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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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, Dept. 11]*

**DECLARATION OF MARIA JAIMES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DECLARATION OF MARIA JAIMES

I, Maria Jaimes, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Infiniti Health LLC (“Infiniti Health”). I worked at Infiniti Health LLC from approximately February 2021 to approximately July 2021 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of Infiniti Health’s policies and practices that have been alleged as unlawful in the First Amended Class & Representative Action Complaint and Private Attorneys General Act (“PAGA”) Notice sent to Infiniti Health and the Labor & Workforce Development Agency (“LWDA”).

4. I have actively participated in the litigation of this action. Prior to the commencing of this case, I provided Wilshire Law Firm and my attorneys a detailed account of the facts related to my employment with Infiniti Health, including, but not limited to, my belief that Infiniti Health had a policy and practice of not providing its employees with California compliant meal and rest periods and requiring its employees to work “off-the-clock” before clocking in for the workday, during meal periods, and after clocking out for the workday. Additionally, I provided my counsel with documentation in the form of itemized wage statements in support of the claims brought against Infiniti Health. These documents, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the policies and practices at Infiniti Health. I also regularly communicated with my attorneys and staff members of Wilshire Law firm.

5. My attorneys explained to me the risks and benefits of bringing forward a class action matter. I understood the risks, both professionally and financially, associated with pursuing

1 a class action case and acting as a class representative. I further understood that pursuing the case
2 as a class action, rather than individually, meant that it would take substantially longer as a result
3 of the multi-step approval process as mandated by the California Courts. Although I was made
4 aware that there was a possibility that I could receive nothing at the end, I believed that it was
5 important to ensure that Infiniti Health followed the law with respect to all of its hourly-paid, non-
6 exempt employees. Additionally, I understood that it was my responsibility to act in the best
7 interests of the Class and not just myself. In that respect, I understood my duties and
8 responsibilities to the proposed Class and carried out and will continue to carry out those duties as
9 necessary.

10 6. Throughout the course of the litigation, I maintained constant communication with
11 my attorneys and discussed pertinent matters relevant to the lawsuit. I asked questions when I
12 wanted to know what was being done to advance the interests of the Class or simply wanted an
13 update regarding the case. I understood that a recovery would not only benefit me but would
14 benefit my fellow coworkers as well. At all times, I made myself available to answer any questions
15 that my attorneys had about my employment.

16 7. This was especially true leading up to and during the mediation that took place on
17 July 12, 2022. In preparation for the mediation, I had extensive conversations with my attorneys
18 regarding the nuanced issues that we were going to advance during the negotiation process with
19 the mediator. During the mediation session, I was available to speak with my attorneys, answer
20 any questions that arose, and provide any additional documentation that was necessary to assist the
21 settlement discussions.

22 8. I reviewed (and ultimately signed) the Class Action and PAGA Settlement
23 Agreement in full and my attorneys answered all the questions I had. I believe the settlement terms
24 and allocations are fair, adequate, and reasonable given the strength of the class claims and Infiniti
25 Health's defenses.

26 9. I estimate that I spent approximately 40 hours searching for and collecting
27 documents related to my employment, speaking with my attorneys throughout the litigation,
28 helping my attorneys prepare for mediation, discussing the particulars and reasonableness of the

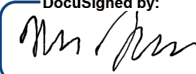
1 settlement, and reviewing/signing documents related to the settlement.

2 10. I have no conflicts of interest with any class member or the Settlement
3 Administrator, CPT Group, Inc.

4 11. I am not aware of any other pending matter or action asserting claims that will be
5 extinguished or adversely affected by the Settlement.

6 I declare under penalty of perjury, under the laws of the State of California and the United
7 States of America, that the foregoing is true and correct.

8 Executed on 1/5/2023, at 5:14pm, California.

9
10 DocuSigned by:

11 039E7F2601344DD...
12 Maria Jaimes

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PROOF OF SERVICE

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

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ashley Narinyans, 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 anarinyans@wilshirelawfirm.com.

On **January 6, 2023**, I served the foregoing **DECLARATION OF MARIA JAIMES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY 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)

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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 **January 6, 2023**, at Los Angeles, California.



Ashley Narinyans