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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.*

Case No. 22STCV07261

**CLASS ACTION**

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

**DECLARATION OF JUSTIN F.  
MARQUEZ IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

*[Filed with concurrently with: Plaintiffs'  
Motion for Final Approval of Class Action  
Settlement; Declaration of Jennifer Forst; and  
[Proposed] Order]*

**FINAL APPROVAL HEARING**

Date: August 25, 2023

Time: 9:30 a.m.

Dept: 11

I, Justin F. Marquez, declare as follows:

## CASE BACKGROUND

3. Plaintiffs allege that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendant failed to pay for all hours worked. Plaintiffs further allege that Defendant failed to provide employees with legally compliant meal and rest periods and failed to reimburse necessary business-related expenditures. Plaintiffs also allege that Defendant failed to properly provide employees with sick leave pay and COVID-19 paid sick pay among other alleged violations. Based on these allegations, Plaintiffs assert claims against Defendant for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, failure to produce requested employment records, failure to provide paid sick leave, unfair business practices, and civil penalties under PAGA.

4. On February 28, 2022, Plaintiffs Jaimes and Ordaz filed a putative wage and hour

1 class action complaint against Defendant for: (1) failure to pay minimum and straight time wages  
2 (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§  
3 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to  
4 authorize and permit rest periods (Labor Code §§ 226.7 and 512); (5) failure to timely pay final  
5 wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage  
6 statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Labor Code  
7 § 2802); (8) failure to produce requested employment records (Labor Code §§ 226 and 1198.5);  
8 and (9) unfair business practices (Business and Professions Code 17200, *et seq.*). (*Id.* at ¶ 4.)  
9 Plaintiffs Jaimes and Ordaz also sent a notice to Defendant and the California Labor & Workforce  
10 Development Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA.  
11 (*Id.*) On November 30, 2022, Plaintiffs Jaimes and Ordaz filed a First Amended Class &  
12 Representative Action Complaint, which: (1) added an additional class representative (Plaintiff  
13 Diazbarriga); (2) added a claim for civil penalties under the PAGA; and (3) included a claim for  
14 an alleged violation of Labor Code Section 248, *et seq.*, for failure to pay and provide California  
15 paid sick leave, COVID-19 paid sick leave, and COVID-19 supplemental paid sick leave.

#### 16 DISCOVERY AND INVESTIGATION

17 5. Following the filing of the initial Complaint, the Parties exchanged documents and  
18 information before mediating this action. Defendant produced a sample of timekeeping and payroll  
19 records for class members. Defendant also provided documents of its wage and hour policies and  
20 practices during the class period and information regarding the total number of current and former  
21 employees in its informal discovery responses.

22 6. After reviewing documents regarding Defendant’s wage and hour policies and  
23 practices and analyzing Defendant’s timekeeping and payroll records, Class Counsel was able to  
24 evaluate the probability of class certification, success on the merits, and Defendant’s maximum  
25 monetary exposure for all claims. Class Counsel also investigated the applicable law regarding  
26 the claims and defenses asserted in the litigation. Class Counsel reviewed these records and  
27 prepared a damage analysis prior to mediation.

1            SETTLEMENT NEGOTIATIONS, PRELIMINARY APPROVAL, AND CLASS SIZE

2            7.        On July 12, 2022, the Parties participated in private mediation with experienced  
3 class action mediator, Steven Serratore, Esq. The mediation was conducted via Zoom. The  
4 settlement negotiations were at arm's length and, although conducted in a professional manner,  
5 were adversarial. The Parties went into the mediation willing to explore the potential for a  
6 settlement of the dispute, but each side was also prepared to litigate their position through trial and  
7 appeal if a settlement had not been reached.

8            8.        After extensive negotiations and discussions regarding the strengths and  
9 weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties reached a settlement, the  
10 material terms of which are encompassed within the Settlement. The Court then granted  
11 preliminary approval on March 21, 2023. Attached as Exhibit 1 is a true and correct copy of the  
12 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement  
13 Agreement").

14           9.        The Settlement includes \$50,000.00 allocated to Plaintiffs' claims under PAGA,  
15 with 75% of which (\$37,500.00) being paid to the Labor and Workforce Development Agency  
16 ("LWDA") and 25% (\$12,500.00) will be paid to eligible members of the PAGA Class. Class  
17 Counsel previously submitted the proposed settlement to the LWDA before filing the Motion for  
18 Preliminary Approval and will be submitting this Motion for Final Approval to the LWDA before  
19 the hearing.

20           10.      The Settlement provides that Defendant will not oppose a fee application of up to  
21 33 1/3% (\$366,630.00) of the Settlement Amount, plus out-of-pocket costs not to exceed  
22 \$25,000.00. (Settlement, § 3.2.2.)

23           11.      Class Counsel submitted the proposed Settlement and accompanying papers to the  
24 LWDA before filing this Motion for Final Approval. Attached as Exhibit 2 is a true and correct  
25 copy of the online forms submitted to the LWDA regarding this proposed settlement of PAGA  
26 claims.

27           12.      Class Counsel has conducted a thorough investigation into the facts of this case.  
28

1 Based on the foregoing discovery and their own independent investigation and evaluation, Class  
2 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best  
3 interests of the Settlement Class Members in light of all known facts and circumstances, the risk  
4 of significant delay, the defenses that could be asserted by Defendant both to certification and on  
5 the merits, trial risk, and appellate risk. While Plaintiffs are confident in the merits of their claims,  
6 a legitimate controversy exists as to each cause of action. Plaintiffs also recognize that proving  
7 the amount of wages due to each Class Member would be an expensive, time-consuming, and  
8 uncertain proposition. Furthermore, even if Plaintiffs obtained certification of all or some of the  
9 claims, continued litigation would be expensive, involving a trial and possible appeals, and would  
10 substantially delay and reduce any recovery by the class.

11 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

12 13. Class Counsel represent that Plaintiffs devoted a great deal of time and work  
13 assisting counsel in the case, communicated with counsel very frequently for litigation and to  
14 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.  
15 Plaintiffs' requested enhancement award is reasonable particularly in light of the substantial  
16 benefits Plaintiff generated for all class members.

17 14. Throughout this litigation, Plaintiffs, who are former employees of Defendant, have  
18 cooperated immensely with my office and has taken many actions to protect the interests of the  
19 class. Plaintiffs provided valuable information regarding unpaid overtime, meal period, and rest  
20 period claims. Plaintiffs also informed my office of developments and information relevant to this  
21 action, participated in decisions concerning this action, made themselves available to answer  
22 questions during the mediation, and provided my office with the names and contact information of  
23 potential witnesses in this action. Before we filed this case, Plaintiffs provided my office with  
24 several documents, including policy documents, and communications from Defendant regarding  
25 the claims alleged in this action. The information and documentation provided by Plaintiffs was  
26 instrumental in establishing the wage and hour violations alleged in this action, and the recovery  
27 provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs'

1 participation.

2 15. At the same time, Plaintiffs faced many risks in adding themselves as the class  
3 representatives in this matter. Plaintiff faced actual risks with their future employment, as putting  
4 themselves on public record in an employment lawsuit could also very well affect her likelihood  
5 for future employment. Furthermore, as part of this settlement, Plaintiffs are executing a general  
6 release of all claims against Defendant.

7 16. In turn, class members will now have the opportunity to participate in a settlement,  
8 reimbursing them for alleged wage violations they may have never known about on their own or  
9 been willing to pursue on their own. If these class members would have each tried to pursue their  
10 legal remedies on their own, that would have resulted in each having to expend a significant amount  
11 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves  
12 on the line on behalf of these other class members.

13 17. In the final analysis, this class action would not have been possible without the aid  
14 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own  
15 individual claims, and placed themselves at risk for the sake of the class members. The requested  
16 enhancement awards for Plaintiffs for their service as the class representatives and for their general  
17 release of all individual claims is a relatively small amount of money when the time and effort put  
18 into the litigation are considered and in comparison to enhancements granted in other class actions.  
19 The requested incentive award is therefore reasonable to compensate Plaintiffs for their active  
20 participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*,  
21 No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were  
22 misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a  
23 \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00  
24 class representative incentive award for each named plaintiff.

25 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

26 18. The Settlement provides for attorney's fees payable to Class Counsel in an amount  
27 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$366,630.00,  
28

plus actual costs and expenses not to exceed \$25,000.00. The proposed award of attorneys' fees to Class Counsel, in this case can be justified under a lodestar method of recovery.

19. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

| Person            | Role                          | Hours      | Rate  | Lodestar         |
|-------------------|-------------------------------|------------|-------|------------------|
| Justin F. Marquez | Senior Partner (13+ years)    | 85         | \$850 | \$72,250         |
| Benjamin H. Haber | Associate Attorney (7th Year) | 110        | \$650 | \$71,500         |
| Arrash T. Fattahi | Associate Attorney (3rd Year) | 115        | \$450 | \$51,750         |
| Maxim Gorbunov    | Associate Attorney (2nd Year) | 20         | \$400 | \$8,000          |
| Min Jee Kim       | Senior Paralegal              | 25         | \$200 | \$5,000          |
| Ashley Narinyans  | Paralegal                     | 15         | \$150 | \$2,250          |
| <b>Total:</b>     |                               | <b>233</b> |       | <b>\$210,750</b> |

20. Class Counsel has spent over 370 hours litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiffs' counsel to achieve this result include, but are not limited to, the following:

- a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendant's policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendant;
- b. filing the Action;
- c. attending status conferences and meeting and conferring with Defendant regarding the case;
- d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting a mediator and mediation date;
- f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants

- 1 and Plaintiff to perform analyses of liability and exposure prior to attendance of the  
2 mediation in this matter;
- 3 g. reviewing policy documents from Defendant and researching applicable defenses;  
4 h. preparation of a mediation brief and damages model for use at mediation;  
5 i. attendance at mediation by all Parties and Counsel;  
6 j. communicating with Plaintiffs who requested updates or other information  
7 regarding this matter;  
8 k. negotiating, finalizing and fully executing the initial settlement agreement;  
9 l. preparing and filing the Motion for Preliminary Approval and supporting  
10 documents;  
11 m. negotiating, finalizing and fully executing the amendments to the initial settlement  
12 agreement pursuant to the Court's request, which are ultimately encompassed within  
13 the Settlement Agreement;  
14 n. preparing the supplemental memorandum in support of the Motion for Preliminary  
15 Approval and supporting documents;  
16 o. attending the hearings on Motion for Preliminary Approval;  
17 p. communicating with class members who sought additional information regarding  
18 the settlement, including answering questions regarding the settlement and  
19 obtaining updated addresses from class members for purposes of receiving the class  
20 notices and administering the settlement checks;  
21 q. communicating with the Settlement Administrator to ensure the Class Notice was  
22 properly distributed and engaging in extensive follow-up communications with the  
23 Settlement Administrator regarding class members who sought additional  
24 information about the Settlement;  
25 r. communicating with counsel for class members who sought additional information  
26 regarding the settlement and opt-out process; and  
27 s. preparing the instant Motion for Final Approval and supporting documents.  
28

1           21.     There are additional hours devoted by me (and by my colleagues) to this litigation  
2 that are not reflected in Class Counsel's request for attorney's fees.

3           22.     We can provide additional billing records in the event the Court requests them, but  
4 would request the opportunity to redact attorney-client privileged information and any other  
5 privileged information.

6           23.     I am informed and believe that the fee and costs provision is reasonable. The fee  
7 percentage requested is less than that charged by my office for most employment cases. My office  
8 invested significant time and resources into the case, with payment deferred to the end of the case,  
9 and then, of course, contingent on the outcome.

10          24.     It is further estimated that my office will need to expend at least another 15 to 25  
11 hours to monitor the process leading up to payments made to the class. My office also bears the  
12 risk of taking whatever actions are necessary if Defendants fail to pay.

13          25.     The risk to my office has been very significant, particularly if we would not be  
14 successful in pursuing this class action. In that case, we would have been left with no compensation  
15 for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases  
16 that have resulted in thousands of attorney hours being expended and ultimately having  
17 certification denied or the defendant company going bankrupt. The contingent risk in these types  
18 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing  
19 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

20          26.     Because most individuals cannot afford to pay for representation in litigation on an  
21 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a  
22 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless  
23 we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is  
24 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or  
25 her case, we cannot afford to represent an individual employee on a contingency basis if, at the  
26 end of our representation, all we are to receive is our regular hourly rate for services. It is essential  
27 that we recover more than our regular hourly rate when we win if we are to remain in practice so  
28

as to be able to continue representing other individuals in civil rights employment disputes.

27. As of the drafting of this motion, my office has incurred around \$19,366.14 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. We also anticipate additional costs in the amount of \$300.00, which includes the costs for filing Plaintiffs' Motion for Final Approval and appearing at the hearing. Accordingly, my office respectfully requests reimbursements of \$19,666.14 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the categories of costs for the costs incurred in this case to date.

#### MY EXPERIENCE AND QUALIFICATIONS

28. Wilshire Law Firm was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms in 2022 and is comprised of over 66 attorneys and over 300 employees. Wilshire Law Firm is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

29. Wilshire Law Firm is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

30. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

31. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

1           32.     I have received numerous awards for my legal work. From 2017 to 2020, Super  
2 Lawyers selected me as a “Southern California Rising Star,” and in 2022 I was selected as a  
3 “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America” in  
4 2023. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under 40” attorney.  
5 I am also rated 10.0 (“Superb”) by Avvo.com.

6           33.     I am on the California Employment Lawyers Association (CELA)’s Wage and Hour  
7 Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced Wage  
8 & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively  
9 mentored young attorneys through CELA’s mentorship program.

10          34.     I am also an active member of the Consumer Attorneys of California (CAOC). In  
11 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of  
12 CAOC’s Diversity Committee, and I help assist the CAOC in defeating bills that harm employees.  
13 Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating  
14 AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code  
15 § 226.

16          35.     As the attorney responsible for day-to-day management of this matter at the  
17 Wilshire Law Firm, I have over thirteen years of experience with litigating wage and hour class  
18 actions. Over the last thirteen years, I have managed and assisted with the litigation and settlement  
19 of several wage and hour class actions. In those class actions, I performed similar tasks as those  
20 performed in the course of prosecuting this action. My litigation experience includes:

- 21           a. I served as lead or co-lead in negotiating class action settlements worth over \$10  
22           million in gross recovery to class members for each year since 2020, including over  
23           \$30 million in 2022.
- 24           b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical*  
25           *Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a  
26           data breach class action holding that consumer plaintiffs adequately alleged injury  
27           in fact under the benefit of the bargain theory and monitoring-costs theory.

- 1 c. In 2022, *Top Verdict* recognized Wilshire Law Firm and myself for having one case  
2 in the Top 20 Labor & Employment Settlements (including number 15 for the \$1.6  
3 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and three additional  
4 cases in the Top 50 Labor & Employment Settlements (numbers 25, 28, and 31).
- 5 d. To my knowledge, I am the only attorney to appear on each of the following *Top*  
6 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20  
7 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 8 e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by  
9 winning class certification on behalf of hundreds of thousands of consumers for  
10 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.  
11 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 12 f. As lead counsel, I prevailed against Bank of America by: winning class certification  
13 on behalf of thousands of employees for California Labor Code violations; defeating  
14 appellate review of the court’s order certifying the class; defeating summary  
15 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*  
16 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019  
17 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,  
18 2018).). The decision certifying the class in *Frausto* is also discussed in *Class*  
19 *Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call*  
20 *Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed.  
21 3d Art. 8.
- 22 g. I was the primary author of the class certification and expert briefs in *ABM*  
23 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action  
24 for over 40,000 class members for off-the-clock, meal period, split shift, and  
25 reimbursement claims. *ABM Industries Overtime Cases* is the first published  
26 California appellate authority to hold that an employer’s “auto-deduct policy for  
27 meal breaks in light of the recordkeeping requirements for California employers is  
28

also an issue amenable to classwide resolution.” (*Id.* at p. 310.)<sup>1</sup> Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

- h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as *Wright & Miller’s Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.<sup>2</sup> Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.
- i. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. \*10.)

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<sup>1</sup> As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, \*7.)

<sup>2</sup> <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

- 1 j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a  
2 reported decision permitting class-wide discovery even though the employer has a  
3 lawful policy because “[t]he fact that a company has a policy of not violating the  
4 law does not mean that the employees follow it, which is the issue here.” The court  
5 also ordered defendant to pay for the cost of *Belaire-West* notice.
- 6 k. In 2013, I represented a whistleblower that reported that his former employer was  
7 defrauding the State of California with the help of bribes to public employees. The  
8 case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution  
9 of State of California employees by the California Attorney General’s Office.
- 10 l. In 2013, I was part of a team of attorneys that obtained conditional certification for  
11 over 2,000,000 class members in a federal labor law case for misclassification of  
12 independent contractors that did crowdsourced work on the Internet, *Otey v.*  
13 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the  
14 following pro-plaintiff reported decisions:
- 15 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding  
16 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and  
17 granting plaintiff’s motion to strike defendant’s affirmative defenses  
18 based on *Twombly/Iqbal*).
  - 19 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order  
20 granting conditional collective certification).
  - 21 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the  
22 magistrate judge’s discovery ruling which held that “evidence of  
23 other sources of income is irrelevant to the question of whether a  
24 plaintiff is an employee within the meaning of the FLSA”).
  - 25 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting  
26 broad discovery because “an FLSA plaintiff is entitled to discovery  
27 from locations where he never worked if he can provide some  
28

evidence to indicate company-wide violations”).

m. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

36. My current contingent billing rate of \$850.00 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am a 14th year attorney and Senior Partner, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

b. On May 6, 2022 the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my \$850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court

1 approved my \$800 hourly rate when he granted final approval of the class action  
2 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-  
3 01066522-CU-OE-CXC.

