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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MARIA JAIMES and VIRGINIA ORDAZ,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons; and SADIE
DIAZBARRIGA, individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

INFINITI HEALTH LLC, a California Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22STCV07261

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. David S.
Cunningham III, Dept. 11]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin
F. Marquez in Support of Plaintiffs' Motion
for Preliminary Approval of Class Action
Settlement; Declaration of Maria Jaimes;
Declaration of Virginia Ordaz; Declaration of
Sadie Diazbarriga; Declaration of Alecia
Winfield; Declaration of Steven Donnell]*

PRELIMINARY APPROVAL HEARING

Date: January 18, 2023
Time: 10:00 a.m.
Dept: 11

1 The Court has before it Plaintiffs Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga’s
2 (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement. Having reviewed
3 the Motion for Preliminary Approval of Class Action Settlement, the Declarations of Justin F.
4 Marquez, Maria Jaimes, Virginia Ordaz, Sadie Diazbarriga, Alecia Winfield, and Steve Donell,
5 the Class Action and PAGA Settlement Agreement and Class Notice (which is referred to here
6 as the “Settlement” or “Settlement Agreement”), and good cause appearing, the Court hereby
7 finds and orders as follows:

8 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
9 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
10 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
11 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Infiniti Health
12 LLC (“Defendant”), attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’
13 Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,100,000 to cover (a) settlement payments to class members who do not validly opt out; (b) a
19 \$50,000.00 allocation to Plaintiffs’ claims under the Private Attorneys General Act (“PAGA”),
20 75% of which (\$37,500.00) being paid to the California Labor & Workforce Development
21 Agency (“LWDA”) and 25% (\$12,500.00) being paid to the Aggrieved Employees; (c) Class
22 Representatives’ Service Awards of not more than \$10,000.00 each to Plaintiffs Jaimes and
23 Ordaz and \$7,500.00 to Plaintiff Diazbarriga; (d) Class Counsel’s attorneys’ fees, not to exceed
24 33.33% of the Gross Settlement Amount (\$366,630.00), and up to \$25,000.00 in costs for actual
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$20,000.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
13 Workforce Development Agency for its share of the settlement of claims for penalties under the
14 PAGA, and the class representatives' enhancement awards should be finally approved as fair,
15 reasonable and adequate as to the members of the class is hereby set in accordance with the
16 Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Settlement Class"): all individuals employed by Infiniti Health in California and classified
19 as an hourly-paid or non-exempt employee during the Class Period.

20 6. "Class Period" means the period from September 3, 2017, to the date of
21 preliminary approval of the settlement.

22 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which
26 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
27 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Maria Jaimes, Virginia Ordaz, Sadie Diazbarriga. The Court further preliminarily approves Plaintiffs' ability to request incentive awards of not more than \$10,000.00 each to Plaintiffs Jaimes and Ordaz and \$7,500.00 to Plaintiff Diazbarriga.

9. The Court appoints, for settlement purposes only, Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to of up to 33.33% the Total Settlement Amount (\$366,630.00), and costs not to exceed \$25,000.00.

10. The Court appoints CPT Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$20,000.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	February 13, 2023
Settlement Administrator to mail the Notice Packets	February 16, 2023
Response Deadline	April 17, 2023

1 2 3 4 Deadline for Administrator to Submit Report	14 days before Plaintiffs' Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiffs
5 6 7 Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Awards to Plaintiffs
8 9 Final Approval Hearing	May __, 2023 at ____ a.m./p.m., or first available date thereafter, in Department 11

10 15. The Court further ORDERS that, pending further order of this Court, all proceedings
11 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

12 **IT IS SO ORDERED.**

13
14
15 DATE:

Hon. David S. Cunningham III
Los Angeles County Superior Court

Jaimes, et al. v. Infiniti Health LLC, et al.
21STCV07261

1 PROOF OF SERVICE