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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
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

Date: November 21, 2025

Time: 8:30 A.M.

Dept.: 15

Action Filed: December 12, 2024

Trial Date: Not Set

1 Plaintiff Christie Mines’s (“Plaintiff”) application for an Order Granting Preliminary
2 Approval of Class Action Settlement was filed with the Court on October 29, 2025, and a
3 hearing was held before this Court on November 21, 2025. Appearances for Plaintiff and
4 Defendant Southern Monterey County Memorial Hospital (“Defendant”) were noted on the
5 record.

6 The Court has considered the Joint Stipulation of Class and PAGA Settlement
7 (“Stipulation” or “Agreement”) and all other papers filed in this action. The terms used herein
8 utilize the same definitions as set forth in the Agreement.

9 **NOW THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Court grants preliminary approval of the Agreement between Plaintiff and
11 Defendant filed herewith. The Agreement appears to be fair, adequate, and reasonable to the
12 Class.

13 2. The Class Representative and Defendant (hereafter, “Settling Parties”), through
14 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
15 Litigation on behalf of the Settlement Class (as defined below and in the Agreement) as a whole.

16 3. The Court hereby approves the following class for settlement purposes:

17 all current and former non-exempt employees of Defendant who
18 received during the Class Period both non-discretionary
19 remuneration (including shift differential pay) and overtime/double
20 time during the same pay period (“Settlement Class” or “Class
Members”).

21 Should for whatever reason the Agreement not become Final, the fact that the Parties
22 were willing to stipulate to certification of a class as part of the Agreement shall have no bearing
23 on, or be admissible in connection with, the Litigation. The Class Period is the period from
24 March 8, 2023, through August 31, 2025.

25 4. The Court appoints and designates: (a) Plaintiff Christie Mines as the Class
26 Representative and (b) Larry W. Lee, Max W. Gavron, and Kwanporn “Mai” Tulyathan of
27 Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for
28 the Settlement Class. Class Counsel is authorized to act on behalf of the Settlement Class with

1 respect to all acts or consents required by, or which may be given, pursuant to the Agreement,
2 and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class
3 Member may enter an appearance through his or her own counsel at such Class Member's own
4 expense. Any Class Member who does not enter an appearance or appear on his or her own
5 behalf will be represented by Class Counsel.

6 5. The Court hereby approves the terms and conditions provided for in the
7 Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of
8 reasonableness of a settlement, and appears to be presumptively valid, subject only to any
9 objections that may be raised at the final fairness hearing and final approval by the Court. It
10 appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as
11 to all potential Class Members when balanced against the probable outcome of further litigation
12 relating to liability and damages issues. It also appears that investigation, research, and court
13 proceedings have been conducted so that counsel for the Settling Parties are able to reasonably
14 evaluate their respective positions. It appears to the Court that settlement at this time will avoid
15 substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would
16 be presented by the further prosecution of the Litigation. It also appears that settlement has been
17 reached as a result of intensive, serious, and non-collusive arm's-length negotiations.

18 6. A final fairness hearing on the question of whether the proposed Agreement, the
19 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the
20 payment to the Settlement Administrator, and the Class Representative Enhancement Award
21 should be finally approved as fair, reasonable, and adequate as to the members of the Settlement
22 Class is hereby set for _____, at _____ a.m. in this Court.

23 7. The Court hereby approves, as to form and content, the Notice of Class Action
24 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the
25 Agreement. The Court finds that distribution of the Class Notice to Class Members substantially
26 in the manner and form set forth in the Agreement and this Order meets the requirements of due
27 process and shall constitute due and sufficient notice to all parties entitled thereto.

28 8. The Court appoints and designates Phoenix Settlement Administrators as the

1 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the
2 approved Class Notice to Class Members using the procedures set forth in the Agreement.

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

11 10. Any Class Member may object to the Agreement or express his or her views
12 regarding the Agreement and may present evidence and file briefs or other papers that may be
13 proper and relevant to the issues to be heard and determined by the Court as provided in the
14 Class Notice.

15 11. Any portion of the Individual Settlement Payment not cashed within one hundred
16 eighty (180) days from the date of issuance of the check shall be entirely paid to Legal Aid at
17 Work, after all payments for the Settlement Administration Costs, Plaintiff's Enhancement
18 Award, Attorneys' Fees, and Attorneys' Costs have been fully paid.

19 12. The Motion for Final Approval shall be filed by the Class Representative no later
20 than sixteen (16) court days before the Settlement Fairness Hearing.

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

25 **IT IS SO ORDERED.**

26
27 DATED: _____

28 _____
HON. THOMAS W. WILLS
SUPERIOR COURT OF CALIFORNIA