

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fshmidt@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

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]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S 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
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Tamiko Brooks (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. Defendant TheKey of California, LLC f/k/a Home Care Assistance of California,
2 LLC (“Defendant”) provides in-home health care services to elderly individuals throughout
3 California. Plaintiff Brooks worked intermittently as a non-exempt Caregiver from 2016 to
4 February 2020, assisting elderly and disabled individuals with daily activities such as meal
5 preparation, laundry, feeding, bathing, dressing, and running errands. Plaintiff Webb worked as a
6 Caregiver until approximately June 2020, assisting disabled individuals with feeding, dressing,
7 laundry, cleaning, driving, medication use, minor medical care, and personal hygiene. Like all
8 PAGA Aggrieved Employees, Plaintiffs were subject to Defendant’s wage and hour policies and
9 practices.

10 10. Plaintiff Brooks filed this representative PAGA action on February 22, 2021, after
11 submitting a PAGA Notice Letter to the LWDA on December 17, 2020 and exhausting her
12 administrative remedies. Similarly, Plaintiff Webb submitted her PAGA Notice Letter on August
13 21, 2020, and filed her PAGA action, titled *Alyssa Webb v. Home Care Assistance, Inc., et. al.*,
14 Santa Clara Case No. 20CV373703 (the “Webb Action”), on November 8, 2020.

15 11. The parties engaged in substantial written and deposition discovery until June 15,
16 2022, when the U.S. Supreme Court issued its decision in *Viking River Cruises, Inc. v. Moriana*
17 (2022) 596 U.S. 639, holding that individual PAGA claims could be compelled to arbitration if
18 required by the arbitration agreement. In response, on July 12, 2022, Plaintiff Brooks initiated
19 arbitration for her individual wage and hour claims and individual PAGA claim. On December
20 13, 2022, this PAGA case was stayed pending the California Supreme Court’s decision in *Adolph*
21 *v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104 (ultimately holding that a representative
22 plaintiff maintains standing to pursue representative PAGA claims pending arbitration of
23 individual claims), and the resolution of Plaintiff Brooks’ individual arbitration.

24 12. Before the Brooks arbitration hearing, the parties agreed to attend a global
25 mediation of all outstanding PAGA claims. In preparation for mediation, Defendant produced
26 electronic timekeeping and payroll records for all non-exempt employees in California during the
27 PAGA Period, along with all applicable handbooks and training materials. Plaintiffs then retained
28 an expert to conduct a comprehensive exposure analysis of the PAGA claims.

1 13. On March 22, 2024, the parties participated in private mediation with Hon. Amy
2 D. Hogue (Ret.). During mediation, the Parties debated the legal bases for their claims and
3 defenses, their respective data analyses, and their positions regarding the extent to which the Court
4 might reduce any PAGA penalties recovered. Judge Hogue issued a mediator's proposal, which
5 was ultimately accepted, leading to months of negotiations over the final settlement terms now
6 before this Court for approval. A true and correct copy of the PAGA Settlement Agreement is
7 attached hereto as **Exhibit 1**. A true and correct copy of the Notice of PAGA Settlement and
8 Release of Claims is attached hereto as **Exhibit 2**.

9 14. On December 30, 2024, Plaintiff Brooks submitted a Supplemental PAGA Letter
10 to the LWDA, identifying additional Labor Code violations perpetrated by Defendant during the
11 PAGA Period. With the 65-day exhaustion period now complete, the parties will stipulate to
12 amend the complaint to name Plaintiff Webb as an additional plaintiff and incorporate the claims
13 from the Webb Action along with Brooks' supplemental allegations into this matter prior to the
14 hearing on this Motion. True and correct copies of the PAGA Notice Letters are attached hereto
15 as **Exhibit 7**.

16 15. Plaintiffs assert that Defendant maintained an unlawful rounding practice that
17 resulted in the underpayment of earned wages to Plaintiffs and other PAGA Aggrieved
18 Employees. Plaintiffs contend that Defendant recorded employee time to the minute then rounded
19 that time in a manner that disproportionately reduced employees' compensable work time. As a
20 result, Plaintiffs allege that this practice led to unpaid minimum and overtime wages. Defendant
21 maintains that the timekeeping system in place during the PAGA Period was neutral on its face
22 and operated in a non-discriminatory manner, consistent with the standard set forth in *See's Candy*
23 *Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889.

