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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

[Assigned to Hon. Nicole Quintana Winter]

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: December 2, 2025
Time: 9:00 a.m.
Department: S29

Complaint Filed: August 17, 2020
FAC Filed: February 5, 2021

1 On October 29, 2025, Plaintiffs Daemian Martin and Roger Johnson filed a motion for an Order
2 Granting Final Approval of Class Action Settlement, and on December 2, 2025, a hearing was held on
3 this matter.

4 The Court has considered the papers and evidence, including the Joint Stipulation of Class
5 Action and PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters
6 presented to the Court regarding final approval of the settlement, approval of requested allocations from
7 the settlement fund, and entry of final judgment.

8 **I. Recital**

9 On a classwide basis and as proxy for the State of California pursuant to the Labor Code Private
10 Attorneys General Act of 2004 (“PAGA”), Plaintiffs Daemian Martin and Roger Johnson sued
11 Defendant, Loma Linda University Medical Center, for allegedly underpaying sick pay wages.
12 Specifically, Plaintiffs allege that when they and others earned shift differentials in workweeks in which
13 they were paid sick pay wages, Defendant underpaid those sick pay wages.

14 Defendant denies that it violated the law.

15 **A. Class Members**

16 On January 5, 2024, the Court granted Plaintiffs’ motion for class certification. For settlement
17 purposes, the Class is defined to include all current and former non-exempt employees of Defendant in
18 the State of California who since April 6, 2016, through February 22, 2025, were paid under the pay
19 code SCK or PLS in a workweek in which they also earned non-discretionary differentials.¹ The Class

20
21 ¹ Non-discretionary differentials include the following pay codes through approximately January 31,
22 2023: BN2 (Critical Staff Ex Sft Bon Differential), CST (CCST Supplemental Pay), ECD
23 (ECMO/CRRT Supplemental Pay), ECS (Extra Shift Diff Critical Need), ESD (Extra Shift Differential),
24 F01 (FIT Supplemental Pay 1), F02 (FIT Supplemental Pay 2), F03 (FIT Supplemental Pay 3), F04 (FIT
25 Supplemental Pay 4), F05 (FIT Supplemental Pay 5), F06 (FIT Supplemental Pay 6), HOL (Holiday
26 Differential), MCN (MICN Differential), NTD (Night Differential), OCD (On Call Differential), PC1
27 (Preceptor Level 1 Differential), PC2 (Preceptor Level 2 Differential), SFC (Shift Coordinator
28 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 the 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 Period is April 6, 2016, through February 22, 2025. After excluding three individuals who opted out,
2 there are 7,977 individuals that comprise the Settlement Class.²

3 **B. Operation of the Settlement**

4 Pursuant to the Court's July 11, 2025 Preliminary Approval Order, the Court granted preliminary
5 approval of the settlement on behalf of the certified Class. The Preliminary Approval Order also
6 approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
7 Order after review and consideration of all of the pleadings filed. In compliance with the Preliminary
8 Approval Order, the Notice of Class Action Settlement ("Class Notice") was sent to all Class Members
9 via first class mail. The notice process was timely completed.

10 **II. Finding**

11 This Court finds that the Agreement appears to be the product of serious, informed, non-
12 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
13 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
14 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.

15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

- 17 1. For purposes of this Order, and except as modified by this Order, the Court adopts all
18 defined terms as set forth in the Agreement.
- 19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representatives, Settlement Class Members, and Defendant.
- 21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
22 appointed Settlement Administrator, CPT Group, Inc., constituted the best notice practicable under the
23 circumstances to all Class Members, and fully met the requirements of California law and due process
24 under the State and Federal Constitutions.

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28 ² There also are 6,451 PAGA Employees. The PAGA Period is April 6, 2019, through February 22, 2025.

1 4. The Court approves the settlement of the above-captioned action, as set forth in the
2 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. Except as modified by
3 this Order, the Parties are directed to perform in accordance with the terms set forth in the Agreement.

4 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
5 and attorneys' fees.

6 6. Excluding three individuals who opted out, the Court hereby approves the following
7 Settlement Class of all current and former non-exempt employees of Defendant in the State of California
8 who since April 6, 2016, through February 22, 2025, were paid under the pay code SCK or PLS in a
9 workweek in which they also earned non-discretionary differentials.³

10 7. With respect to the Settlement Class, this Court finds and concludes that: (a) the members
11 of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
12 questions of law or fact common to the Class, and there is a well-defined community of interest among
13 members of the Class with respect to the subject matter of the claims in the Action; (c) the claims of the
14 Class Representatives are typical of the claims of the members of the Class; (d) the Class
15 Representatives have fairly and adequately protected the interests of the members of the Class; (e) a
16 class action is superior to other available methods for an efficient adjudication of this controversy; and
17 (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as
18 counsel for Plaintiffs in their individual and representative capacities and for the Class.

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20
21 ³ Non-discretionary differentials include the following pay codes through approximately January 31,
22 2023: BN2 (Critical Staff Ex Sft Bon Differential), CST (CCST Supplemental Pay), ECD
23 (ECMO/CRRT Supplemental Pay), ECS (Extra Shift Diff Critical Need), ESD (Extra Shift Differential),
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28 Differential), TSD (Transport Differential), TMS (Trauma Site Differential), TPT (Transport Time),
TSD (Transport Differential), and WEK (Weekend Differential). Non-discretionary differentials include
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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 8. Within 15 business days of this Order, Defendant shall deposit the Gross Settlement
2 Amount of \$4,500,000.00 with the Administrator (along with an additional payment representing its
3 share of any employer payroll taxes).

4 9. From the Gross Settlement Amount, the Administrator shall pay:

- 5 • to Class Counsel attorneys' fees in the amount of \$1,500,000.00 and reimbursement
6 of costs in the amount of \$26,872.51;
- 7 • to Class Representatives for their service to the Class, and as consideration for their
8 execution of general releases apart from the pending claims, the amount of
9 \$10,000.00 each;
- 10 • to the California Labor and Workforce Development Agency the amount of
11 \$225,000.00 for its 75% share of PAGA Penalties;
- 12 • to PAGA Employees the amount of \$75,000.00 for their 25% share of PAGA
13 Penalties, which shall be distributed by the Administrator based on the formula in the
14 Agreement; and
- 15 • to CPT Group, Inc. the amount of \$45,000.00 for its fees and costs in administering
16 the settlement.

17 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
18 to make such payments in accordance with the terms of the Agreement.

19 11. The Court approves the Individual Settlement Payments, which shall be distributed by the
20 Administrator pursuant to the formula in the Agreement, after allocation of the amounts set forth in
21 Paragraph 9.

22 12. The Court hereby orders the parties to implement the terms of the Agreement, including
23 distributing the funds from any uncashed settlement checks to the State Unclaimed Property Fund in the
24 name of the recipient.

25 13. All Settlement Class Members, the LWDA, and Plaintiffs shall be bound by the
26 applicable releases provided in the Agreement.

1 **IV. Judgment**

2 The Court hereby enters final judgment in this case in accordance with the terms of the
3 Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California
4 Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall
5 retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement
6 Class Members, for purposes of enforcing this Judgment.

7 Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of
8 this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other
9 wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
10 judgment are an admission of any liability or finding of any violation of the Labor Code.

11 **IT IS SO ORDERED AND ADJUDGED.**

12 DATED: December 2, 2025

NQWT

JUDGE OF THE SUPERIOR COURT

JUDGE NICOLE QUINTANA WINTER