4 d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District  
5 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*  
6 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-  
7 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the  
8 Court approved my then \$750 hourly rate after finding it was “reasonable, given the  
9 qualifications of the attorneys who worked on this matter.” (*Id.* at p. \*3.)

10 e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior  
11 Court approved my \$750 hourly rate when he granted final approval of the class  
12 action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No.  
13 19STCV32396.

14 37. Benjamin H. Haber is a seventh-year Associate Attorney at Wilshire Law Firm. His  
15 current hourly rate is \$650. He graduated from the University of California, Los Angeles, with a  
16 Bachelor of Arts in Political Science, and received his Juris Doctor from the University of  
17 California, Hastings College of the Law in 2016. During law school, he was a member of the  
18 executive board for the *Hastings Law Journal* and student mediator at the San Francisco Superior  
19 Court, Small Claims Division. Since graduating from law school, he has focused his legal work  
20 primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf of  
21 tens of thousands of workers in California.

22 38. Arrash T. Fattahi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He  
23 was admitted to practice law in the State of California and the Central and Southern Districts of  
24 California in January 2021. Arrash graduated from the University of California, Los Angeles, with  
25 a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from The  
26 George Washington University Law School. During law school, he was a member of the student  
27 editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has mainly  
28

1 been focused on wage and hour class action litigation. His current contingent billing rate for this  
2 case is \$450 per hour.

3 39. Maxim Gorbunov is a second-year Associate Attorney at Wilshire Law Firm, PLC.  
4 He was admitted to practice law in the State of California in 2021, the Northern and Central District  
5 of California in 2022, and Eastern District of California in 2023. He graduated from the University  
6 of California, Irvine, with a Bachelor of Arts in Cognitive Science, completing the Psychology  
7 Honors Program. He received his Juris Doctor from the University of California, Hastings College  
8 of the Law in 2021. During law school, he was a Board Member, competitor, and student coach of  
9 the Hastings Moot Court Team, being awarded the Student Coach of the Year award. Since  
10 November 2021, his practice has mainly been focused on employment and wage and hour class  
11 action litigation. His current contingent billing rate for this case is \$400 per hour.

12 40. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of  
13 experience working at law firms, including over five years of experience working on class action  
14 cases. She is a graduate of the University of California, San Diego with a Bachelor's of Arts degree  
15 in Economics.

16 41. Ashley Narinyans is a paralegal at Wilshire Law Firm with six years of experience  
17 working at law firms, including over three years of experience working on class action cases. She  
18 is a graduate of the California State University, Northridge with a Bachelor's of Science degree in  
19 Business Administration & Business Law, *Magna Cum Laude* and member of the Golden Key  
20 International Honors Society.

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

23 Executed on August 3, 2023, at Los Angeles, California.

24  
25   
26 Justin F. Marquez, Esq.  
27  
28

# Exhibit 1

**CLASS ACTION AND PAGA SETTLEMENT  
AGREEMENT AND CLASS NOTICE<sup>i</sup>**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (collectively, “Plaintiffs”) and Defendant Infiniti Health, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

**1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Maria Jaimes, et al. v. Infiniti Health, LLC*, Los Angeles County Superior Court Case No. 22STCV07261, initiated on February 28, 2022, amended on November 30, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means individuals who were employed by Defendant on an hourly non-exempt basis from March 4, 2021, until the date of preliminary approval.
- 1.5. “Class” means individuals who were employed by Defendant on an hourly non-exempt basis from September 3, 2017, until the date of preliminary approval.
- 1.6. “Class Counsel” means Justin Marquez, Benjamin Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 3, 2017, to the date of preliminary approval.
- 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representatives’ Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant Infiniti Health, LLC.
- 1.17. “Defense Counsel” means Alecia W. Winfield and Krystal Saleh of Littler Mendelson, P.C.
- 1.18. “Effective Date” means thirty (30) days after the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval

of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means One Million One Hundred Thousand Dollars (\$1,100,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments (as defined in paragraph 1.34), the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives' Service Payments, and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representatives’ Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from March 4, 2021, to the date of preliminary approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Jaimes and Plaintiff Ordaz’s March 4, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” in the amount of \$50,000.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Infiniti Health, LLC, and any of their present, former, and future direct or indirect parent companies, present owners, former owners, future owners, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future shareholders, officers, directors, members, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant or any of them.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## 2. RECITALS.

1. On or about February 28, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a class action

complaint in the Superior Court of California for the County of Los Angeles, Case No. 22STCV07261, on behalf of all current and former hourly-paid and non-exempt employees of Infiniti Health, LLC and Does 1 through 10 in California. On May 26, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a representative action seeking civil penalties pursuant to the PAGA in the Superior Court of California for the County of Los Angeles, Case No. 22VECV00713. On November 30, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a First Amended Class & Representative Action Complaint, which: 1) added an additional class representative (Plaintiff Sadie Diazbarriga); 2) added the cause of action alleged in the separately-filed PAGA Action; and 3) included a claim for an alleged violation of Labor Code Section 248, *et seq.*, for failure to pay and provide California paid sick leave, COVID-19 paid sick leave, and COVID-19 supplemental paid sick leave (the “Operative Complaint”). Defendant denies the allegations in the complaint, denies any failure to comply with the laws identified in in the complaints and denies any and all liability for the causes of action alleged.

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Jaimes and Plaintiff Ordaz gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2. On July 12, 2022, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., which led to this Agreement to settle the Action.

2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs’ personnel files, employee handbooks and policies, an aggrieved employee and class member list, as well as class member and aggrieved employee time and pay data. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.4. The Court has not granted class certification.

2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

1     **3.     MONETARY TERMS.**

2     3.1.   Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
3           Defendant promises to pay One Million One Hundred Thousand Dollars  
4           (\$1,100,000.00), and no more as the Gross Settlement Amount and to separately pay  
5           any and all employer payroll taxes owed on the Wage Portions of the Individual Class  
6           Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any  
7           payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The  
8           Administrator will disburse the entire Gross Settlement Amount without asking or  
9           requiring Participating Class Members or Aggrieved Employees to submit any claim  
10          as a condition of payment. None of the Gross Settlement Amount will revert to  
11          Defendant.

12    3.2.   Payments from the Gross Settlement Amount. The Administrator will make and  
13          deduct the following payments from the Gross Settlement Amount, in the amounts  
14          specified by the Court in the Final Approval:

15    3.2.1. To Plaintiffs: Class Representative Service Payments of not more than Ten  
16          Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiff Jaimes and  
17          Plaintiff Ordaz, and a Class Representative Service Payment of not more than  
18          Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Class  
19          Plaintiff Barriga (in addition to any Individual Class Payment [and any  
20          Individual PAGA Payment] the Class Representatives are entitled to receive  
21          as Participating Class Members). Defendant will not oppose Plaintiffs'  
22          request for the Class Representatives' Service Payments that do not exceed  
23          these amounts. As part of the motion for Class Counsel Fees Payment and  
24          Class Litigation Expenses Payment, Plaintiffs will seek Court approval for  
25          any Service Payments no later than 16 court days prior to the Final Approval  
26          Hearing. If the Court approves a Class Representative Service Payment less  
27          than the amounts requested, the Administrator will retain the remainder in the  
28          Net Settlement Amount. The Administrator will pay the Class

Representatives' Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Payments.

3.2.2. To Class Counsel: Class Counsel shall seek and Defendant will not oppose attorneys' fees not to exceed thirty-three point thirty three percent (33.33%) of the Gross Settlement Amount, plus reasonable costs/expenses not to exceed Twenty-Five Thousand Dollars (\$25,000), subject to approval by the Court. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Costs Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$20,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

1                   3.2.4. To Each Participating Class Member: An Individual Class Payment

2                   calculated by (a) dividing the Net Settlement Amount by the total number of  
3                   Workweeks worked by all Participating Class Members during the Class  
4                   Period and (b) multiplying the result by each Participating Class Member's  
5                   Workweeks.

6                   3.2.4.1. Tax Allocation of Individual Class Payments. Ten Percent (10%) of  
7                   each Participating Class Member's Individual Class Payment will be  
8                   allocated to settlement of wage claims (the "Wage Portion"). The  
9                   Wage Portions are subject to tax withholding and will be reported on  
10                  an IRS W-2 Form. The Ninety Percent (90%) of each Participating  
11                  Class Member's Individual Class Payment will be allocated to  
12                  settlement of claims for interest and penalties (the "Non-Wage  
13                  Portion"). The Non-Wage Portions are not subject to wage  
14                  withholdings and will be reported on IRS 1099 Forms. Participating  
15                  Class Members assume full responsibility and liability for any  
16                  employee taxes owed on their Individual Class Payment.