24 16. Plaintiffs assert that Defendant failed to provide uninterrupted 30-minute meal
25 periods commencing before the end of the fifth hour of work, second 30-minute meal periods
26 before the end of the tenth hour of work, and 10-minute rest periods for every four hours worked
27 or major fraction thereof. Specifically, caregivers were regularly unable to leave their clients
28 unattended in their home and were therefore forced to take their meal period while working or

forego their breaks altogether. Defendant admits that it did not require employees to record meal periods during the PAGA Period, as caregivers were subject to on-duty meal agreements and exempt from California's meal and rest period requirements under the personal attendant exemption in Wage Order 15. Defendant maintains that its employees qualify as personal attendants because their job duties align with the definition found in Wage Order 15 § 2(J). Specifically, employees spend more than 80% of their time supervising, feeding, or dressing individuals who require assistance due to age, physical disability, or mental deficiency. Defendant also disputes that caregivers were not provided meal periods during the shift, and that in practice, employees were able to take meal periods as tasks were completed. As to rest periods, Defendant argues that caregivers were regularly authorized to take rest periods throughout the workday and contends that Plaintiffs lack documentary evidence to substantiate alleged rest period violations.

17. Plaintiffs allege that Defendant failed to reimburse Plaintiffs and PAGA Aggrieved Employees for the use of their personal cell phones for essential work-related duties. Specifically, Plaintiffs contend that Defendant required employees to download and use the "Home Care" application (or access the web-based homepage) to clock in and out, receive schedules, communicate with supervisors, and report mileage, yet failed to reimburse employees for a reasonable portion of their monthly cell phone expenses. Defendant disputes these allegations, asserting that caregivers were not required to use the Home Care application to clock in and out, as they had the alternative option of using a client's home phone. Defendant further argues that the application was provided as a convenience rather than a requirement. Additionally, Defendant maintains that it had a written policy requiring reimbursement for all reasonable and necessary business expenses, and to the extent that any expenses were not reimbursed, it was due to employees failing to submit reimbursement requests.

18. Plaintiffs assert that Defendant's failure to pay all minimum wages, overtime wages, and meal and rest period premiums resulted in additional violations, including the failure to issue accurate itemized wage statements and maintain accurate employment records. Plaintiffs also contend Defendant perpetrated additional Labor Code violations during the PAGA Period including failing to pay for time spent undergoing mandatory COVID-19 screenings, failing to

1 pay all required reporting time pay, failing to pay sick pay, vacation pay, reporting time pay, and
2 waiting time penalties at the correct rate, and failing to provide adequate seating and permit their
3 use when not engaged in active duties during the workday. Defendant contends that any derivative
4 PAGA claims under Labor Code § 226 would be duplicative and unlikely to result in any
5 additional civil penalties under PAGA. Defendant further argues that, given its asserted good faith
6 defenses, this Court would likely exercise its discretion to substantially reduce any PAGA
7 penalties awarded.

8 19. Plaintiffs' counsel requests one-third of the GSA (\$1,233,333.33) in attorneys'
9 fees, and \$52,515.30 in actual litigation costs. This request is the same percentage sought in
10 *Laffitte*, and is fair and reasonable based on the percentage of the recovery method and is
11 consistent with Plaintiffs' counsel's experience in similar wage and hour class action and PAGA
12 matters. A true and correct copy of my firm's cost records, not including \$119.06 as expected
13 future costs for the filing and service of this Motion, is attached hereto as **Exhibit 4**. A true and
14 correct copy of the invoice received from expert David Breshears, of Hemming Morse is attached
15 hereto as **Exhibit 5**.

16 20. Plaintiffs' expert analyzed Defendant's timekeeping and payroll records and
17 concluded that Defendant's rounding practice resulted in systematic underpayment: 36% of pay
18 periods showed an underpayment, while 21% resulted in an overpayment, and 42% were
19 unaffected. The average time shaved was 1.2 minutes per shift, 6 minutes per pay period, and
20 4.61 hours per employee. The total underpayment amounted to 61,604 hours, equating to
21 \$1,587,535 in unpaid wages. 213,085 pay periods were impacted by underpayments due to
22 rounding.

23 21. Additionally, Plaintiffs' expert evaluated Defendant's meal and rest period
24 violations. Given the absence of on-duty meal agreements and Defendant's acknowledgment that
25 employees could only take breaks after completing all tasks, Plaintiffs assumed: Each shift over
26 6 hours triggered a meal period violation. Each shift over 3.5 hours triggered a rest period
27 violation. Caregivers worked 483,056 pay periods with shifts exceeding 6 hours and 592,270 pay
28 periods with shifts exceeding 3.5 hours.

