

STATE OF NEW MEXICO
THIRD JUDICIAL DISTRICT COURT
COUNTY OF DONA ANA

LAS CRUCES MEDICAL CENTER, LLC, dba
MOUNTAIN VIEW REGIONAL MEDICAL CENTER,
Plaintiff,

vs.

Case No. D-307-CV-2022-01051
Judge: CASEY B. FITCH

RUBY RAMIREZ,
Defendant.

RUBY RAMIREZ,
on behalf of herself and other
individuals similarly situated,
Counterclaim Plaintiff,

vs.

LAS CRUCES MEDICAL CENTER, LLC, dba
MOUNTAIN VIEW REGIONAL MEDICAL CENTER;
and FABER & BRAND, LLC,
Counterclaim Defendants.

**ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND NOTICE OF
SETTLEMENT HEARING**

Plaintiff Ruby Ramirez and Las Cruces Medical Center, LLC and Faber & Brand, LLC,
have reached a class action settlement, subject to the approval of this Court, and filed a Joint
Motion for Preliminary Approval of Class Action Settlement.

THE COURT FINDS:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of the litigation and over all parties to this litigation, including all members of the Settlement Class, as defined below.

2. As used herein, Defendants means Las Cruces Medical Center, LLC and Faber & Brand, LLC.

II. CERTIFICATION OF SETTLEMENT CLASS

1. This lawsuit concerns Plaintiff's claim that Las Cruces Medical Center, LLC and Faber & Brand filed collections actions against class members without first attempting to determine whether class members were indigent violates the Patients Debt Collection Protection Act, NMSA §§ 27-32-1 *et seq.* ("PDCPA"); the Fair Debt Collection Practices Act 15 U.S.C. §§ 1692 *et seq.* ("FDCPA") and the Unfair Practices Act, NMSA §§ 57-12-1 *et seq.* ("UPA").
2. The parties conducted settlement negotiations at arms' length for over a year, from May of 2023 to July of 2024. On January 22, 2025, the parties executed the Settlement Agreement attached as Exhibit 1 to the Motion for Preliminary Approval ("Settlement").
14. For settlement purposes only, the parties have proposed certification of a Rule 1-023(B)(3), Settlement Class of

All persons against whom Las Cruces Medical Center LLC filed a collections action for allegedly unpaid medical debt after December 28, 2021, without attempting to determine whether the individual was indigent. Agreement, ¶ 19

3. The Class as defined below appears to satisfy NMRA 1-023(A)(1) because the Class appears to be so numerous that joinder of all members is impracticable given that the Class numbers approximately 271 persons per Defendants' records.
4. The Class as defined above appears to satisfy NMRA 1-023(A)(2) because there appears to be questions of law or fact common to the Class, with one example being whether the loans at issue violate the PDCPA, FDCPA and UPA.

5. The Class as defined above appears to satisfy NMRA 1-023(A)(3) because the claims of Ruby Ramirez appear to be typical of the claims of the class members.
6. The Class as defined above appears to satisfy NMRA 1-023(A)(4) because Ms. Ramirez appears to be capable of fairly representing the interests of the class members in connection with the proposed settlement and because Class Counsel are qualified, competent, and capable of prosecuting this lawsuit on behalf of the class members.
7. The Class as defined above appears to satisfy NMRA 1-023(A)(4) because common questions of law and fact appear to predominate over questions affecting only individual class members – for example, whether the collections actions at issue violate the PDCPA and UPA – and because the proposed class settlement appears to be superior to other available methods for the fair and efficient resolution of the claims brought.
8. The protocol for providing mailed notice to the class members as set forth in the Settlement Agreement, and the proposed form of the Class Notice, appears to be the best notice practicable under the circumstances and thus appears to satisfy NMRA 1-023(C)(2).

II. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

9. The Parties have agreed, subject to the final approval of the Court, and following notice to the class members and a Settlement Hearing, to settle this lawsuit on a class basis per the Settlement Agreement that the Parties attached to their Joint Motion for Preliminary Approval of Class Action Settlement.
10. The court has reviewed the proposed Agreement, which contains provisions for (1) reversal of collections actions, and payment of actual damages up to \$200,000 for class members; (2) \$625 in statutory damages for individual class members, and (3) injunctive

relief to bring Defendants' collections processes and communication with patients into compliance with the PDCPA.

11. Based on the Court's preliminary review of the Settlement Agreement and the Joint Motion for Preliminary Approval of Class Action Settlement, it appears to the Court that the proposed settlement is fair, adequate, and in the best interests of the proposed Class, such that notice to the proposed Class should be provided as directed per this Order, and the Class, as defined in the Settlement Agreement, be certified for settlement purposes.

