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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 07/11/2025
By Deputy: Nazarian, Agnes

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MISSION HEALTHCARE SERVICES, LLC; HEALTHY
LIVING AT HOME - MONTEREY, LLC; HEALTHY
LIVING NETWORK RESOURCES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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

**~~[PROPOSED]~~ AMENDED ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 1, 2025

Time: 10:00 a.m.

Dept: 14

Complaint Filed: January 25, 2022

Trial Date: Not Set

Assigned for All Purposes to Hon. Carrie M.
Panetta, Dept. 14

1 Plaintiffs Melissa Hendon and Annette Lewis (“Plaintiffs” or “Class Representatives”) and
2 Defendants Mission Healthcare Services, LLC, Healthy Living Network Resources, LLC and Healthy
3 Living at Home – Monterey, LLC (“Defendants”) have entered into the Joint Stipulation of Class and
4 Representative Action Settlement (“Agreement” or “Settlement Agreement”) to settle the above-
5 captioned class action subject to the Court’s approval (the “Settlement”). This matter is now before the
6 Court on Plaintiffs’ Motion for Final Approval of Class Action Settlement. The Court has read, heard,
7 and considered all the pleadings and documents submitted, and the presentations made in connection
8 with the Motion which came on for hearing on July 1, 2025. Due and adequate notice having been given
9 to the Class, and the Court having reviewed and considered the Settlement, Plaintiffs’ Notice of Motion
10 and Motion for Final Approval of Class Action Settlement, the supporting declarations and exhibits
11 thereto, all papers filed and proceedings had herein, and the absence of any written objections received
12 regarding the proposed Settlement, and having reviewed the record in this action, and good cause
13 appearing therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement Agreement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Settlement
17 Class Members, PAGA Employees, and Defendants.

18 3. The Court finds that the Settlement appears to have been made and entered into in good
19 faith and hereby approves the Settlement.

20 4. “Settlement Class Members” means all persons who were formerly or are currently
21 employed as non-exempt, hourly W-2 employee by Defendants and other Healthy Living at Home
22 Entities in California at any time during the Class Period (June 23, 2021 through the April 15, 2024)
23 who do not opt out of the Settlement. Two Class Members have requested exclusion from the
24 Settlement.

25 5. “PAGA Employees” means all persons who were formerly or are currently employed as
26 non-exempt, hourly W-2 employee by Defendants and other Healthy Living at Home Entities in
27 California at any time during the PAGA Period (September 28, 2020 through April 15, 2024).
28

1 6. The “Released Parties” means Defendants, other Healthy Living at Home Entities in
2 California, and their former and present employees, directors, shareholders, officers, owners, attorneys,
3 agents, insurers, successors, assigns, parents, subsidiaries, affiliates, or legal representatives and any
4 individual or entity which could be jointly liable with Defendants and all persons or entities acting by,
5 through, under, or in concert with any of them.

6 7. Plaintiffs and Settlement Class Members, shall have, by operation of this Final Order and
7 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all
8 Released Class Claims, as defined in the Settlement. 8. Plaintiffs and PAGA Employees, shall have, by
9 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
10 discharged Released Parties from all Released PAGA Claims, as defined in the Settlement.

11 9. The Notice provided to the Class conforms with the requirements of California Rules of
12 Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing
13 individual notice to all Class Members who could be identified through reasonable effort, and by
14 providing due and adequate notice of the proceedings and of the matters set forth therein to the Class
15 Members. The Notice fully satisfies the requirements of due process.

16 10. No Class Members have objected to the terms of the Settlement.

17 11. The Court finds the Gross Settlement Amount and the methodology used to calculate and
18 pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay the
19 Settlement Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

20 12. Defendants shall pay the total Gross Settlement Amount of One Million Two Hundred
21 Twenty-Five Thousand Dollars (\$1,225,000.00) to resolve the Action. Within seventy-five (75) days of
22 the Effective Date, Defendants shall make a one-time deposit of the Gross Settlement Amount into a
23 Qualified Settlement Fund to be established by the Settlement Administrator. Thereafter, compensation
24 to the Settlement Class Members and PAGA Employees shall be disbursed pursuant to the terms of the
25 Settlement (i.e., within ten (10) business days of funding).

26 13. From the Gross Settlement Amount, One Hundred Twelve Thousand Five Hundred
27 Dollars (\$112,500.00) shall be paid to the California Labor and Workforce Development Agency,
28

1 representing 75% of the civil penalties awarded under the terms of the Settlement Agreement pursuant
2 to the Labor Code Private Attorneys General Act of 2004 California Labor Code section 2698, et seq.
3 14. From the Gross Settlement Amount, Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00)
4 shall be distributed to PAGA Employees, representing 25% of the civil penalties awarded under the
5 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of 2004,
6 California Labor Code section 2698, et seq.

7 15. From the Gross Settlement Amount, Plaintiffs shall be paid Ten Thousand Dollars
8 (\$10,000.00) each (*i.e.*, Twenty Thousand Dollars) for their service as a class representative and for their
9 agreement to a general release of claims.

10 16. From the Gross Settlement Amount, Twenty-Four Thousand Dollars (\$24,000.00) shall
11 be paid to the Settlement Administrator, Phoenix Settlement Administrators.

12 17. The Court hereby confirms B. James Fitzpatrick and Laura F. Franklin of Fitzpatrick &
13 Swanson, Larry W. Lee and Kristen M. Agnew of Diversity Law Group, P.C., and Andrew H. Swartz
14 of Swartz & Kennedy, as Class Counsel.

15 18. From the Gross Settlement Amount, Class Counsel is awarded Four Hundred Eight
16 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$408,333.33), for their
17 reasonable attorneys' fees and Forty-Eight Thousand Four Hundred Ten Dollars And Seventy-Nine
18 Cents (\$48,410.79) for their reasonable costs incurred in the Action. The fees and costs shall be
19 distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in
20 light of the benefit provided to the Class.

21 19. Without affecting the finality of this Order in any way, this Court retains continuing
22 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to
23 all Parties to this action, and their counsel of record.

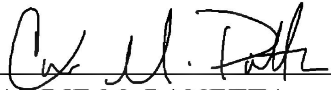
24 20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and
25 the Court directs that judgment shall be entered in accordance with the terms of this Order.

26 21. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
27 provided for in the Settlement and approved by the Court.
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22. A Final Accounting Hearing is set for January 27, 2026 at 10:00 a.m. The Settlement Administrator is to file a declaration no later than 5 days in advance to confirm that the distribution of funds is complete, including any distribution to the cy pres recipients, California State Bar's Justice Gap Fund, per the Settlement Agreement.

IT IS SO ORDERED AND ADJUDGED.

DATED: 7/11/2025


HON. CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA

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