1 22. Defendant began providing a monthly cell phone stipend in February 2021.
2 Plaintiffs' expert identified 144,984 pay periods before this reimbursement practice began, during
3 which employees incurred unreimbursed work-related cell phone expenses.

4 23. Combining these figures, Plaintiffs calculated Defendant's maximum PAGA
5 exposure with stacked penalties at 1,433,395 pay periods. However, the total pay periods worked
6 during the PAGA Period was only approximately 605,000.

7 24. Given that Plaintiffs' expert determined at least one violation occurred in nearly
8 every pay period, the realistic PAGA exposure was calculated as \$60,500,000 (605,000 pay
9 periods x \$100 per violation). However, Defendant did raise multiple defenses to Plaintiffs'
10 claims, particularly arguing that the "personal attendant exemption" applied, and that even if
11 liability was found, the Court would likely exercise its discretion to reduce penalties significantly.
12 To accurately reflect for these risks, Plaintiffs discounted the exposure figure by 70% to account
13 for the risk of losing on the merits and applied an additional 70% reduction to account for the risk
14 of penalty reduction by the Court, resulting in a realistic recovery of \$5,445,000.

15 25. The mediator's proposed settlement of \$3,700,000 represents 67.95% of Plaintiffs'
16 projected realistic recovery, an amount courts have found to be fair, reasonable, and adequate
17 while avoiding the cost and uncertainty of further litigation.

18 26. Since undertaking representation of Plaintiffs, Plaintiffs' counsel dedicated
19 substantial resources to this litigation, including expending \$52,515.30 in litigation costs, without
20 receiving any compensation to date. Plaintiffs' counsel's efforts include conducting pre-filing
21 investigation, analyzing Plaintiffs' claims, conducting legal research regarding the merits and
22 legal bases of Plaintiffs' claims and ability to recover penalties under the PAGA, conducting legal
23 research regarding Defendant's potential defenses, drafting and filing Plaintiffs' complaints and
24 three PAGA Notice Letters to the LWDA, attending various court hearings, engaged in formal
25 discovery, including drafting, meeting and conferring with Defendant's counsel, preparing and
26 defending Plaintiff Brooks' deposition, taking the deposition of Defendant's Persons Most
27 Qualified witness, reviewing hundreds of pages of policies and other relevant documents
28 produced by Defendant, meeting and conferring extensively with Defendant's counsel regarding

1 the case and Defendant's informal document production, retaining an expert to analyze
2 Defendant's document production, evaluating the timekeeping and payroll data prior to
3 mediation, drafting a mediation brief, preparing for and attending mediation, negotiating and
4 drafting the memorandum of understanding, negotiating and drafting the long-form Settlement
5 Agreement and PAGA Notice, preparing this Motion for settlement approval and all supporting
6 documents hereto, and otherwise litigating the case. Plaintiffs' counsel will spend additional time
7 attending the hearing on this Motion and overseeing the settlement administration process.

8 27. Plaintiffs also request that the Court approve \$29,950.00 in administration costs to
9 the Settlement Administrator, ILYM. ILYM was selected to administer this Settlement because
10 it is an experienced and well-respected settlement administrator, and returned a bid at a
11 competitive rate.

12 28. Plaintiffs seeks PAGA Representative Service Payments of \$5,000.00 each,
13 (\$10,000.00 total). This request is reasonable given Plaintiffs' efforts in this case, the time devoted
14 to the prosecution and resolution of this action, and the risks they undertook on behalf of the
15 PAGA Aggrieved Employees. Among other things, Plaintiffs searched for relevant documents
16 for use in this lawsuit, explained Defendant's policies and practices to their attorneys, and made
17 themselves available the entire day of mediation. Additionally, Plaintiff Brooks also prepared for
18 and sat for an entire day deposition. Plaintiffs estimate spending at least 25 hours on activities
19 that ultimately lead to the Settlement. Plaintiffs' counsel has compiled numerous PAGA Orders
20 approving service payments similar to the amounts requested here. True and correct copies of the
21 relevant orders are attached hereto as **Exhibit 6**.

22 29. Concurrently with the filing of this motion, Plaintiffs provided notice of the
23 proposed Settlement, a copy of this motion, and all papers filed in support hereof, to the LWDA.
24 A true and correct copy of the LWDA Submission Confirmation is attached hereto as **Exhibit 3**.

