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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

CHRISTIE MINES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTHERN MONTEREY COUNTY
MEMORIAL HOSPITAL, a California
nonprofit corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24CV005289

Assigned to the Honorable Thoman W. Wills, Dept.
15)

**DECLARATION OF CHRISTIE MINES IN
SUPPORT OF PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 10, 2026

Time: 8:30 A.M.

Dept.: 15

Action Filed: December 12, 2024

Trial Date: Not Set

DECLARATION OF CHRISTIE MINES

I, Christie Mines, declare as follows:

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

2. I was employed by Defendant Southern Monterey County Memorial Hospital ("Defendant") as a Clinical Laboratory Scientist from about February 20, 2024, until about November 19, 2024. During my employment, I worked as a non-exempt, hourly employee.

3. Throughout my employment, I regularly earned non-discretionary remuneration, including shift differential pay. During pay periods when I was paid non-discretionary remuneration and earned overtime and/or double time wages, the overtime wages were not paid at the correct rate of pay. Instead of paying 1.5 times the regular rate of pay, Defendant paid overtime at 1.5 times the base rate of pay. As such, I did not receive all wages owed to me.

4. I have yet to receive the underpaid overtime wages. As such, I believe I am owed waiting time penalties.

5. Also, given the underpayment of wages, I believe that Defendant did not provide me with accurate wage statements because the wage statements did not provide all of the information regarding the underpayments.

6. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including discussing the case with them on numerous occasions and providing them with documents and information. I have spent a significant amount of time in connection with the assistance/prosecution of the claims in this lawsuit. I estimate that I spent approximately 25-30 hours in connection with the assistance/prosecution of the claims in this lawsuit. This includes the following:

- a. Meeting with my attorneys to discuss this case and the facts involved on numerous occasions, including numerous telephonic meetings at various stages of the lawsuit;
- b. Gathering documents related to this case;

- c. Reviewing the complaints and other documents, including my declarations and the settlement agreement;
- d. Regularly providing information to my attorneys and responding to any questions; and
- e. Reviewing and signing the settlement agreement and other case-related documents.

7. I understand that this action was brought on behalf of all other non-exempt employees who suffered similar alleged harms in the State of California, and I am acting as a representative for the Settlement Class. As Class Representative, I understand that it is my responsibility to act in the best interest of the Settlement Class and not my own. I agree that I will not put my own interests ahead of that of the Settlement Class, and that I will not settle my claims separately or independently from the Settlement Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Settlement Class that would impair or affect my ability to serve as representative for the Settlement Class.

8. I have and continue to be willing to assist in the investigation of this matter, including providing any necessary information and documents, as well as make myself available for trial or any further proceedings in this matter as required to represent the interests of the Settlement Class. I also understand my duties and responsibilities to the proposed class and will carry out those duties as necessary.

9. I have discussed the terms of the settlement agreement with my attorneys, and based on the information provided, I believe the settlement to be fair, adequate, and reasonable for myself and for the entire Settlement Class.

10. I understand that I could have been liable for Defendant's legal costs had Defendant prevailed. I also understand that this lawsuit was filed in the public court records, which may affect my ability to obtain future employment.

11. In connection with the settlement, I have also agreed to provide a general release of claims in conjunction with this settlement. I understand this is a more comprehensive release than provided by the Class Members themselves.

12. I do not have any relationship of any kind with Legal Aid at Work.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ^{CM} day of March 2026, at Berkeley, California.

DocuSigned by:
Christie Mines
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Christie Mines