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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

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.

FILED
Superior Court of California
County of Los Angeles

03/21/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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: Supplemental
Memorandum of Points and Authorities in
Support of Motion for Preliminary Approval
of Class Action Settlement; and Supplemental
Declaration of Justin F. Marquez]

PRELIMINARY APPROVAL HEARING

Date: March 14, 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 Supplemental
4 Memorandum of Points and Authorities in Support of the Motion for Preliminary Approval of
5 Class Action Settlement, the Declarations of Justin F. Marquez (Original and Supplemental),
6 Maria Jaimes, Virginia Ordaz, Sadie Diazbarriga, Alecia Winfield, and Steve Donell, the Class
7 Action and PAGA Settlement Agreement and Class Notice (which is referred to here as the
8 "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds
9 and orders as follows:

10 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
11 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
12 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
13 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Infiniti Health
14 LLC ("Defendant," and together with Plaintiffs, the "Parties"), attached to the Supplemental
15 Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Preliminary Approval of
16 Class Action Settlement as Exhibit 2.

17 2. The Settlement falls within the range of reasonableness of a settlement which
18 could ultimately be given final approval by this Court, and appears to be presumptively valid,
19 subject only to any objections that may be raised at the Final Approval Hearing and final
20 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
21 \$1,100,000 to cover (a) settlement payments to class members who do not validly opt out; (b) a
22 \$50,000.00 allocation to Plaintiffs' claims under the Private Attorneys General Act ("PAGA"),
23 75% of which (\$37,500.00) being paid to the California Labor & Workforce Development
24 Agency ("LWDA") and 25% (\$12,500.00) being paid to the Aggrieved Employees; (c) Class
25 Representatives' Service Awards of \$5,000.00 each to Plaintiffs; (d) Class Counsel's attorneys'
26 fees, not to exceed 33.33% of the Gross Settlement Amount (\$366,630.00), and up to \$25,000.00
27 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement
28 Administration Costs of up to \$20,000.00.

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
4 and reasonable to the class members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

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

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

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

23 7. "PAGA Period" means the period from March 4, 2021, to the date of preliminary
24 approval.

25 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
28 of law and fact that are common, or of general interest, to all Settlement Class Members, which

predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect 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.

9. 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 \$5,000.00 each.

10. 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.

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

12. 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.

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

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

15. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	April 13, 2023
Settlement Administrator to mail the Class	April 27, 2023

1	Notice	
2	Response Deadline	June 26, 2023
3		14 days before Plaintiffs' Deadline to file
4		Motion for Final Approval, Request for
5	Deadline for Administrator to Submit Report	Attorneys' Fees and Costs, and Service
6		Awards to Plaintiffs
7	Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
8	Request for Attorneys' Fees and Costs, and	Final Approval, Request for Attorneys' Fees
9	Service Awards to Plaintiff	and Costs, and Service Awards to Plaintiffs
10	Final Approval Hearing	August 25, 2023 at 9:30 a.m. in Department
11		11

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

14 **IT IS SO ORDERED.**

15
16
17 DATE: 03/21/2023



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

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


Signature