25 30. I confirm that I do not have any interest or involvement in, and am not affiliated
26 with, the proposed settlement administrator, ILYM Group, Inc.

27 31. Pursuant to California Rules of Professional Conduct 1.5.1, Plaintiffs have signed
28 a written acknowledgement regarding the fee split agreement between Haines Law Group, APC

1 and Justice Law Corporation. Plaintiffs have been advised (i) the fact that a division of fees will
2 be made; (ii) the identity of the lawyers or law firms that are parties to the division; (iii) the terms
3 of the division; and (iv) the total fee charged by all lawyers is not increased solely by reason of
4 the agreement to divide fees.

5 I declare under penalty of perjury under the laws of California and the United States that
6 the foregoing is true and correct. Executed on March 19, 2025, at El Segundo, California.

7 

8 _____
Andrew J. Rowbotham

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Tamiko Brooks and authorized Plaintiff Alyssa Webb (“Plaintiffs”) and Defendant TheKey of California, LLC f/k/a Home Care Assistance of California, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the PAGA lawsuit alleging wage and hour violations against Defendant currently captioned *Tamiko Brooks vs. Home Care Assistance of California, LLC*, Case No. 21STCV06850, initiated on February 22, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM 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 approval of this Settlement.
- 1.4 “Aggrieved Employees” means all Defendant’s current and former non-exempt caregiver employees in California who worked at any time during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s names, addresses, phone numbers, social security numbers, and pay period information.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means Marlene S. Muraco of Littler Mendelson P.C.
- 1.9 “Effective Date” means the date Defendant fully funds the entire Gross Settlement Amount. Defendant will fund the Gross Settlement Amount no later than 65 days after the Court enters an Order and Judgment approving the PAGA Settlement (assuming no objections or appeals are filed) or March 14, 2025, whichever is later. If an objection or appeal is filed, Defendant the PAGA Settlement will be effective on the date there is a final, unappealable Order and Judgment approving the PAGA Settlement.
- 1.10 “Gross Settlement Amount” means \$3,700,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment,

PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

- 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subdivision (i).
- 1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subdivision (i).
- 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 "PAGA Counsel" means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC and Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation, the attorneys representing the Plaintiffs in the Action.
- 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19 "PAGA Period" means the period from August 21, 2019 to June 21, 2024. The end date of the PAGA Period is subject to adjustment per Paragraph 8, below
- 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).
- 1.21 "PAGA Notice" means Plaintiffs' August 21, 2020, December 17, 2020, and December 30, 2024 letters to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subdivision (a).
- 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23 "Plaintiffs" means Tamiko Brooks and Alyssa Webb. Ms. Brooks is the existing named Plaintiff and Ms. Webb will be added as a Plaintiff as part of this Settlement. Both are serving as PAGA Representatives in the Action.
- 1.24 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 (Release of Claims) below.
- 1.26 “Released Parties” means Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and Defendant’s respective successors and 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).
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “PAGA Representative Service Payments” means the payment to the PAGA Representatives for initiating the Action and providing services in support of the Action.

2. RECITALS.

- 2.1 On November 8, 2020, Plaintiff Webb initiated a representative action against Defendant in Santa Clara County Superior Court for civil penalties under the PAGA based on violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. Plaintiff Webb’s complaint, titled *Alyssa Webb v. Home Care Assistance, Inc., et. al.*, Case No. 20CV373703 (the “Webb Action”), was amended on May 28, 2021 to identify Home Care Assistance of California, LLC as the employing entity.
- 2.2 On February 22, 2021, Plaintiff Brooks filed this Action, captioned *Tamiko Brooks, et al. vs. Home Care Assistance of California, LLC*, Los Angeles Superior Court Case No. 21STCV06850, alleging that Defendant was liable for PAGA civil penalties due to its: (1) failure to pay all minimum and overtime wages due to its uneven rounding / time shaving practices; (2) failure to pay all minimum and overtime wages as a result of its failure to provide duty-free meal and rest periods; (3) failure to reimburse necessary business expenditures, including personal cell phones when used for business purposes; (4) failure to provide all meal periods; (5) failure to authorize and permit all rest periods; (6) failure to issue accurate, itemized wage statements; and (7) failure to respond to Plaintiff Brooks’ personnel file and payroll records request within 21 days of the date of request. On July 12, 2022, Plaintiff Brooks initiated an arbitration of her individual wage and hour claims and her individual claim for civil penalties under the PAGA against Defendant. On December 13, 2022, the Action was stayed pending the California Supreme Court’s decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, and the adjudication of Plaintiff Brooks’ individual arbitration.
- 2.3 On March 22, 2024, the Parties attended a global mediation with the Hon. Amy D. Hogue (Ret.). As a result of a mediator’s proposal, a tentative resolution of all Plaintiffs’ PAGA claims in both *Webb* and *Brooks* was reached. As a material term of the settlement, the Parties agreed to amend Plaintiffs’ PAGA Notice to include factual allegations that (1) aggrieved employees were required to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening before clocking in; (2) employees were not paid reporting time pay on those occasions when they reported to work but were furnished with less than one-half their

