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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,

Plaintiff,

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 PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: June 30, 2025
Time: 9:00 a.m.
Department: S29

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

1 Plaintiffs’ motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on May 28, 2025, and a hearing was held before this Court on June 30, 2025.

3 **I. RECITALS**

4 1. On August 17, 2020, Plaintiff Daemian Martin filed the original complaint initiating this
5 class action against Defendant, Loma Linda University Medical Center, on behalf of a putative class of
6 current and former employees of in the State of California. The complaint pursued class action claims
7 for Defendant’s alleged underpayments of sick pay wages. On February 5, 2021, Plaintiff Roger
8 Johnson joined Plaintiff Martin in filing a first amended complaint that also pursued Labor Code Private
9 Attorneys General Act of 2004 (“PAGA”) claims.

10 2. On January 5, 2024, the Court granted Plaintiffs’ motion for class certification. On
11 August 16, 2024, the Parties attended a mediation with David A. Rotman. With the mediator’s
12 assistance and based upon a mediator’s proposal, the Parties were able to agree to the settlement terms
13 memorialized in the Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”).

14 **II. FINDINGS**

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

19
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 4. 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 reasonableness of a
3 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
4 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
5 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
6 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It
7 also appears that investigation, research, and proceedings have been conducted so that counsel for the
8 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
9 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
10 would be presented by the further prosecution of the action. It also appears that settlement has been
11 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

12 **III. ORDERS**

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

15 5. The Court grants preliminary approval of the Agreement submitted by the Parties. The
16 Agreement appears to be fair, adequate, and reasonable to the Class.

17 6. Consistent with the order granting class certification, the Court appoints and designates:
18 (a) Plaintiffs Daemian Martin and Roger Johnson as Class Representatives and (b) Larry W. Lee and
19 Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class
20 Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
21 consents required by, or which may be given, pursuant to the Agreement, and such other acts reasonably
22 necessary to finalize the Agreement and its terms.

23 7. A final fairness hearing on the question of whether the proposed Agreement, the
24 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
25 Labor Workforce & Development Agency, the Administration Costs, and the Class Representative
26 Awards should be finally approved as fair, reasonable, and adequate as to the members of the Class is
27 set for _____, 2025, at 9:00 a.m. in this Court.

1 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
2 (“Class Notice”), which is attached as Exhibit A to the Agreement. The Court finds that distribution of
3 the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and
4 this Order meets the requirements of due process and shall constitute due and sufficient notice to all
5 parties entitled thereto.

6 9. The Court appoints and designates CPT Group, Inc. as the Administrator. The Court
7 hereby directs the Administrator to provide the approved Class Notice to Class Members using the
8 procedures set forth in the Agreement.

9 10. Any Class Member may choose to opt out of and be excluded from the settlement as
10 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
11 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
12 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
13 signed by each such Class Member opting out and must otherwise comply with the requirements
14 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
15 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
16 Judgment.

17 11. Any Class Member may object to the Agreement or express his or her views regarding
18 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
19 issues to be heard and determined by the Court as provided in the Class Notice.

20 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
21 sixteen (16) court days before the final fairness hearing.

22 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
23 and all dates provided for in the Agreement without further notice to the Class. The Court retains
24 jurisdiction to consider all further applications arising out of or connected with the Agreement.

25 **IT IS SO ORDERED.**

26 DATED: _____, 2025

THE HONORABLE NICOLE QUINTANA WINTER