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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 ANNETTE LEWIS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

1 I, Annette Lewis, declare as follows:

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

5 2. From approximately May 22, 2018, until on or about July 13, 2021, I was
6 employed by Defendant Healthy Living at Home – Monterey, LLC (the “Company”) as a
7 Licensed Vocational Nurse (LVN). For the duration of my employment with the Company, I
8 was an hourly-paid, non-exempt employee.

9 3. Due to severe understaffing and pressure from the corporate office to maximize
10 client productivity, I was often unable to take timely, off-duty rest breaks during my shifts, and
11 I did not receive premium pay equal to one hour of pay at my regular rate in lieu of such
12 breaks. Even on the rare occasion when I was able to take a meal or rest break, I had to leave
13 my cell phone on and remain available for incoming calls, including calls from management,
14 patients, and doctors.

15 4. Additionally, I was not paid for all hours that I was required to spend training
16 other Registered Nurses. I was frequently required by management to train other RNs in
17 addition to performing my scheduled patient visits; however, I was informed that I could not
18 record on my time sheet or otherwise be compensated for any additional hours I was required
19 to work because of such training. I was also frequently required to work daily and weekly
20 overtime hours. On multiple occasions, I felt compelled to reduce or avoid recording overtime
21 hours I worked, due to pressure from the corporate office to maximize productivity and avoid
22 overtime hours or otherwise be subjected to discipline. During pay periods when I earned
23 overtime pay and non-discretionary incentive pay (including productivity bonus pay), my
24 overtime hours worked were paid in a manner that did not properly factor such incentive pay
25 into the regular rate for overtime calculation purposes.

26 5. Before signing the Joint Stipulation of Class and Representative Action
27 Settlement (“Settlement Agreement” or “Agreement”), I read it and discussed the terms with
28 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.

6. 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.

7. 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.

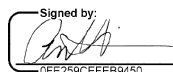
8. As a class representative, I understand that it is my responsibility to act in the class's best interest and not my own. I am not aware of any conflicts that exist between my interest and the interests of the class that would impair or affect my ability to serve as representative for the class.

9. 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.

10. 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. In addition, the settlement requires that I enter into a general release, which I understand is broader than the release that will bind other class members.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and if called as a witness I could and would competently testify to each of the matters stated herein, and I state that these matters are based upon my own personal knowledge acquired through first-hand observation, except where stated otherwise. This declaration was executed by me on September 12, 2024, in Salinas, California.

Signed by:


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 Annette Lewis