12. The Settlement Agreement resulted from non-collusive negotiations between the Parties.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

13. Pursuant to NMRA 1-023(B)(3), the Court, for settlement purposes only, preliminarily certifies the Class defined as:

All persons against whom Las Cruces Medical Center LLC filed a collections action for allegedly unpaid medical debt after December 28, 2021, without attempting to determine whether the individual was indigent.

14. Ms. Ramirez is designated as Class Representative.

15. The Court appoints Treinen Law Office PC, and NM Center on Law and Poverty as Class Counsel.

16. The Settlement agreement is preliminarily approved. Pursuant to Rule 1-023(E), final approval and entry of the Settlement Agreement is subject to a final hearing of any objections of members of the class to the proposed Settlement Agreement.

17. The Court appoints American Legal Claim Services LLC ("ALCS") as Settlement Administrator to carry out the tasks set forth as the tasks of the Settlement Administrator in the Settlement Agreement.

18. Strong Families New Mexico will be the Cy Pres recipient.

19. Las Cruces Medical Center and Faber & Brand shall pay to the Settlement Fund no less than \$399,375 by May 26, 2025. This payment shall be split 50/50 between Las Cruces Medical Center and Faber & Brand, with each Defendant to pay \$199,687.50 to the Settlement Administrator. These sums and their payment shall be Las Cruces Medical Center and Faber & Brand's total financial obligation under this Agreement, except for an award of attorneys' fees.
20. Within 21 days of entry of this Order, notice of this proposed class action settlement in substantially the same form as set forth in the Settlement Agreement shall be mailed per the protocol set forth in the Settlement Agreement.
21. Within 14 days of entry of this Order, Class Counsel shall file a Motion with the Court for an award of attorney fees and costs, and for Representative Plaintiff Service Award.
22. The deadline for exclusion from the class and for objections to the proposed class action settlement shall be set 60 days from the date of mailing of the Class Notice. If the deadline as determined would fall on a weekend day or Holiday that is recognized by this Court, the deadline shall be the following Monday or the following non-Holiday date.
23. If a class member wants to exclude himself or herself from the proposed class action settlement, that class member must send a written request to the Settlement Administrator specifically stating that he or she requests exclusion. The written request shall be delivered to the Settlement Administrator at the address that is set forth in the Class Notice, by the deadline that is defined above.
24. If a class member or other person wants to object to the proposed class action settlement, he or she may do so by stating the objection in writing and filing it with the Court no later

than the deadline that is defined above. Service of the objection should also be made to counsel for the Parties.

25. A Settlement Hearing shall be held before this Court on Thursday, July 17, 2025, at 8:30 a.m., for 1 hour, to determine whether the settlement as defined by Settlement Agreement, or as modified, is fair, reasonable and adequate and should be given final approval.
26. Provided the objection is stated in writing per the protocol set forth above, any class member or other person objecting to the proposed class action settlement may be heard at the Settlement Hearing. If the above protocol for objecting has not been followed, the Court, for good cause shown, may nevertheless hear the objection.
27. At the Settlement Hearing, the Parties shall report to the Court (1) the number of persons who did not receive the mailed Class Notice; (2) the efforts taken to provide these persons with the Class Notice; (3) the number and identities of the persons who excluded themselves from the class; (4) the number and identities of the persons who made written objections that were received by counsel and the nature of these objections; and (5) any other matters as directed by the Court.
28. Class Counsel and Defendants' Counsel are authorized to take all reasonable steps to obtain approval and provide for administration of the Settlement Agreement not materially inconsistent with this Order and the Settlement Agreement, including, without further approval of the Court, making minor changes to the Class Notice that they jointly deem reasonable and necessary.
29. Subject to final approval, Ms. Ramirez, class members and persons allegedly acting on behalf of class members, are preliminarily enjoined from commencing or prosecuting

against Defendants any action or proceeding in any court or tribunal asserting the claims that have been asserted in this lawsuit, provided, however, that this injunction shall not apply to claims of any class members who exclude themselves in a manner that complies with this Order.

30. All proceedings before this Court are stayed pending final approval of the settlement as defined by the Settlement Agreement, or otherwise approved, except as may be necessary to implement the settlement or comply with the terms of the Settlement Agreement.

31. The Court reserves the right to adjourn or continue the date of the Settlement Hearing without further notice to class members and retains jurisdiction to consider all further motions arising out of or connected with the proposed settlement. The Court may approve or modify the proposed settlement without further notice to the class members.



HONORABLE CASEY FITCH
District Court Judge

Respectfully submitted:

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Approved as to form:

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Approved via email on October 22, 2024

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