

JUL 11 2025

Superior Court of California
County of San Bernardino
247 West Third Street, S-29
San Bernardino, CA 92415-0210

By: Stephanie Reed
Stephanie Reed, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO, SAN BERNARDINO DISTRICT

DAEMIAN MARTIN and ROGER
JOHNSON, as individuals and on behalf of
all others similarly situated, and as private
attorneys general,
Plaintiffs,

vs.

LOMA LINDA UNIVERSITY MEDICAL
CENTER, a California corporation; and
DOES 1 through 50, inclusive,
Defendants

Case No.: CIVDS2017184

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

On July 9, 2025, the Court heard Plaintiffs' motion for an order Granting Preliminary Approval of Class Action Settlement which Plaintiff filed on May 28, 2025.

Relevant Facts

1. On August 17, 2020, Plaintiff Daemian Martin filed the original complaint initiating this class action against Defendant, Loma Linda University Medical Center, on behalf of a putative class of current and former employees of in the State of California. The complaint pursued class action claims for Defendant's alleged underpayments of sick pay wages. On February 5, 2021, Plaintiff Roger Johnson joined Plaintiff Martin in filing a first amended complaint that also pursued Labor Code Private Attorneys General Act of 2004 ("PAGA") claims.
2. On January 5, 2024, the Court granted Plaintiffs' motion for class certification.

ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION

- 1 3. On December 6, 2002, the parties attended mediation but were unable to reach a
2 settlement agreement.
- 3 4. On August 16, 2024, the Parties attended a mediation with David A. Rotman. With the
4 mediator's assistance and based upon a mediator's proposal, the Parties were able to
5 agree to the settlement terms memorialized in the Joint Stipulation of Class Action and
6 PAGA Settlement (the "Agreement").
- 7 5. The Joint Stipulation of Class Action and PAGA Settlement ("Agreement") requires
8 Defendant to pay at least \$4,500,000.00 for the class wide settlement of the claims.
9 Defendant will pay approximately \$618.90 (gross amount), on average, per Class
10 Member. The entire settlement amount is non-reversionary.

13 Findings

- 14 1. Based on the Agreement, the Court amends the definition of the certified class to include:
15 all current and former non-exempt employees of Defendant in the State of California who
16 since April 6, 2016, through, February 22, 2025, were paid under the pay code SCK or
17 PLS in a workweek in which they also earned non-discretionary differentials (the
18 "Class").¹

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23 ¹ Non-discretionary differentials include the following pay codes through approximately January 31, 2023: BN2
24 (Critical Staff Ex Sft Bon Differential), CST (CCST Supplemental Pay), ECD (ECMO/CRRT Supplemental Pay), ECS (Extra
25 Shift Diff Critical Need), ESD (Extra Shift Differential), F01 (FIT Supplemental Pay 1), F02 (FIT Supplemental Pay 2), F03 (FIT
26 Supplemental Pay 3), F04 (FIT Supplemental Pay 4), F05 (FIT Supplemental Pay 5), F06 (FIT Supplemental Pay 6), HOL
27 (Holiday), F06 (FIT Supplemental Pay 6), HOL (Holiday Differential), MCN (MICN Differential), NTD (Night Differential),
28 OCD (On Call Differential), PC1 (Preceptor Level 1 Differential), PC2 (Preceptor Level 2 Differential), SFC (Shift Coordinator
Differential), TSD (Transport Differential), TMS (Trauma Site Differential), TPT (Transport Time), TSD (Transport Differential),
and WEK (Weekend Differential). Non-discretionary differentials include the following pay codes from approximately January
1, 2024, through the end of Class Period: CCST Supplemental Pay, Critical Staff EX Sft Bon, ECMO CRRT Supplemental Pay,
Extra Shift Differential, Holiday Differential, MICN Differential, Night Differential, On Call Differential, Preceptor Level 1
Differential, Preceptor Level 2 Differential, Shift Coordinator Differential, Trauma Site Differential, Weekend Differential,
Transport Differential and Transport Time.