usual or scheduled day's work; (3) due to the failure to properly calculate the regular rate of pay, sick pay, vacation, reporting time pay, and waiting time penalties were paid at the wrong rate; and (4) aggrieved employees were not provided with suitable seating. Additionally, on August 14, 2024, Plaintiff Webb dismissed her complaint against Defendant without prejudice so that those claims may be resolved via the settlement approval process in the Action. The amended PAGA Notice was submitted on December 30, 2024.

- 2.4 Once the sixty-five day exhaustion deadline has run following submission of the LWDA letter referenced in Paragraph 2.3, the Parties will stipulate the filing of an amended complaint, which will become the Operative Complaint to: (1) include the factual allegations set forth in Paragraph 2.3; (2) add Alyssa Webb as an additional plaintiff; and (3) add all the factual allegations previously asserted by Ms. Webb in the Webb Action.
- 2.5 Defendant denies the allegations currently in Brooks' Complaint, the allegations that were made in the Webb Action and those that will be contained in the Operative Complaint, denies any failure to comply with the laws identified this action, the Webb Action and/or that will be identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6 Pursuant to Labor Code § 2699.3, subdivision (a), Plaintiffs gave timely written notice of their respective claims to Defendant and the LWDA by sending the PAGA Notices referenced in Paragraph 1.21 above and will provide timely written notice of the additional claims to be alleged in the Operative Complaint by providing the further PAGA Notice to the LWDA referenced in Paragraph 2.3, above.
- 2.7 The Parties, PAGA Counsel and Defense Counsel represent that they are aware of the following pending matters or actions that assert claims that will be extinguished or affected by the Settlement: *Ebony Shields v. The Key of California, LLC*, San Diego County Superior Court Case No. 37-2022-00038403 (filed September 22, 2022); *Sandra Skinner v. TheKey of California, LLC, et. al.*, Santa Clara County Superior Court Case No. 23CV409937 (filed January 13, 2023); *Sharonda Thornhill v. TheKey of California, LLC*, Contra Costa County Case No. C23-01662 (filed July 7, 2023); and *Leonora Duncan v. TheKey Management, LLC*, San Diego County Superior Court Case No. 24CU015201C (filed October 3, 2024). With the exception of the *Duncan* action in which it has not yet been served, Defendant previously filed a Notice of Related Cases in each action listing the other actions. Defendant will file a Notice of Related Cases in the *Duncan* action when it appears.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay \$3,700,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court

in the Final Approval:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 which is currently estimated to be \$1,233,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$65,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$29,950.00 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 \$29,950.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$2,361,716.67 to be paid from the Gross Settlement Amount, with 75% (\$1,771,287.50) allocated to the LWDA PAGA Payment and 25% (\$590,429.17) allocated to the Individual PAGA Payments.
- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$590,429.17) 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.
- 3.2.3.2 If the Court approves a PAGA Counsel Fee Payment, PAGA Counsel Litigation Expenses Payment, or Administration Expenses Payment 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
- 3.2.4 To Plaintiffs: PAGA Representative Service Payments of not more than \$10,000.00 (\$5,000.00 to each named Plaintiff) (in addition to any Individual PAGA Payment