17                3.2.4.2. Effect of Non-Participating Class Members on Calculation of  
18                Individual Class Payments. Non-Participating Class Members will not  
19                receive any Individual Class Payments. The Administrator will retain  
20                amounts equal to their Individual Class Payments in the Net  
21                Settlement Amount for distribution to Participating Class Members on  
22                a pro rata basis.

23                3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of  
24                \$50,000.00 to be paid from the Gross Settlement Amount, with 75%  
25                (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00)  
26                allocated to the Individual PAGA Payments.

27                3.2.5.1. The Administrator will calculate each Individual PAGA Payment by  
28                (a) dividing the amount of the Aggrieved Employees' 25% share of

PAGA Penalties (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2.If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 2,678 Class Members who collectively worked a total of 56,089 Workweeks through May 20, 2022, and 2,678 Aggrieved Employees who worked a total 31,216 PAGA Pay Periods through May 20, 2022.
- 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1           4.3.   Funding of Gross Settlement Amount. Defendant shall fully fund the Gross  
2           Settlement Amount, and also fund the amounts necessary to fully pay Defendant's  
3           share of payroll taxes, by transmitting the funds to the Administrator no later than the  
4           Effective Date.

5           4.4.   Payments from the Gross Settlement Amount. Within thirty (30) days after  
6           Defendant funds the Gross Settlement Amount, the Administrator will mail checks  
7           for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA  
8           Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,  
9           the Class Counsel Litigation Expenses Payment, and the Class Representatives'  
10          Service Payments. Disbursement of the Class Counsel Fees Payment, the Class  
11          Counsel Litigation Expenses Payment and the Class Representatives' Service  
12          Payments shall not precede disbursement of Individual Class Payments and  
13          Individual PAGA Payments.

14         4.4.1. The Administrator will issue checks for the Individual Class Payments and/or  
15               Individual PAGA Payments and send them to the Class Members via First  
16               Class U.S. Mail, postage prepaid. The face of each check shall prominently  
17               state the date (not less than 180 days after the date of mailing) when the check  
18               will be voided. The Administrator will cancel all checks not cashed by the  
19               void date. The Administrator will send checks for Individual Settlement  
20               Payments to all Participating Class Members (including those for whom Class  
21               Notice was returned undelivered). The Administrator will send checks for  
22               Individual PAGA Payments to all Aggrieved Employees including Non-  
23               Participating Class Members who qualify as Aggrieved Employees (including  
24               those for whom Class Notice was returned undelivered). The Administrator  
25               may send Participating Class Members a single check combining the  
26               Individual Class Payment and the Individual PAGA Payment. Before mailing  
27               any checks, the Settlement Administrator must update the recipients' mailing  
28               addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other  
2 Class Members whose checks are returned undelivered without USPS  
3 forwarding address. Within seven (7) days of receiving a returned check the  
4 Administrator must re-mail checks to the USPS forwarding address provided  
5 or to an address ascertained through the Class Member Address Search. The  
6 Administrator need not take further steps to deliver checks to Class Members  
7 whose re-mailed checks are returned as undelivered. The Administrator shall  
8 promptly send a replacement check to any Class Member whose original  
9 check was lost or misplaced, requested by the Class Member prior to the void  
10 date.

11 4.4.3. For any Class Member whose Individual Class Payment check or Individual  
12 PAGA Payment check is uncashed and cancelled after the void date, the  
13 Administrator shall transmit the uncashed checks to the State of California's  
14 State Controller Unclaimed Property Fund, in the name of the individuals  
15 whose checks are cancelled, in the appropriate amounts for each such  
16 individual. Settlement Class Members whose Individual Settlement Payment  
17 checks are uncashed shall, nevertheless, be bound to the Class Settlement, and  
18 PAGA Employees whose Individual PAGA Payment checks are uncashed  
19 shall, nevertheless, be bound to the PAGA Settlement.

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments  
21 shall not obligate Defendant to confer any additional benefits or make any  
22 additional payments to Class Members (such as 401(k) contributions or  
23 bonuses) beyond those specified in this Agreement.

24 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire  
25 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of  
26 the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release  
27 claims against all Released Parties as follows:  
28

1           5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,  
2           representatives, agents, attorneys, heirs, administrators, successors, and assigns  
3           generally, release and discharge Released Parties from all claims, transactions, or  
4           occurrences that occurred during the Class Period, including, but not limited to: (a)  
5           all claims that were, or reasonably could have been, alleged, based on the facts  
6           contained, in the Operative Complaint; and (b) all PAGA claims that were, or  
7           reasonably could have been, alleged based on facts contained in the Operative  
8           Complaint, Plaintiff Jaimes and Plaintiff Ordaz's PAGA Notice, or ascertained during  
9           the Action and released under 5.2, below ("Plaintiffs' Release"). Plaintiffs' Release  
10          does not extend to any claims or actions to enforce this Agreement, or to any claims  
11          for vested benefits, unemployment benefits, disability benefits, social security  
12          benefits, workers' compensation benefits that arose at any time, or based on  
13          occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may  
14          discover facts or law different from, or in addition to, the facts or law that Plaintiffs  
15          now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall  
16          be and remain effective in all respects, notwithstanding such different or additional  
17          facts or Plaintiffs' discovery of them.

18          5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For  
19          purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the  
20          provisions, rights, and benefits, if any, of section 1542 of the California Civil  
21          Code, which reads:

22                A general release does not extend to claims that the creditor or releasing party  
23                does not know or suspect to exist in his or her favor at the time of executing  
24                the release, and that if known by him or her would have materially affected  
25                his or her settlement with the debtor or Released Party.

26          5.2. Release by Class Members: Each Class Member, on behalf of themselves and their  
27          respective former and present representatives, agents, attorneys, heirs, administrators,  
28          successors, and assigns, who does not opt out of the Settlement shall be deemed to

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

24 5.3. Release by Aggrieved Employees: Each PAGA Representative Action Member, on  
25 behalf of themselves and their respective former and present representatives, agents,  
26 attorneys, heirs, administrators, successors, and assigns, irrespective of whether he or  
27 she opts out of the Settlement, shall be deemed to release the Released Parties from  
28 all any and all claims, known or unknown, for civil penalties under California Labor

Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, known or unknown, that were asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code sections 201, 202, 203, 204, 226, 226.7, 248, *et. seq.*, 510, 512, 1194, 1194.2, 1197, 1198, 1198.5 and 2802; pay for all hours worked/compensation due for services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock work; calculation of the regular rate of pay for meal and rest period premium payments, meal periods; rest periods; wage statements; payment of wages at termination; maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; sick pay; COVID-19 paid sick; California paid sick; training pay; bonus pay; any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action. The release shall run through the date the court grants preliminary approval of the settlement.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Defendant's Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

1           6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all  
2 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the  
3 notice, and memorandum in support, of the Motion for Preliminary Approval that  
4 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval  
5 of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft  
6 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;  
7 (iii) a draft proposed Class Notice; (iv) signed declarations from Plaintiffs confirming  
8 willingness and competency to serve and disclosing all facts relevant to any actual or  
9 potential conflicts of interest with Class Members and/or the Administrator; (v) a  
10 signed declaration from each Class Counsel firm attesting to its competency to  
11 represent the Class Members; its timely transmission to the LWDA of all necessary  
12 PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)],  
13 Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor  
14 Code section 2699, subd. (l)(2)]; (vi) a redlined version of the Parties' Agreement  
15 showing all modifications made to the Model Agreement ready for filing with the  
16 Court; and (vii) all facts relevant to any actual or potential conflict of interest with  
17 Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class  
18 Counsel Declaration shall aver that they are not aware of any other pending matter or  
19 action asserting claims that will be extinguished or adversely affected by the  
20 Settlement.

21           6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
22 responsible for expeditiously finalizing and filing the Motion for Preliminary  
23 Approval no later than thirty (30) days after the full execution of this Agreement;  
24 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for  
25 appearing in Court to advocate in favor of the Motion for Preliminary Approval.  
26 Class Counsel is responsible for delivering the Court's Preliminary Approval to the  
27 Administrator.  
28

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14  
2 days after receiving the Class Data, the Administrator will send to all Class  
3 Members identified in the Class Data, via first-class United States Postal  
4 Service (“USPS”) mail, the Class Notice (with Spanish translation),  
5 substantially in the form attached to this Agreement as **Exhibit A**. The first  
6 page of the Class Notice shall prominently estimate the dollar amounts of any  
7 Individual Class Payment and/or Individual PAGA Payment payable to the  
8 Class Member, and the number of Workweeks and PAGA Pay Periods (if  
9 applicable) used to calculate these amounts. Before mailing Class Notices,  
10 the Administrator shall update Class Member addresses using the National  
11 Change of Address database.

