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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 PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 11, 2024

Time: 8:30 a.m.

Dept.: 14

I, Melissa Hebdon, declare as follows:

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

2. On or about September 21, 2020, I was extended an offer of employment from Defendant Healthy Living at Home – Monterey, LLC (the “Company”). My official position was Executive Director for the Monterey branch. I separated employment from the Company, on or about July 19, 2021.

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

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

5. Throughout my employment, I was required to work daily and weekly overtime hours and unable to take off-duty meal or rest breaks due to severe understaffing at the Monterey branch. On the rare occasion when I was able to take a meal or rest break, I was

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. 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.

7. I understand that the claims alleged in this action were brought on behalf of other similarly situated employees. However, I did not make the decision to file a class action lightly. I was concerned by the attention that a class action lawsuit would attract in the workplace and the reputational harm that may result, including the perception that I am difficult to work with. I was also mindful that filing a class action lawsuit could jeopardize my employment status. Although the lawsuit is justified, my current or prospective employer might find out that I sued the Company, and there is a risk of facing retaliation and strained relationships with colleagues and supervisors. 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 my case, then I could be liable for the Company’s litigation costs. I accepted that risk in this case. I also understood that an individual case would have resolved much faster than a class action and involved much less financial risk than a class action.

9. As a class representative, I understand that it is my responsibility to act in the class’s best interest and not my own. I am not aware of any conflicts that exist between my interest and the interests of the class that would impair or affect my ability to serve as representative for the class.

10. I have and continue to be willing to assist in the investigation and prosecution of this matter, including making myself available for trial or any further proceeding in this matter

as required to represent the interests of the class. Since the onset of this action, I made it a priority to be actively involved because I wanted to do everything I could to represent the class and assist my attorneys in prosecuting this case. I estimate that I invested approximately 25 hours in this case, including time spent: (1) participating in numerous telephonic meetings with my attorneys and their staff to discuss the case and review documents prepared on my behalf; (2) providing my attorneys with information and documents relevant to the meal and rest period and off-the-clock claims; (3) making myself available by telephone during the mediations; and (4) reviewing and executing the Settlement Agreement.

11. I respectfully request that the Court preliminarily approve an Enhancement Payment in the amount of \$10,000. I believe this amount is fair compensation for my time and effort on this case, for helping to prosecute this case, and the risks with respect to my future employment.

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

Executed on this 10th day of September 2024, at Tremonton Utah.

DocuSigned by:

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 Melissa Hebdon