the PAGA Representatives are entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiffs' request for PAGA Representative Service Payments that do not exceed this amount. As part of the Motion or Application for Approval of Settlement, Plaintiffs will seek Court approval for any PAGA Representative Service Payments no later than 16 court days prior to the Motion hearing. If the Court approves PAGA Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a pre-mediation review of its records, Defendant estimated there were a total of 605,000 pay periods worked by Aggrieved Employees through February 11, 2024.
- 4.2 Aggrieved Employee Data. Within 10 business days of the Court issuing an Order and Judgment approving this Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. If, prior to the distribution of the Individual PAGA Payments, Defendant discovers that the Aggrieved Employee Data omitted employee identifying information, Defendant shall notify PAGA Counsel of the omission and provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 65 days after the Court enters an Order and Judgment approving the PAGA settlement (assuming no objections or appeals are filed) or by March 14, 2025, whichever is later. If an objection or appeal is filed, Defendant shall not be required to pay the Gross Settlement Amount unless or until there is a final, unappealable Order and Judgment approving this Settlement.
- 4.4 Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Representative Service Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Representative Service Payments shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send

them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

- 5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from from all PAGA claims that are based on the Labor Code violations pled in the Operative Complaint or Plaintiffs’ PAGA Notices (including the yet to be filed supplemental PAGA Notice described in Paragraph 2.3, above), or which could have been pled in the Operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this Settlement, only PAGA claims. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.
- 5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.
- 6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code § 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall identify any other pending matter or action of which they are aware that asserts claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement as soon as practicable after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary

Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM 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 § 468B-1.

- 7.4 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.

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.** According to the data produced by Defendant for mediation, the Aggrieved Employees worked 605,000 pay periods through February 11, 2024. Should the actual number of pay periods worked by Aggrieved Employees during the PAGA Period be more than 10% greater than this figure (i.e., if there are 665,501 or more pay periods), the PAGA Period will be automatically shortened to the date upon which there are 665,500 pay periods.

- 9. 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.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and PAGA Representative Service Payments, the Parties, their respective counsel 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 another party 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. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability 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 representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right 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).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be

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

- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. The Parties and their attorneys will keep this Settlement confidential through the date a motion for approval of the Settlement is filed with the Court. Thereafter, the Parties will make no comments to the media or otherwise publicize the terms of the Settlement. As a sole exception to the foregoing, before the motion for approval of the Settlement is filed with the Court, counsel for Defendant may disclose the fact of the Settlement and whatever terms of this Agreement she chooses to counsel for one or more plaintiffs in the related actions listed in Paragraph 2.7, above. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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.
- 10.15 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: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

Douglas Han of Justice Law Corporation
751 N Fair Oaks Ave # 101, Pasadena, CA 91103
doug@justicelawcorp.com

To Defendant: Marlene S. Muraco of Littler Mendelson P.C.
50 West San Fernando Street, 7th Floor, San Jose, CA 95113
mmuraco@littler.com

- 10.16 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.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation, which has been stayed pending the arbitration of Plaintiff Brook's individual PAGA claim, shall remain stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure § 583.330 the Parties further agree that upon the signing of this Agreement, the date to bring this case to trial under Code of Civil Procedure § 583.310 shall be extended for the entire period of this settlement process.
- 10.18 Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: 12-Feb-2025

TheKey of California, LLC f/k/a Home Care Assistance of California, LLC

By: Nina Kani

Name: Nina Kani

Title: Chief Legal Officer

DATED: Jan 09, 2025

Plaintiff Tamiko Brooks

By: Tamiko Brooks (Jan 9, 2025 10:01 PST)
Plaintiff and PAGA Representative

DATED:

Plaintiff Alyssa Webb

By: _____
Plaintiff and PAGA Representative

DATED:

Littler Mendelson P.C.

By: _____
Marlene S. Muraco
Attorneys for Defendant

DATED: Jan 09, 2025

Haines Law Group, APC

By: AR
Andrew J. Rowbotham
Attorneys for Plaintiff Tamiko Brooks

DATED:

Justice Law Corporation

By: _____
Douglas Han
Attorneys for Plaintiff Alyssa Webb

DATED:

TheKey of California, LLC f/k/a Home Care Assistance of California, LLC

By: _____

Name: _____

Title: _____

DATED: Jan 09, 2025

Plaintiff Tamiko Brooks

By:  _____
Tamiko Brooks (Jan 9, 2025 12:01 PST)
Plaintiff and PAGA Representative

DATED: 02/04/2025

Plaintiff Alyssa Webb

By:  _____
Plaintiff and PAGA Representative

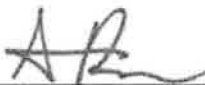
DATED:

Littler Mendelson P.C.