12 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class  
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail  
14 the Class Notice using any forwarding address provided by the USPS. If the  
15 USPS does not provide a forwarding address, the Administrator shall conduct  
16 a Class Member Address Search, and re-mail the Class Notice to the most  
17 current address obtained. The Administrator has no obligation to make further  
18 attempts to locate or send Class Notice to Class Members whose Class Notice  
19 is returned by the USPS a second time.

20 7.4.4. The deadlines for Class Members’ written objections, Challenges to  
21 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended  
22 an additional 14 days beyond the 60 days otherwise provided in the Class  
23 Notice for all Class Members whose notice is re-mailed. The Administrator  
24 will inform the Class Member of the extended deadline with the re-mailed  
25 Class Notice.

26 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise  
27 discovers any persons who believe they should have been included in the  
28 Class Data and should have received Class Notice, the Parties will

1 expeditiously meet and confer in person or by telephone, and in good faith, in  
2 an effort to agree on whether to include them as Class Members. If the Parties  
3 agree, such persons will be Class Members entitled to the same rights as other  
4 Class Members, and the Administrator will send, via email or overnight  
5 delivery, a Class Notice requiring them to exercise options under this  
6 Agreement not later than 14 days after receipt of Class Notice, or the deadline  
7 dates in the Class Notice, which ever are later.

8 7.5. Requests for Exclusion (Opt-Outs).

9 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class  
10 Settlement must send the Administrator, by fax, email, or mail, a signed  
11 written Request for Exclusion not later than 60 days after the Administrator  
12 mails the Class Notice (plus an additional 14 days for Class Members whose  
13 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class  
14 Member or his/her representative that reasonably communicates the Class  
15 Member's election to be excluded from the Settlement and includes the Class  
16 Member's name, address and email address or telephone number. To be  
17 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked  
18 by the Response Deadline.

19 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because  
20 it fails to contain all the information specified in the Class Notice. The  
21 Administrator shall accept any Request for Exclusion as valid if the  
22 Administrator can reasonably ascertain the identity of the person as a Class  
23 Member and the Class Member's desire to be excluded. The Administrator's  
24 determination shall be final and not appealable or otherwise susceptible to  
25 challenge. If the Administrator has reason to question the authenticity of a  
26 Request for Exclusion, the Administrator may demand additional proof of the  
27 Class Member's identity. The Administrator's determination of authenticity  
28 shall be final and not appealable or otherwise susceptible to challenge.

1 7.5.3. Every Class Member who does not submit a timely and valid Request for  
2 Exclusion is deemed to be a Participating Class Member under this  
3 Agreement, entitled to all benefits and bound by all terms and conditions of  
4 the Settlement, including the Participating Class Members' Releases under  
5 Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the  
6 Participating Class Member actually receives the Class Notice or objects to  
7 the Settlement.

8 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is  
9 a Non-Participating Class Member and shall not receive an Individual Class  
10 Payment or have the right to object to the class action components of the  
11 Settlement. Because future PAGA claims are subject to claim preclusion  
12 upon entry of the Judgment, Non-Participating Class Members who are  
13 Aggrieved Employees are deemed to release the claims identified in  
14 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA  
15 Payment.

16 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days  
17 after the Administrator mails the Class Notice (plus an additional 14 days for Class  
18 Members whose Class Notice is re-mailed) to challenge the number of Class  
19 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the  
20 Class Notice. The Class Member may challenge the allocation by communicating  
21 with the Administrator via fax, email or mail. The Administrator must encourage the  
22 challenging Class Member to submit supporting documentation. In the absence of  
23 any contrary documentation, the Administrator is entitled to presume that the  
24 Workweeks contained in the Class Notice are correct so long as they are consistent  
25 with the Class Data. The Administrator's determination of each Class Member's  
26 allocation of Workweeks and/or Pay Periods shall be final and not appealable or  
27 otherwise susceptible to challenge. The Administrator shall promptly provide copies  
28

of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representatives' Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and the Class Representatives' Service

1 Payments, the Final Approval and the Judgment. The Administrator will also  
2 maintain and monitor an email address and a toll-free telephone number to  
3 receive Class Member calls, faxes and emails.

4 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will  
5 promptly review on a rolling basis Requests for Exclusion to ascertain their  
6 validity. Not later than 5 days after the expiration of the deadline for  
7 submitting Requests for Exclusion, the Administrator shall email a list to  
8 Class Counsel and Defense Counsel containing (a) the names and other  
9 identifying information of Class Members who have timely submitted valid  
10 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying  
11 information of Class Members who have submitted invalid Requests for  
12 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted  
13 (whether valid or invalid).

14 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written  
15 reports to Class Counsel and Defense Counsel that, among other things, tally  
16 the number of: Class Notices mailed or re-mailed, Class Notices returned  
17 undelivered, Requests for Exclusion (whether valid or invalid) received,  
18 objections received, challenges to Workweeks and/or Pay Periods received  
19 and/or resolved, and checks mailed for Individual Class Payments and  
20 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must  
21 include provide the Administrator’s assessment of the validity of Requests for  
22 Exclusion and attach copies of all Requests for Exclusion and objections  
23 received.

24 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the  
25 authority to address and make final decisions consistent with the terms of this  
26 Agreement on all Class Member challenges over the calculation of  
27 Workweeks and/or Pay Periods. The Administrator’s decision shall be final  
28 and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

**8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of May 20, 2022, (1) there are 2,678 Class Members and 56,089 Total Workweeks through May 20, 2022, and (2) there were 2,678 Aggrieved Employees who worked 31,216 Pay Periods through May 20, 2022. If it is determined that the actual Total Workweeks through May 20, 2022 exceeds 56,089 by more than ten percent (10%), then Defendant shall have the option of either (a) closing the release period on the date the

1 Class Members reach the ten percent (10%) threshold, or (b) increasing the Gross  
2 Settlement Amount on a proportional basis by the same number of percentage points above  
3 ten percent (10%) (i.e., a twelve percent (12%) difference shall require an additional 2%  
4 increase of the Gross Settlement Amount).

5 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for  
6 Exclusion identified in the Exclusion List exceeds ten (10) percent of the total of all Class  
7 Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The  
8 Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no  
9 force or effect whatsoever, and that neither Party will have any further obligation to perform  
10 under this Agreement; provided, however, Defendant will remain responsible for paying all  
11 Settlement Administration Expenses incurred to that point. Defendant must notify Class  
12 Counsel and the Court of its election to withdraw not later than ten (10) days after the  
13 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no  
14 effect.

15 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared  
16 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the  
17 Settlement that includes a request for approval of the PAGA settlement under Labor Code  
18 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment  
19 (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these  
20 documents to Defense Counsel not later than seven days prior to filing the Motion for Final  
21 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person  
22 or by telephone, and in good faith, to resolve any disagreements concerning the Motion for  
23 Final Approval.

24 10.1. Response to Objections. Each Party retains the right to respond to any objection  
25 raised by a Participating Class Member, including the right to file responsive  
26 documents in Court no later than five court days prior to the Final Approval Hearing,  
27 or as otherwise ordered or accepted by the Court.  
28

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representatives' Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires

a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives' Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**12. ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any

litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel, agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. Confidentiality After Preliminary Approval. Neither Plaintiffs nor Class Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be

1 construed to restrict Class Counsel's ability to communicate with Class Members in  
2 accordance with Class Counsel's ethical obligations owed to Class Members.

3 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this  
4 Agreement together with its attached exhibits shall constitute the entire agreement  
5 between the Parties relating to the Settlement, superseding any and all oral  
6 representations, warranties, covenants, or inducements made to or by any Party.

7 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and  
8 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all  
9 appropriate action required or permitted to be taken by such Parties pursuant to this  
10 Agreement to effectuate its terms, and to execute any other documents reasonably  
11 required to effectuate the terms of this Agreement including any amendments to this  
12 Agreement.

13 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use  
14 their best efforts, in good faith, to implement the Settlement by, among other things,  
15 modifying the Settlement Agreement, submitting supplemental evidence and  
16 supplementing points and authorities as requested by the Court. In the event the  
17 Parties are unable to agree upon the form or content of any document necessary to  
18 implement the Settlement, or on any modification of the Agreement that may become  
19 necessary to implement the Settlement, the Parties will seek the assistance of a  
20 mediator and/or the Court for resolution.

21 12.8. No Prior Assignments. The Parties separately represent and warrant that they have  
22 not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
23 transfer, or encumber to any person or entity and portion of any liability, claim,  
24 demand, action, cause of action, or right released and discharged by the Party in this  
25 Settlement.

