

FILED
Superior Court of California
County of Los Angeles

10/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 MARIA JAIMES and VIRGINIA ORDAZ,
16 individually, and on behalf of all others similarly
17 situated, and on behalf of the State of California
18 and other aggrieved persons; and SADIE
19 DIAZBARRIGA, individually, and on behalf of
20 all others similarly situated,

21 *Plaintiffs,*

22 v.

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

26 *Defendants.*

Case No. 22STCV07261

CLASS ACTION

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

**[PROPOSED] AMENDED JUDGMENT
AND ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: August 25, 2023

Time: 9:30 a.m.

Dept: 11

1 On March 21, 2023, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiffs Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (collectively
3 “Plaintiffs”) now seek an order granting final approval of the Class Action and PAGA
4 Settlement Agreement and Class Notice (“Settlement”), attached to the Declaration of Justin F.
5 Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as
6 **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed
8 and considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of
9 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
10 proceedings had herein, and the absence of any written objections received regarding the
11 proposed settlement, and having reviewed the record in this action, and good cause appearing
12 therefor,

13 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
17 Settlement Class Members, and Defendant Infiniti Health LLC (“Defendant”).

18 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
19 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
20 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
21 forth in the Settlement Agreement between Plaintiffs and Defendants, attached to the
22 Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class
23 Action Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the settlement subject to the limitations on the requested fees and
26 enhancements as set forth below.

27 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
28 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants

1 from all Released Claims as defined in the Settlement.

2 6. The Released Claims mean any and all claims, known or unknown that: were
3 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the
4 LWDA (including any subsequently amended complaints or letters); and/or any and all claims,
5 known or unknown, that were asserted based on any or all the factual allegations in all of the
6 complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently
7 amended complaints or letters). This includes but is not limited to claims for or related to: pay for
8 all hours worked/compensation due for services; failure to pay minimum wages; failure to pay
9 overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period
10 premium payments, meal periods; rest periods; wage statements; payment of wages at termination;
11 maintain and provide accurate and complete records; failure to reimburse for necessary business
12 expenses; sick pay; COVID-19 paid sick; California paid sick; training pay; bonus pay, unfair
13 competition related to any or all of the foregoing; any unpaid wages or compensation related to
14 any or all of the foregoing, which are based on the facts alleged in the Action; restitution related
15 to any or all of the foregoing which are based on the facts alleged in the Action; and any penalties,
16 including statutory or civil penalties, related to any or all of the foregoing. This release includes
17 any and all claims pursuant to: California Labor Code sections §§ 200, et seq., 201, 202, 203, 204,
18 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2, 1197, 1198, 1198.5 and 2802; the Fair Labor
19 Standards Act; the California Business & Professions Code § 17200; and the California Industrial
20 Welfare Commission Wage Orders 7-01. The release shall run through the date the court grants
21 preliminary approval of the settlement.

22 7. Each PAGA Representative Action Member, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, irrespective of whether he or she opts out of the Settlement, shall be deemed to release the
25 Released Parties from all any and all claims, known or unknown, for civil penalties under California
26 Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the
27 Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints
28 or letters); and/or any and all claims, known or unknown, that were asserted based on any or all the

1 factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to
2 the LWDA (including any subsequently amended complaints or letters). This release includes, but is
3 not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202,
4 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2, 1197, 1198, 1198.5 and 2802; pay for all
5 hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime
6 wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium
7 payments, meal periods; rest periods; wage statements; payment of wages at termination; maintain and
8 provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay;
9 COVID-19 paid sick; California paid sick; training pay; bonus pay; any unpaid wages or compensation
10 related to any or all of the foregoing, which are based on the facts alleged in the Action. The release
11 shall run through the date the court grants preliminary approval of the settlement.

12 8. The Released Parties mean Defendant and any of their present, former, and future
13 direct or indirect parent companies, present owners, former owners, future owners, subsidiaries,
14 predecessors, successors and affiliates, as well as each of its past, present and future shareholders,
15 officers, directors, members, employees, partners, members, shareholders and agents, attorneys,
16 insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant or
17 any of them.

18 9. As of the Effective Date, all members of the Settlement Class, except those that
19 made a valid and timely request to be excluded from the Settlement Class and Settlement, waive,
20 release, discharge, and promise never to assert in any forum or otherwise make a claim against any
21 of the Released Parties for any of the Released Claims arising during the Settlement Period.

22 10. The Parties shall bear their own respective attorneys' fees and costs, except as
23 otherwise provided for in the Settlement and approved by the Court.

24 11. Solely for purposes of effectuating the settlement, the Court finally certified the
25 following Class: "individuals who were employed by Defendant on an hourly nonexempt basis
26 from September 3, 2017 to March 21, 2023."

27 12. The Class Period means the period from September 3, 2017 to March 21, 2023.

28 13. No Class Members have objected to the terms of the Settlement.

1 14. The Notice provided to the Class conforms with the requirements of California
2 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
3 by providing individual notice to all Class Members who could be identified through reasonable
4 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
5 therein to the Class Members. The Notice fully satisfies the requirements of due process.

6 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
7 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
8 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
9 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

10 16. Defendant shall pay a total of \$1,100,000.00 to resolve this litigation and to
11 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class
12 payments.

13 17. From the Gross Settlement Amount, \$37,500.00 shall be paid to the California
14 Labor and Workforce Development Agency, representing 75% of the penalties awarded under the
15 terms of the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys
16 General Act of 2004, California Labor Code section 2698, *et seq.*

17 18. From the Gross Settlement Amount, \$5,000.00 shall be paid to each named Plaintiff
18 for their service as class representatives and for their agreement to release claims.

19 19. From the Gross Settlement Amount, \$20,000.00 shall be paid to the Settlement
20 Administrator, CPT Group, Inc.

21 20. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
22 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

23 21. From the Gross Settlement Amount, Class Counsel is awarded \$366,630.00 for their
24 reasonable attorneys' fees and \$19,666.14 for their reasonable costs incurred in the Action. The
25 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds
26 that the fees are reasonable in light of the benefit provided to the Class.

27 22. Notice of entry of this Final Approval Order and Judgment shall be given to Class
28 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a

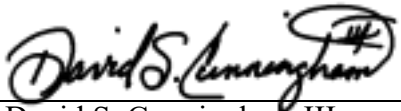
1 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
2 Judgment.

3 23. Without affecting the finality of this Order in any way, this Court retains continuing
4 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
5 respect to all Parties to this action, and their counsel of record.

6 24. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted
7 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

8 **IT IS SO ORDERED.**

9
10
11 DATE: 10/17/2023



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

PROOF OF SERVICE

Jaimes, et al. v. Infiniti Health LLC, et al.
22STCV07261

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On **October 9, 2023**, I served the foregoing **[PROPOSED] AMENDED JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Alecia Whitaker Winfield (SBN 209661)

awinfield@littler.com

Krystal Saleh (SBN 320932)

ksaleh@littler.com

LITTLER MENDELSON, P.C.

2049 Century Park East, 5th Floor

Los Angeles, CA 90067

Telephone: (310) 553-0308

Facsimile: (310) 553-5583

Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

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

Executed this **October 9, 2023** at Los Angeles, California.

Rebecca Padilla
Type or Print Name


Signature