By: _____
Marlene S. Muraco
Attorneys for Defendant

DATED: Jan 09, 2025

Haines Law Group, APC

By:  _____
Andrew J. Rowbotham
Attorneys for Plaintiff Tamiko Brooks

DATED: February 5, 2025

Justice Law Corporation

By:  _____
Douglas Han
Attorneys for Plaintiff Alyssa Webb

DATED:

TheKey of California, LLC f/k/a Home Care Assistance of California, LLC

By: _____

Name: _____

Title: _____

DATED: Jan 09, 2025

Plaintiff Tamiko Brooks

By: Tamiko Brooks
Plaintiff and PAGA Representative

DATED:

Plaintiff Alyssa Webb

By: _____
Plaintiff and PAGA Representative

DATED: February 13, 2025

Littler Mendelson P.C.

By: Marlene Muraco
Marlene S. Muraco
Attorneys for Defendant

DATED: Jan 09, 2025

Haines Law Group, APC

By: Andrew J. Rowbotham
Andrew J. Rowbotham
Attorneys for Plaintiff Tamiko Brooks

DATED:

Justice Law Corporation

By: _____
Douglas Han
Attorneys for Plaintiff Alyssa Webb

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Tamiko Brooks vs. Home Care Assistance of California, LLC.
Los Angeles Superior Court, Case No. 21STCV06850

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

The Los Angeles Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the above-captioned lawsuit filed by Tamiko Brooks and Alyssa Webb (“Plaintiffs”) on behalf of themselves and all other affected employees, including you.

In their lawsuit, Plaintiffs claimed that they and other non-exempt caregivers employed in California by TheKey of California, LLC f/k/a Home Care Assistance of California, LLC (“TheKey”) between August 21, 2019 and <<June 21, 2024 OR END OF PAGA PERIOD>> (the “PAGA Period”) were owed civil penalties because TheKey allegedly failed to pay all wages and overtime, provide meal and rest periods, reimburse business expenses, provide compliant wage statements, provide suitable seating, timely provide personnel and payroll records, and other derivative claims.

TheKey denies these claims and denies it owes any penalties, but to avoid further time and expense of protracted and uncertain litigation, TheKey and Plaintiffs agreed to settle the lawsuit. The settlement resolves all claims for PAGA penalties against the Released Parties that: (1) are based on the Labor Code violations pled in the Second Amended Complaint filed in the lawsuit titled, Tamiko Brooks vs. Home Care Assistance of California, LLC, Case No. 21STCV06850, pending in Los Angeles County Superior Court (the “Action”), or Plaintiffs’ PAGA Notices, or which could have been pled in the Action based on the factual allegations therein; (2) arose during the PAGA Period; and (3) pertain to non-exempt caregivers who worked for TheKey in California at any time during the PAGA Period (“Affected Employees”). “Released Parties” includes, but are 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) This settlement only resolves Affected Employees’ claims for civil penalties under PAGA and does not impact any other claim an Affected Employee other than Plaintiffs may have.

According to TheKey’s records, you are an Affected Employee and entitled to a share of the settlement. Your settlement payment is a proportionate amount of the Net Settlement Amount based on the number of pay periods you worked during the PAGA Period.

TheKey’s records show you worked [THIS EMPLOYEE’S PAY PERIODS] pay periods during the PAGA Period. All Affected Employees worked a combined total of [TOTAL PAY PERIODS] during the PAGA Period. Based on these figures, your Individual PAGA Payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

The settlement check will be null and void one hundred eighty (180) days after issuance if not deposited or cashed. If you don’t deposit the check by that deadline, the funds for the check shall be transferred to

the California Controller's Unclaimed Property Fund in your name. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, ILYM Group, Inc, at **[ADMINISTRATOR INFO]** with any questions.

EXHIBIT 3

EXHIBIT 4

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 19, 2025

Tamiko Brooks v. TheKey of California,
LLC f/k/a Home Care Assistance of California, LLC

		<u>Qty/Price</u>	<u>Amount</u>
3/28/2020	AP Document purchase fee Alameda County Confirmation No: [REDACTED]	1 22.00	22.00
9/30/2020	PKH Postage for September, 2020.	1 13.80	13.80
	PKH Copying cost for September, 2020.	20 0.25	5.00
12/17/2020	AP LWDA filing fee Order Number: [REDACTED] 9	1 75.00	75.00
12/31/2020	PKH Postage for December, 2020.	1 21.15	21.15
	PKH Copying cost for December, 2020.	18 0.25	4.50
2/22/2021	PKH First Legal's fee for filing of Initial Case Order #: [REDACTED]	1 465.35	465.35
7/4/2021	PKH LA Court Connect fee for hearing on 07-04-2021. Remote Appearance. Payment Transaction ID: [REDACTED]	1 15.00	15.00
11/30/2021	PKH Postage for November, 2021.	1 0.53	0.53
1/19/2022	KI Filing Fee from LASC Journal Tech for: Joint Status Report Order #: [REDACTED]	1 7.26	7.26