26 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel  
27 are providing any advice regarding taxes or taxability, nor shall anything in this  
28

Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and Settlement Class Counsel:

Justin Marquez  
Benjamin Haber  
Arrash T. Fattahi  
**Wilshire Law Firm, PLC**  
Los Angeles, CA 90010  
Telephone: (213) 381 9988, Ext. 217  
Fax: (213) 381-9989  
Emails: [justin@wilshirelawfirm.com](mailto:justin@wilshirelawfirm.com);  
[benjamin@wilshirelawfirm.com](mailto:benjamin@wilshirelawfirm.com);  
[afattahi@wilshirelawfirm.com](mailto:afattahi@wilshirelawfirm.com)

To Defendant and Defendant’s Counsel:

Alecia W. Winfield  
Krystal Saleh  
**LITTLER MENDELSON, P.C.**  
2049 Century Park East, 6th Floor  
Los Angeles, CA 90067  
Telephone: 310-553-0308  
E-mails: [awinfield@littler.com](mailto:awinfield@littler.com); [ksaleh@littler.com](mailto:ksaleh@littler.com)

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the

Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**[SIGNATURES ON FOLLOWING PAGE]**

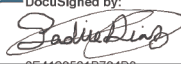
Dated: 2/21/2023, 2023

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 Maria Jaimes  
 Plaintiff and Class Representative

Dated: 2/21/2023, 2023

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 Virginia Ordaz  
 Plaintiff and Class Representative

Dated: 2/21/2023, 2023

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 Sadie Diazbarriga  
 Plaintiff and Class Representative

Dated: Feb 23, 2023, 2023

  
 Avery Williams (Feb 23, 2023 08:26 PST)  
 Avery Williams  
 Co-Chief Executive Officer  
 Defendant Infiniti Health, LLC

Dated: Feb 23, 2023, 2023

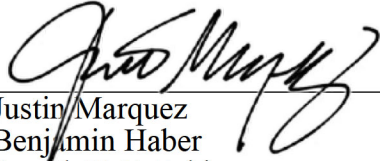
  
 Francisco Zeledon (Feb 23, 2023 06:01 PST)  
 Frank Zeledon  
 Co-Chief Executive Officer  
 Defendant Infiniti Health, LLC

Dated: Feb 22, 2023, 2023

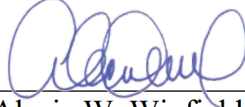
  
 Steve Donell (Feb 22, 2023 13:48 PST)  
 Steve Donell  
 Court Appointed Provisional Manager  
 Defendant Infiniti Health, LLC

**APPROVED AS TO FORM AND CONTENT:**

Dated: February 21, 2023

  
Justin Marquez  
Benjamin Haber  
Arrash T. Fattahi  
Counsel for Plaintiffs and the Putative Class

Dated: February 23, 2023, 2023

  
Alecia W. Winfield  
Krystal Saleh  
Counsel for Defendant Infiniti Health, LLC

4877-8656-0593.1 / 115795-1003

# **EXHIBIT A**

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1 because you didn't work during the PAGA Period.)

2 The above estimates are based on Defendant's records showing that **you worked**  
3 **workweeks** during the Class Period and **you worked \_\_\_\_\_ workweeks** during the PAGA Period. If  
4 you believe that you worked more workweeks during either period, you can submit a challenge by the  
5 deadline date. See Section 4 of this Notice.

6 The Court has already preliminarily approved the proposed Settlement and approved this  
7 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected  
8 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read  
9 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve  
10 the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys  
11 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to  
12 make payments under the Settlement and requires Class Members and Aggrieved Employees to give  
13 up their rights to assert certain claims against Defendant.

14 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two  
15 basic options under the Settlement:

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement  
17 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As  
18 a Participating Class Member, though, you will give up your right to assert Class Period  
19 wage claims and PAGA Period penalty claims against Defendant.

20 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement  
21 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the  
22 Administrator in writing. If you opt-out of the Settlement, you will not receive an  
23 Individual Class Payment. You will, however, preserve your right to personally pursue  
24 Class Period wage claims against Defendant, and, if you are an Aggrieved Employee,  
25 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA  
26 portion of the proposed Settlement.

27 **Defendant will not retaliate against you for any actions you take with respect to the**  
28 **proposed Settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                          | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____.</b>                                        | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>     |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by _____.</b> | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. |
| <b>You Can Participate in</b>                                                                                                                                  | The Court's Final Approval Hearing is scheduled to take place on                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1 <b>the _____</b></p> <p>2 <b>Final Approval Hearing</b></p>                                                                                                                                | <p>_____ . You don't have to attend but you do have the right</p> <p>to appear (or hire an attorney to appear on your behalf at your own</p> <p>cost), in person, by telephone or by using the Court's virtual</p> <p>appearance platform. Participating Class Members can verbally object</p> <p>to the Settlement at the Final Approval Hearing. See Section 8 of this</p> <p>Notice.</p>                                                                                                                                                                                           |
| <p>7 <b>You Can Challenge the</b></p> <p>8 <b>Calculation of Your</b></p> <p>9 <b>Workweeks/Pay Periods</b></p> <p>10 <b>Written Challenges Must</b></p> <p>11 <b>be Submitted by _____</b></p> | <p>The amount of your Individual Class Payment and PAGA Payment (if</p> <p>any) depend on how many workweeks you worked at least one day</p> <p>during the Class Period and how many Pay Periods you worked at least</p> <p>one day during the PAGA Period, respectively. The number Class</p> <p>Period Workweeks and number of PAGA Period Pay Periods you</p> <p>worked according to Defendant's records is stated on the first page of</p> <p>this Notice. If you disagree with either of these numbers, you must</p> <p>challenge it by _____. See Section 4 of this Notice.</p> |

## 17 1. WHAT IS THE ACTION ABOUT?

18 Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating

19 California labor laws by failing to: pay for all hours worked/compensation due for services; pay

20 minimum wages; pay overtime wages; pay for off-the-clock work; inaccurate calculation of the regular

21 rate of pay for meal and rest period premium payments; provide meal periods; provide rest periods;

22 inaccurate wage statements; pay wages at termination; maintain and provide accurate and complete

23 records including wage statements; reimburse for necessary business expenses; pay sick pay; pay

24 COVID-19 paid sick leave; pay California paid sick leave; pay training pay; pay bonus pay; and that

25 Defendant engaged in unfair competition. Based on the same claims, Plaintiffs Jaimes and Plaintiff

26 Ordaz have also asserted a claim for civil penalties under the PAGA. Plaintiffs are represented by

27 attorneys in the Action: Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law

28 Firm, PLC ("Class Counsel").

1 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied  
2 with all applicable laws.

3 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

4 So far, the Court has made no determination whether Defendant or Plaintiffs is correct on the  
5 merits.

6 In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort  
7 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than  
8 continuing the expensive and time-consuming process of litigation. The negotiations were successful.  
9 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court  
10 to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have  
11 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the  
12 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not  
13 admit any violations or concede the merit of any claims.

14 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because  
15 they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering  
16 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is  
17 in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily  
18 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and  
19 scheduled a hearing to determine Final Approval.

20 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

21 1. Defendant Will Pay \$1,100,000.00 as the Gross Settlement Amount (Gross Settlement).

22 Defendant has agreed to deposit the Gross Settlement into an account controlled by the  
23 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the  
24 Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service  
25 Awards, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and  
26 penalties to be paid to the LWDA. Defendant will fund the Gross Settlement no later than  
27 thirty (30) days after the Effective Date (as that term is defined in Section 1.18 of the  
28 Agreement).

1 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,  
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from  
3 the Gross Settlement, the amounts of which will be decided by the Court at the Final  
4 Approval Hearing:

5 A. Up to \$366,630.00 (33.33% of the Gross Settlement), plus reasonable costs/expenses  
6 not to exceed \$25,000.00, to Class Counsel for attorneys' fees. To date, Class  
7 Counsel have worked and incurred expenses on the Action without payment.

8 B. Up to \$10,000 each to Plaintiff Jaimes and Plaintiff Ordaz and \$7,500 to Plaintiff  
9 Diazbarriga for filing the Action, working with Class Counsel and representing the  
10 Class. The Class Representatives' Services Payments will be the only monies  
11 Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any  
12 Individual PAGA Payment.

13 C. Up to \$20,000 to the Administrator for services administering the Settlement.

14 D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and  
15 25% in Individual PAGA Payments to the Aggrieved Employees based on their  
16 PAGA Period Pay Periods.

17 Participating Class Members have the right to object to any of these deductions. The Court  
18 will consider all objections.

19 3. Net Settlement Distributed to Class Members. After making the above deductions in  
20 amounts approved by the Court, the Administrator will distribute the rest of the Gross  
21 Settlement (the "Net Settlement") by making Individual Class Payments to Participating  
22 Class Members based on their Class Period Workweeks.

23 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court  
24 to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage  
25 Portion") and 90% to interest and penalties ("Non-Wage Portion.") The Wage Portion is  
26 subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately  
27 pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are  
28 counted as penalties rather than wages for tax purposes. The Administrator will report the

1 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on  
2 IRS 1099 Forms.

3 Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you  
4 any advice on whether your Payments are taxable or how much you might owe in taxes. You  
5 are responsible for paying all taxes (including penalties and interest on back taxes) on any  
6 Payments received from the proposed Settlement. You should consult a tax advisor if you  
7 have any questions about the tax consequences of the proposed Settlement.

