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**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)

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: April 10, 2026

Time: 8:30 A.M.

Dept.: 15

Action Filed: December 12, 2024

Trial Date: Not Set

1 Plaintiff Christie Mines (“Plaintiff”) and Defendant Southern Monterey County
2 Memorial Hospital (“Defendant”) (together with Plaintiff, the “Parties”) have entered into the
3 Joint Stipulation of Class and PAGA Settlement (“Stipulation” or “Agreement”) to settle the
4 above-captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing
8 on April 10, 2026.

9 **I. BACKGROUND**

10 On December 12, 2024, Plaintiff filed a class action complaint in the Superior Court of
11 California, County of Monterey. The initial complaint asserts claims for: (1) violation of Labor
12 Code §§ 510, 1194, 1197, and 1197.1 for failure to pay overtime wages; (2) violation of Labor
13 Code § 226 for failure to comply with itemized employee wage statement requirements; and (3)
14 violation of Business & Professions Code § 17200, *et seq.* (“UCL”). On February 5, 2025,
15 Plaintiff filed a first amended complaint, adding a cause of action for violation of Labor Code §
16 2698, *et seq.*, the Private Attorneys General Act (“PAGA”).

17 **A. Class Members**

18 The “Settlement Class” is defined as “all current and former non-exempt employees of
19 Defendant who received during the Class Period both non-discretionary remuneration (including
20 shift differential pay) and overtime/double time during the same pay period.” The Class Period is
21 March 8, 2023, through August 31, 2025.

22 **B. Operation of the Settlement**

23 Pursuant to the Preliminary Approval Order, this Court conditionally certified the
24 Settlement Class and granted preliminary approval of the Settlement. The Preliminary Approval
25 Order also approved of the proposed form of class notice and notice plan. The Court entered the
26 Preliminary Approval Order after review and consideration of the pleadings filed in connection
27 herewith, and the oral presentations made by counsel at the hearing.

28 In compliance with the Preliminary Approval Order, the Notice of Class Action

1 Settlement (“Class Notice”) was sent to all Class Members via first class mail. The notice
2 dissemination process was timely completed.

3 This Court finds that the Settlement appears to be the product of serious, informed, non-
4 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
5 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
6 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
7 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
8 approval of a class action settlement under California law. Under the provisions of California
9 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
10 the California state court in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971), the trial court
11 has discretion to certify a class where:

12 [Q]uestions of law or fact common to the members of the class
13 predominate over any questions affecting only individual members,
14 and that a class action is superior to the available methods for the
15 fair and efficient adjudication of the controversy...Fed. R. Civ.
Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these
17 circumstances.

18 Based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
19 **AS FOLLOWS:**

20 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
21 Stipulation filed in this case.

22 2. The Court has jurisdiction over the subject matter of the litigation, the Class
23 Representative, the Participating Class Members, and Defendant.

24 3. The Court finds that the dissemination of the Class Notice disseminated to the
25 Class Members, constituted the best notice practicable under the circumstances to all Persons
26 within the definition of the Settlement Class, and fully met the requirements of California law
27 and due process under the United States Constitution. No Requests for Exclusion, Objections, or
28 disputes were received by the Parties or the Court through the date of this Order.

1 4. The Court approves the settlement of the above-captioned action, as set forth in
2 the Stipulation, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling
3 Parties are directed to perform in accordance with the terms set forth in the Stipulation.

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

6 6. The Court hereby certifies the following Settlement Class for settlement purposes
7 only: all current and former non-exempt employees of Defendant who received during the Class
8 Period both non-discretionary remuneration (including shift differential pay) and
9 overtime/double time during the same pay period.

10 7. With respect to the Settlement Class and for purposes of approving the Settlement
11 only and for no other purpose, this Court finds and concludes that: (a) the members of the
12 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
13 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
14 community of interest among members of the Settlement Class with respect to the subject matter
15 of the claims in the Litigation; (c) the claims of the Class Representative are typical of the claims
16 of the members of the Settlement Class; (d) the Class Representative has fairly and adequately
17 protected the interests of the members of the Settlement Class; (e) a class action is superior to
18 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
19 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
20 Plaintiff in her individual and representative capacity and for the Settlement Class.

21 8. Defendant shall fund \$167,000.00 of the total Gross Settlement Amount pursuant
22 to the terms of the Stipulation.

23 9. The Court approves the Individual Settlement Payment and Individual PAGA
24 Payment amounts, which shall be distributed pursuant to the terms of the Stipulation.

25 10. The \$167,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
26 attorneys' fees in the amount of \$56,666.66 and reimbursement of costs in the amount of
27 \$2,101.20; (b) an enhancement award to Class Representative Christie Mines for prosecuting this
28 action on behalf of the Settlement Class in the amount of \$5,000.00; (c) PAGA penalties in the

1 amount of \$20,000.00, to be distributed to the California Labor and Workforce Development
2 Agency and PAGA Settlement Members pursuant to the Settlement Agreement; and (d)
3 \$6,750.00 to the settlement administrator Phoenix Settlement Administrators (the “Settlement
4 Administrator”) for its fees and costs relating to the settlement administration process. The Court
5 finds that these amounts are fair and reasonable. The allocation and distribution of these amounts
6 from the Gross Settlement Amount shall be performed by the Settlement Administrator pursuant
7 to the terms of the Stipulation.

8 11. Upon the Effective Date and funding of the Gross Settlement Amount, all Class
9 Members are hereby deemed to have waived and released all Class Released Claims against the
10 Released Parties as fully set forth in the Stipulation. Further, all PAGA Settlement Members are
11 hereby deemed to have waived and released all PAGA Released Claims against the Released
12 Parties as fully set forth in the Stipulation. The Class Representative shall be bound by the
13 additional general release provided in the Stipulation. The Settlement is not an admission of
14 liability or wrongdoing by Defendant, nor is this Order a finding of the validity of any claims in
15 the action or of any fault, omission, or wrongdoing by Defendant.

16 12. The Court hereby enters final judgment in this case in accordance with the terms
17 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
18 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
19 over the action and the Parties, including all Participating Class Members, for purposes of
20 enforcing and interpreting this Order and the Settlement.

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1 13. The Court sets a hearing to confirm the distribution of the Settlement as set forth
2 herein for _____, 2026, at 8:30 a.m. The Parties shall submit a declaration from the
3 Administrator regarding the distribution of the Settlement no later than 15 days before the
4 Settlement hearing, and shall include a statement that any unclaimed funds have been distributed
5 to the *cy pres* recipient, as provided by the Settlement.

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

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8 DATED: _____

9 HON. THOMAS W. WILLS
10 SUPERIOR COURT OF CALIFORNIA
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