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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

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

Date: October 11, 2024
Time: 8:30 a.m.
Dept.: 14

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 & Swanson, 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 _____ at _____ 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.

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

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

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

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

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

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

IT IS SO ORDERED.

DATED: _____

HONORABLE CARRIE M. PANETTA
SUPERIOR COURT OF CALIFORNIA