- 8 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual  
9 Class Payments and Individual PAGA Payments will show the date when the check expires  
10 (the void date). If you don't cash it by the void date, your check will be automatically  
11 cancelled, and the monies will be deposited with the California Controller's Unclaimed  
12 Property Fund in your name. If the monies represented by your check is sent to the  
13 Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on  
14 how to retrieve your money.
- 15 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a  
16 Participating Class Member, participating fully in the Class Settlement, unless you notify the  
17 Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest  
18 way to notify the Administrator is to send a written and signed Request for Exclusion by  
19 \_\_\_\_\_. The Request for Exclusion should be a letter from a Class Member or  
20 his/her representative setting forth a Class Member's name, present address, telephone  
21 number, and a simple statement electing to be excluded from the Settlement. Excluded Class  
22 Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments  
23 but will preserve their rights to personally pursue wage and hour claims against Defendant.  
24 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude  
25 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for  
26 Individual PAGA Payments and are required to give up their right to assert PAGA claims  
27 against Defendant based on the PAGA Period facts alleged in the Action.  
28

- 1 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the  
2 Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It  
3 is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and  
4 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not  
5 pay any money and Class Members will not release any claims against Defendant.
- 6 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the  
7 “Administrator”) to send this Notice, calculate and make payments, and process Class  
8 Members’ Requests for Exclusion. The Administrator will also decide Class Member  
9 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform  
10 other tasks necessary to administer the Settlement. The Administrator’s contact information  
11 is contained in Section 9 of this Notice.
- 12 9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully  
13 funded the Gross Settlement and separately paid all employer payroll taxes, Participating  
14 Class Members will be legally barred from asserting any of the claims released under the  
15 Settlement. This means that unless you opted out by validly excluding yourself from the  
16 Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against  
17 Defendant or related entities for wages based on the Class Period facts and PAGA penalties  
18 based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

19 The Participating Class Members will be bound by the following release:

20 Each Class Member, on behalf of themselves and their respective  
21 former and present representatives, agents, attorneys, heirs,  
22 administrators, successors, and assigns, who does not opt out of the  
23 Settlement shall be deemed to release Infiniti Health, LLC, and any of  
24 their present, former, and future direct or indirect parent companies,  
25 present owners, former owners, future owners, subsidiaries,  
26 predecessors, successors and affiliates, as well as each of its past,  
27 present and future shareholders, officers, directors, members,  
28 employees, partners, members, shareholders and agents, attorneys,  
insurers, reinsurers, and any individual or entity which could be jointly  
liable with Defendant or any of them (the “Released Parties”) from  
any and all claims, known or unknown that: were asserted in any  
and/or all of the complaints in the Action and/or any of Plaintiffs’  
letters to the LWDA (including any subsequently amended complaints  
or letters); and/or any and all claims, known or unknown, that were  
asserted based on any or all the factual allegations in all of the  
complaints in the Action and/or any of Plaintiffs’ letters to the LWDA

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

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

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

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

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until \_\_\_\_\_ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges

1 based on your submission and on input from Class Counsel (who will advocate on behalf of  
2 Participating Class Members) and Defendant's Counsel. The Administrator's decision is  
3 final. You can't appeal or otherwise challenge its final decision.

#### 4 **5. HOW WILL I GET PAID?**

- 5 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to  
6 every Participating Class Member (i.e., every Class Member who doesn't opt-out) including  
7 those who also qualify as Aggrieved Employees. The single check will combine the  
8 Individual Class Payment and the Individual PAGA Payment.
- 9 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single  
10 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class  
11 Settlement (i.e., every Non-Participating Class Member).

12 **Your check will be sent to the same address as this Notice. If you change your address,**  
13 **be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**  
14 **Administrator's contact information.**

#### 15 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

16 Submit a written and signed letter with your name, present address, telephone number, and a  
17 simple statement that you do not want to participate in the Settlement. The Administrator will  
18 exclude you based on any writing communicating your request be excluded. Be sure to  
19 personally sign your request, identify the Action as *Maria Jaimes, et al. v. Infiniti Health, LLC,*  
20 *Los Angeles County Superior Court, Case No. 22STCV07261*, and include your identifying  
21 information (full name, address, telephone number, approximate dates of employment, and social  
22 security number for verification purposes). You must make the request yourself. If someone  
23 else makes the request for you, it will not be valid. **The Administrator must be sent your**  
24 **request to be excluded by \_\_\_\_\_, or it will be invalid.** Section 9 of the Notice has  
25 the Administrator's contact information.

#### 26 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

27 Only Participating Class Members have the right to object to the Settlement. Before deciding  
28 whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

1 approve. At least 16 days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel  
2 and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other  
3 things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation  
4 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'  
5 fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class  
6 Representatives' Service Awards. Upon reasonable request, Class Counsel (whose contact  
7 information is in Section 9 of this Notice) will send you copies of these documents at no cost to  
8 you. You can also view them on the Administrator's Website [**need details**] or the Court's  
9 website <https://www.lacourt.org/>.

10 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for  
11 Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to  
12 object, for example, that the proposed Settlement is unfair, or that the amounts requested by  
13 Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written**  
14 **objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you  
15 object to, why you object, and any facts that support your objection. Make sure you identify the  
16 *Action Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case*  
17 *No. 22STCV07261*, and include your name, current address, telephone number, and approximate  
18 dates of employment for Defendant and sign the objection. Section 9 of this Notice has the  
19 Administrator's contact information.

20 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at  
21 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready  
22 to tell the Court what you object to, why you object, and any facts that support your objection.  
23 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval  
24 Hearing.

## 25 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

26 You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at **(time)** in  
27 Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles,  
28 CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement

1 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator.  
2 The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a  
3 decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect  
4 (<https://www.lacourt.org/lacc>). Check the Court's website for the most current information.  
5 It's possible the Court will reschedule the Final Approval Hearing. You should check the  
6 Administrator's website [**need details**] beforehand or contact Class Counsel to verify the date and  
7 time of the Final Approval Hearing.

## 8 **9. HOW CAN I GET MORE INFORMATION?**

9 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed  
10 Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents  
11 is to go to       (specify entity)      's website at       (url)      . You can also telephone or  
12 send an email to Class Counsel or the Administrator using the contact information listed below, or  
13 consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>)  
14 and entering the Case Number for the Action, Case No. 22STCV07261. You can also make an  
15 appointment to personally review court documents in the Clerk's Office at the Stanley Mosk  
16 Courthouse by calling (213) 830-0800.

## 17 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 18 **ABOUT THE SETTLEMENT.**

### 19 Class Counsel:

20 Justin F. Marquez  
21 Benjamin H. Haber  
22 Arrash T. Fattahi  
23 **Wilshire Law Firm, PLC**  
24 Los Angeles, California 90010  
25 Telephone: (213) 784-3830  
26 Fax: (213) 381-9989  
27 Emails: [justin@wilshirelawfirm.com](mailto:justin@wilshirelawfirm.com);  
28 [benjamin@wilshirelawfirm.com](mailto:benjamin@wilshirelawfirm.com); [afattahi@wilshirelawfirm.com](mailto:afattahi@wilshirelawfirm.com)

1        Settlement Administrator:

2        Name of Company: \_\_\_\_\_

3        Email Address: \_\_\_\_\_

4        Mailing Address: \_\_\_\_\_

5        Telephone: \_\_\_\_\_

6        Fax Number: \_\_\_\_\_

7        **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

8        If you lose or misplace your settlement check before cashing it, the Administrator will replace it as  
9        long as you request a replacement before the void date on the face of the original check. If your check  
10       is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve  
11       the funds.

12       **11. WHAT IF I CHANGE MY ADDRESS?**

13       To receive your check, you should immediately notify the Administrator if you move or otherwise  
14       change your mailing address.

