

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff Tamiko Brooks

JUSTICE LAW CORPORATION

Douglas Han (SBN 232858)
dhan@justicelawcorp.com
Shunt Tatavos-Gharajeh (SBN 272164)
statavos@justicelawcorp.com
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
Attorneys for Plaintiff Alyssa Webb,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TAMIKO BROOKS and ALYSSA WEBB, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE OF
CALIFORNIA, LLC, a Delaware Limited
Liability Company; HOME CARE
ASSISTANCE, INC., a California
Corporation; HOME CARE ASSISTANCE,
LLC, a Delaware Limited Liability Company,
and DOES 1 through 100,

Defendants.

Case No. 21STCV06850

*[Case assigned for all purposes to the Hon.
Doreen B. Boxer, Dept. 19]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
REPRESENTATIVE ENHANCEMENT
PAYMENT**

RESERVATION ID 600106760667

Date: July 8, 2025
Time: 8:30 a.m.
Dept.: 19

Action Filed: February 22, 2021
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Tamiko Brooks and Alyssa Webb (collectively, “Plaintiffs”) for
3 Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable
4 Attorneys’ Fees and Costs, and Representative Enhancement Payment, came on regularly for
5 hearing before this Court on July 8, 2025, at 8:30 a.m. Having considered the PAGA Settlement
6 Agreement, attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of
7 Plaintiffs’ Motion, entered into between Plaintiffs and Defendant TheKey of California, LLC
8 f/k/a Home Care Assistance of California, LLC (“Defendant”), and the documents and evidence
9 presented in support thereof, and recognizing the disputed issues involved in this case, the risks
10 of further prosecution, the benefits to be received by the State of California and the PAGA
11 Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a
12 final ruling pursuant to Labor Code § 2699(*l*) that the proposed Settlement Agreement is fair,
13 reasonable, and adequate, and is the product of good faith, arms’-length negotiations between the
14 parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs’ Motion for
15 Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable
16 Attorneys’ Fees and Costs, and Representative Enhancement Payments, and HEREBY ORDERS
17 as follows:

18 1. The “PAGA Aggrieved Employees” will be defined as: “all Defendant’s current
19 and former non-exempt caregiver employees in California who worked at any time during the
20 PAGA Period.”

21 2. The “PAGA Period” is defined as August 21, 2019 to June 21, 2024.

22 3. The Court hereby approves the Settlement as set forth in the PAGA Settlement
23 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA
24 Settlement Agreement according to its terms.

25 4. The Court orders that Defendant will pay the Gross Settlement Amount of
26 \$3,700,000.00 to the Settlement Administrator within sixty-five (65) calendar days of the date of
27 this Order.
28

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.
3 Mail to the PAGA Aggrieved Employees along with the Individual PAGA Payments.

4 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

5 7. Within ten (10) business days of the date of this Order, Defendant will provide the
6 Settlement Administrator with the full names, mailing addresses, telephone numbers, social
7 security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved
8 Employees.

9 8. The Settlement Administrator is directed to mail the Individual PAGA Payments,
10 as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved
11 Employees within the time limits specified in the Settlement Agreement.

12 9. The Court finds that attorneys’ fees in the total amount of \$1,233,333.33 and
13 reimbursement of litigation costs of \$30,511.01 to Haines Law Group, APC, and \$22,004.29 to
14 Justice Law Corporation, are fair, reasonable, and adequate, and orders that the Settlement
15 Administrator distribute these payments to Plaintiffs’ Counsel as provided for in the Settlement
16 Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$29,950 for all of
18 its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the Plaintiffs’ Representative Service Payments in the amount
20 of \$5,000.00 to each Plaintiff (\$10,000.00 total) is appropriate for the risks they undertook and
21 their service to the PAGA Aggrieved Employees and the State of California. The Court finds that
22 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
23 this payment in conformity with the terms of the Settlement.

24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency (“LWDA”) in the amount of \$1,780,651.03 (representing 75% of the
26 PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair,
27 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
28 terms of the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the releases contained in the Settlement
2 Agreement.

3 a. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs
4 and their respective former and present spouses, representatives, agents, attorneys (including
5 PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge
6 Released Parties¹ from all claims, transactions or occurrences that occurred during the PAGA
7 Period, including, but not limited to: all claims that were, or reasonably could have been, alleged,
8 based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiffs’
9 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this Settlement
10 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
11 security benefits, workers’ compensation benefits that arose at any time or based on occurrences
12 outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law
13 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but
14 agree, nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

16 b. Upon the Effective Date, as defined in the Settlement Agreement, All PAGA
17 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
19 Released Parties from all PAGA claims that are based on the Labor Code violations pled in the
20 Operative Complaint or Plaintiffs’ PAGA Notices, or which could have been pled in the Operative
21 Complaint in the Action based on the factual allegations therein, that arose during the PAGA
22 Period. PAGA Aggrieved Employees other than Plaintiffs will not be releasing any underlying
23
24

25 ¹ “Released Parties” is defined in the Settlement Agreement as: “Defendant, its past and present
26 officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs,
27 representatives, accountants, auditors, consultants, and Defendant’s respective successors and
28 predecessors in interest, subsidiaries, affiliates, parents and attorneys. For clarity, “Released
Parties” includes, but is not limited to, TheKey of California, LLC (f/k/a Home Care Assistance
of California, LLC), Home Care Assistance, Inc., TheKey Holdings, LLC (f/k/a Home Care
Assistance Holdings, LLC) and TheKey, LLC (f/k/a Home Care Assistance, LLC).

1 wage and hour claims through this Settlement, only PAGA claims. PAGA Aggrieved Employees
2 will not be provided with the opportunity to opt out of this PAGA Release.

3 c. Upon the Effective Date, as defined in the Settlement Agreement, PAGA
4 Counsel release on behalf of their present and former attorneys, employees, agents, successors
5 and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the
6 Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA
7 Notice.

8 14. Without affecting the finality of this Final Judgment and Order in any way, the
9 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
10 of the Settlement Agreement.

11 **IT IS SO ORDERED.**

12 Dated: _____

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14 Doreen B. Boxer
15 Judge of the Superior Court
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