1 2. The Court hereby approves the terms and conditions provided for in the Agreement. The
2 Court finds that on a preliminary basis the Agreement falls within the range of
3 reasonableness of a settlement and appears to be presumptively valid, subject to any
4 objections that may be raised at the final fairness hearing and subject to final approval by
5 the Court. It appears to the Court, on a preliminary basis, that the settlement is fair,
6 adequate, and reasonable as to all potential Class Members when balanced against the
7 uncertain outcome of further litigation relating to liability and damages issues. It also
8 appears that investigation, research, and proceedings have been conducted so that counsel
9 for the Parties are able to reasonably evaluate their respective positions. It appears to the
10 Court that settlement at this time will avoid substantial additional costs by all Parties, as
11 well as avoid the delay and risks that would be presented by the further prosecution of the
12 action. It also appears that settlement has been reached as a result of intensive, serious,
13 and non-collusive arms-length negotiations, namely two intensive mediation sessions
14 conducted early in the litigation and later, after additional discovery efforts by both
15 parties.
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19 ORDERS

20 After considering the papers and evidence, arguments of counsel, and all other matters
21 presented to the Court, and having taken the matter under submission, **IT IS HEREBY**
22 **ORDERED** as follows:
23

- 24 1. The Court grants preliminary approval of the Agreement submitted by the Parties. The
25 Agreement appears to be fair, adequate, and reasonable to the Class.
26
27 2. Consistent with the order granting class certification, the Court appoints and designates:
28 (a) Plaintiffs Daemian Martin and Roger Johnson as Class Representatives and (b) Larry

1 W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of
2 Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on
3 behalf of the Class with respect to all acts or consents required by, or which may be
4 given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the
5 Agreement and its terms.
6

- 7 3. A final fairness hearing on the question of whether the proposed Agreement, the
8 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the
9 payment to the Labor Workforce & Development Agency, the Administration Costs, and
10 the Class Representative Awards should be finally approved as fair, reasonable, and
11 adequate as to the members of the Class is set for **December 2, 2025, at 9:00 am.** in this
12 Court.
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- 14 4. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
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- 16 5. ("Class Notice"), which is attached as Exhibit A to the Agreement. The Court finds that
17 distribution of the Class Notice to Class Members substantially in the manner and form
18 set forth in the Agreement and this Order meets the requirements of due process and shall
19 constitute due and sufficient notice to all parties entitled thereto.
20
- 21 6. The Court appoints and designates CPT Group, Inc. as the Administrator. The Court
22 hereby directs the Administrator to provide the approved Class Notice to Class Members
23 using the procedures set forth in the Agreement.
24
- 25 7. Any Class Member may choose to opt out of and be excluded from the settlement as
26 provided in the Agreement and Class Notice and by following the instructions for
27 requesting exclusion. Any person who timely and properly opts out of the settlement will
28 not be bound by the Agreement or have any right to object, appeal, or comment thereon.

1 Any request for exclusion must be in writing and signed by each such Class Member
2 opting out and must otherwise comply with the requirements delineated in the Class
3 Notice. Class Members who have not requested exclusion by submitting a valid and
4 timely request for exclusion shall be bound by all determinations of the Court, the
5 Agreement, and Judgment.
6

- 7 8. Any Class Member may object to the Agreement or express his or her Views regarding
8 the Agreement. Any Class Member may present evidence and file briefs or other papers
9 relevant to the issues to be heard and determined by the Court as provided in the Class
10 Notice.
11
- 12 9. A Motion for Final Approval shall be filed by the Class Representatives no later than
13 twenty-one (21) court days before the final fairness hearing.
14
- 15 10. The Court reserves the right to adjourn or continue the date of the final fairness hearing
16 and all dates provided for in the Agreement without further notice to the Class. The Court
17 retains jurisdiction to consider all further applications arising out of or connected with the
18 Agreement.
19
- 20 11. Finally, the Court orders the Class Counsel to provide, prior to the final fairness hearing,
21 the following additional information regarding: the actions of the Class Representatives
22 to merit the extremely generous award in relations to the amount that the Class Members
23 may receive; and the qualifications of the Class Administrators and how the amount of
24 payment was reached.
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26 Date: July 11, 2025,

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28 Judge N. Quintana Winter