# 2023 02-21 Settlement Agreement (wlf signed)

Final Audit Report

2023-02-23

|                 |                                             |
|-----------------|---------------------------------------------|
| Created:        | 2023-02-22                                  |
| By:             | Katie Goldin (katie.goldin@fedreceiver.com) |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAAOc_HEe2mIOPK4j47lXJhOJCeDkfdKOh |

## "2023 02-21 Settlement Agreement (wlf signed)" History

-  Document created by Katie Goldin (katie.goldin@fedreceiver.com)  
2023-02-22 - 9:43:20 PM GMT- IP address: 75.223.168.219
-  Document emailed to Steve Donell (steve.donell@fedreceiver.com) for signature  
2023-02-22 - 9:45:32 PM GMT
-  Email viewed by Steve Donell (steve.donell@fedreceiver.com)  
2023-02-22 - 9:47:45 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Steve Donell (steve.donell@fedreceiver.com)  
Signature Date: 2023-02-22 - 9:48:07 PM GMT - Time Source: server- IP address: 166.196.75.60
-  Document emailed to franciscoz@infinitihealth.org for signature  
2023-02-22 - 9:48:08 PM GMT
-  Email viewed by franciscoz@infinitihealth.org  
2023-02-23 - 2:00:18 PM GMT- IP address: 166.196.75.106
-  Signer franciscoz@infinitihealth.org entered name at signing as Francisco Zeledon  
2023-02-23 - 2:01:25 PM GMT- IP address: 166.196.75.106
-  Document e-signed by Francisco Zeledon (franciscoz@infinitihealth.org)  
Signature Date: 2023-02-23 - 2:01:27 PM GMT - Time Source: server- IP address: 166.196.75.106
-  Document emailed to avery.williams@infinitihealth.org for signature  
2023-02-23 - 2:01:28 PM GMT
-  Email viewed by avery.williams@infinitihealth.org  
2023-02-23 - 4:24:28 PM GMT- IP address: 72.199.228.199
-  Signer avery.williams@infinitihealth.org entered name at signing as Avery Williams  
2023-02-23 - 4:26:06 PM GMT- IP address: 72.199.228.199



Document e-signed by Avery Williams (avery.williams@infinitihealth.org)

Signature Date: 2023-02-23 - 4:26:08 PM GMT - Time Source: server- IP address: 72.199.228.199



Agreement completed.

2023-02-23 - 4:26:08 PM GMT



**Adobe Acrobat Sign**

# Exhibit 2

## Ashley Narinyans

---

**From:** DIR PAGA Unit <lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, February 24, 2023 5:31 PM  
**To:** Ashley Narinyans  
**Subject:** Thank you for your Other Response or Document Submission

02/24/2023 05:29:07 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# Exhibit 3

Wilshire Law Firm, PLC  
Transaction Detail by Account  
All Transactions

8/2/2023  
Accrual Basis

| Type                              | Date       | Num       | Memo                                          | Amount           | Balance          |
|-----------------------------------|------------|-----------|-----------------------------------------------|------------------|------------------|
| <b>COS</b>                        |            |           |                                               |                  |                  |
| <b>EXPERT FEES</b>                |            |           |                                               |                  |                  |
|                                   | 6/24/2022  | 105414    | Mediation Fee                                 | 12,500.00        | 12,500.00        |
|                                   | 7/28/2022  | 6446      | Expert Fees                                   | 1,625.00         | 1,625.00         |
| <b>Total EXPERT FEES</b>          |            |           |                                               | 14,125.00        | 14,125.00        |
| <b>Legal Expenses</b>             |            |           |                                               |                  |                  |
|                                   | 3/4/2022   |           | PAGA Fee                                      | 75.00            | 75.00            |
|                                   | 3/8/2022   | 845970981 | Legal Research                                | 23.65            | 23.65            |
|                                   | 3/8/2022   | 845970981 | Legal Research                                | 11.82            | 11.82            |
|                                   | 5/31/2022  |           | Doc Retrieval                                 | 2.00             | 2.00             |
|                                   | 8/8/2022   | 261282    | Case Anywhere                                 | 117.45           | 117.45           |
|                                   | 8/11/2022  | 846791965 | Legal Research                                | 39.98            | 39.98            |
|                                   | 11/10/2022 | 269970    | Case Anywhere                                 | 153.00           | 153.00           |
|                                   | 2/9/2023   | 12034     | Doc Retrieval                                 | 5.00             | 5.00             |
|                                   | 2/10/2023  | 278552    | Case Anywhere                                 | 213.00           | 213.00           |
|                                   | 5/10/2023  | 287422    | Case Anywhere                                 | 183.00           | 183.00           |
| <b>Total Legal Expenses</b>       |            |           |                                               | 823.90           | 823.90           |
| <b>Process Service Fees</b>       |            |           |                                               |                  |                  |
|                                   | 3/1/2022   | 45319     | Attorney Services                             | 1,663.50         | 1,663.50         |
|                                   | 3/28/2022  | 46101     | Attorney Services                             | 144.00           | 144.00           |
|                                   | 4/4/2022   | 46173     | Attorney Services                             | 147.40           | 147.40           |
|                                   | 4/6/2022   | 46480     | Attorney Services                             | 85.00            | 85.00            |
|                                   | 4/12/2022  | 46616     | Attorney Services                             | 45.00            | 45.00            |
|                                   | 5/13/2022  |           | Attorney Services                             | 172.65           | 172.65           |
|                                   | 5/26/2022  |           | Attorney Services                             | 465.03           | 465.03           |
|                                   | 6/9/2022   |           | Attorney Services                             | 45.00            | 45.00            |
|                                   | 6/9/2022   |           | Attorney Services                             | 142.00           | 142.00           |
|                                   | 8/10/2022  |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 8/12/2022  |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 8/30/2022  |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 10/13/2022 |           | Attorney Services                             | 37.78            | 37.78            |
|                                   | 11/18/2022 |           | Attorney Services                             | 38.81            | 38.81            |
|                                   | 12/1/2022  |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 12/1/2022  |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 12/1/2022  |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 12/14/2022 |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 12/19/2022 |           | Attorney Services                             | 38.81            | 38.81            |
|                                   | 1/5/2023   |           | Attorney Services                             | 18.22            | 18.22            |
|                                   | 1/9/2023   |           | Attorney Services                             | 79.99            | 79.99            |
|                                   | 1/23/2023  |           | Attorney Services                             | 2.00             | 2.00             |
|                                   | 2/1/2023   |           | Attorney Services                             | 18.69            | 18.69            |
|                                   | 2/16/2023  |           | Attorney Services                             | 109.95           | 109.95           |
|                                   | 2/24/2023  |           | Attorney Services                             | 18.69            | 18.69            |
|                                   | 2/27/2023  |           | Attorney Services                             | 18.69            | 18.69            |
|                                   | 3/14/2023  |           | Attorney Services                             | 18.69            | 18.69            |
|                                   | 3/23/2023  |           | Attorney Services                             | 18.69            | 18.69            |
| <b>Total Process Service Fees</b> |            |           |                                               | 3,456.13         | 3,456.13         |
| <b>Other Costs</b>                |            |           |                                               |                  |                  |
|                                   | 7/19/2021  |           | Case Administration Fee for In-House Services | 500.00           | 500.00           |
|                                   | 7/23/2021  | E-526659  | Printing Costs                                | 5.86             | 5.86             |
|                                   | 7/23/2021  | E-526658  | Printing Costs                                | 5.86             | 5.86             |
|                                   | 7/23/2021  | E-526605  | Printing Costs                                | 5.86             | 5.86             |
|                                   | 7/23/2021  | E-526604  | Printing Costs                                | 5.86             | 5.86             |
|                                   | 10/1/2021  | E-600256  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 10/1/2021  | E-600254  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 10/5/2021  | E-609814  | Printing Costs                                | 6.50             | 6.50             |
|                                   | 10/5/2021  | E-606567  | Printing Costs                                | 4.33             | 4.33             |
|                                   | 10/5/2021  | E-606566  | Printing Costs                                | 4.33             | 4.33             |
|                                   | 11/4/2021  | E-662228  | Printing Costs                                | 1.25             | 1.25             |
|                                   | 11/4/2021  | E-661632  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-717037  | Printing Costs                                | 12.50            | 12.50            |
|                                   | 12/3/2021  | E-715946  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-715945  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-715944  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-715942  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-715950  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-715948  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/3/2021  | E-715947  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 12/1/2022  | E-2427764 | Printing Costs                                | 15.25            | 15.25            |
|                                   | 2/17/2022  | E-817767  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 2/17/2022  | E-817766  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 3/2/2022   | E-837790  | Printing Costs                                | 6.13             | 6.13             |
|                                   | 3/4/2022   | E-1471008 | Printing Costs                                | 6.50             | 6.50             |
|                                   | 3/4/2022   | E-841315  | Printing Costs                                | 6.33             | 6.33             |
|                                   | 3/4/2022   | E-841314  | Printing Costs                                | 6.33             | 6.33             |
|                                   | 6/29/2022  |           | Lunch meeting                                 | 180.13           | 180.13           |
|                                   | 7/12/2022  |           | Lunch during mediation                        | 114.53           | 114.53           |
| <b>Total Other Costs</b>          |            |           |                                               | 961.11           | 961.11           |
| <b>TOTAL</b>                      |            |           |                                               | <b>19,366.14</b> | <b>19,366.14</b> |

**PROOF OF SERVICE**

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

STATE OF CALIFORNIA        )  
                                                  )  
COUNTY OF LOS ANGELES    )

I, Sandy S. Sespene, 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., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **August 3, 2023**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF 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](mailto:awinfield@littler.com)

Krystal Saleh (SBN 320932)

[ksaleh@littler.com](mailto: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 the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **August 3, 2023** at Los Angeles, California.

  
\_\_\_\_\_  
Sandy S. Sespene