visits, including patient admissions, discharges,
12 recertifications, dressing changes, blood draws, and IV infusions – all duties normally
13 performed by an hourly employee. I assisted various clinicians in the field, and I completed
14 OASIS assessments per Medicare/Medicaid regulations. I also performed various
15 administrative duties, including answering the office phone, copying, faxing, and shipping. I
16 also ordered and picked up necessary supplies, and I made work-related trips to the post office
17 almost daily. I cleaned the office daily and weekly, including taking out the garbage, breaking
18 down and taking out boxes from daily supply deliveries, and cleaning the bathroom and
19 kitchenette area. At times, I was required to perform office maintenance tasks. I also assisted
20 the sales team with meetings involving physicians and clinic staff. My office was very busy
21 with a high call volume, but our office staff was limited to myself and just one other individual
22 for the majority of my employment with the Company.

23 4. Despite the Company’s knowledge that I was spending more than 50% of my
24 workday performing non-exempt tasks, I remained misclassified as an exempt employee.

25 5. Throughout my employment, I was required to work daily and weekly overtime
26 hours and unable to take off-duty meal or rest breaks due to severe understaffing at the
27 Monterey branch. On the rare occasion when I was able to take a meal or rest break, I was
28 required to keep my cell phone on and respond to calls during the break as needed. As a result,

Defendants failed to pay me minimum and overtime wages and failed to provide me with the opportunity to take timely off-duty meal and rest periods or premium pay in lieu thereof.

6. I filed this lawsuit with no guarantee of personal benefit. Instead, I filed this lawsuit because I was concerned that the Company was not treating its employees fairly, including by not paying all wages, and providing proper breaks. By bringing a lawsuit, I hoped that I might be able to change the Company's policies to better protect the working conditions of employees.

7. However, I did not make the decision to file a lawsuit lightly. I was concerned by the attention a publicly filed lawsuit would attract. I am mindful that prospective employers might find out that I sued the Company, and this could hurt my employability. Nevertheless, I felt that important rights were at stake that hurt everyone, and something ought to be done about it.

8. Additionally, I am aware and have been aware from the inception of the case, that there is the risk that if I do not win this lawsuit, then I could be liable for the Company's litigation fees and costs. If I had lost the case and been ordered to pay the Company's litigation costs, it would have been financially devastating to me.

9. I understood that in bringing this action I would be representing other current and former employees of the Company. I believe that my interests have been and continue to be aligned with the employees I represent in this lawsuit. I do not have any interests that are adverse to the interests of my former co-workers.

10. I understood that I was expected to represent the other employees' interests, placing them ahead of my own. Because of that responsibility, I made it a priority to remain actively involved in the case. I estimate that I spent twenty-five or more hours on this matter, including: (1) participating in phone calls with my attorneys and their staff to discuss the claims alleged in my lawsuit and status of the case; (2) reviewing key case documents prepared on my behalf, such as the PAGA Notice, the complaint, the first amended complaint, and second amended complaint; (3) providing my attorneys with information and documents relevant the meal and rest period and off-the-clock claims; (4) making myself available by phone

during three all-day mediations; (5) reviewing and executing the Settlement Agreement; and
(6) reviewing and signing my declarations submitted to this Court in support of the settlement.

11. Before signing the Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Agreement”), I read the Settlement Agreement, and I discussed the terms with my attorneys. I believe that this settlement is fair, adequate, and reasonable. I am glad that I had the opportunity to represent the class in this lawsuit and that I was able to recover money through a settlement for the Class.

12. I understand that the Settlement Agreement provides an Enhancement Payment in the amount of \$10,000 to me and the other named plaintiff. I believe this amount is fair and reasonable given the risks I have taken, the tasks I have performed, the time I have invested, and the real benefit which the Class will receive from this action.

13. I understand my requested Enhancement Payment is subject to the Court’s approval and discretion, and I respectfully request that the Court approve awarding it.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on June 5, 2025, at
Snowville, Utah.

DocuSigned by:
Melissa Hebdon
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Melissa Hebdon