		Qty/Price	Amount
1/31/2022	PKH Westlaw cost for January, 2022.	1 0.69	0.69
2/25/2022	KI Filing fee from La Court eFile + CC Transaction Charges Receipt: [REDACTED]	1 7.26	7.26
3/3/2022	KI Filing fee from LA Court eFile + CC Transaction Fees Receipt: [REDACTED]	1 7.26	7.26
4/4/2022	ALL Filing fee from LA Court eFile + Transaction Fees	1 7.26	7.26
5/27/2022	KI One Legal Filing fee for: Joint Status Conf Report Order #: [REDACTED]	1 17.19	17.19
5/31/2022	ALL Westlaw cost for May, 2022.	1 32.01	32.01
7/12/2022	AP Filing fee for arbitration American Arbitration Association Transaction ID: [REDACTED]	1 300.00	300.00
9/13/2022	IDLC One legal's fee for filing of: joint status report Order #: [REDACTED]	1 17.19	17.19
9/14/2022	IDLC One Legal's service fee for joint status conference report Order #: [REDACTED]	1 42.21	42.21
12/12/2022	IDLC One legal's fee for filing of: Stipulation and order to stay entire action Order #: [REDACTED]	1 37.78	37.78
12/13/2022	IDLC One legal's service fee for: Stipulation and order (Joint stipulation to stay entire action; [Proposed] Order) Order #: [REDACTED]	1 42.47	42.47
	IDLC One legal's fee for filing of: Notice Court Orders Order #: [REDACTED]	1 17.19	17.19
5/31/2023	ALL Westlaw cost for May, 2023.	1 16.30	16.30
	ALL Copying cost for May, 2023.	3 0.25	0.75

			Qty/Price	Amount
6/20/2023	IDLC	One legal's filing fee for: Joint status conference report. Order #: [REDACTED]	1 17.66	17.66
6/23/2023	IDLC	One legal's filing fee for: Notice Order #: [REDACTED]	1 17.66	17.66
7/28/2023	IDLC	Document purchase in Alameda county. Transaction ID: [REDACTED]	1 63.00	63.00
7/31/2023	ALL	Westlaw cost for July, 2023.	1 135.14	135.14
8/15/2023	AJR	Plaintiff's Deposition Travel and Hotel Costs	1 427.12	427.12
8/21/2023	IDLC	Veritext Transcript Cost for invoice # [REDACTED]	1 1,043.75	1,043.75
8/31/2023	ALL	Copying cost for August, 2023.	108 0.25	27.00
11/14/2023	IDLC	Signature Resolution mediation fees for 3/22/2024 mediation. Invoice #: [REDACTED]	1 8,950.00	8,950.00
11/30/2023	ALL	Copying cost for November, 2023.	2 0.25	0.50
12/31/2023	ALL	Westlaw cost for December, 2023.	1 5.46	5.46
1/11/2024	ALL	One legal's filing fee for: Joint status conference report Order #: [REDACTED]	1 19.71	19.71
3/31/2024	ALL	Westlaw cost for March, 2024.	1 546.86	546.86
4/23/2024	IDLC	Pacer expense for March, 2024.	1 2.30	2.30
4/26/2024	IDLC	First legal's filing fee for: Joint Status Conference Report Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 16.15	16.15
4/30/2024	PKH	Hemming Morse expert fees Inv. # [REDACTED] Inv. Period: [REDACTED]	1 15,367.00	15,367.00
	ALL	Copying cost for April, 2024.	4 0.25	1.00

			<u>Qty/Price</u>	<u>Amount</u>
6/4/2024	IDLC	Esquire Deposition Costs for the deposition of Sean Cygan. Invoice #: [REDACTED]	1 2,247.80	2,247.80
8/2/2024	ML	Westlaw cost for July, 2024.	1 168.78	168.78
8/6/2024	IDLC	First legal's service fee for: 2024-08-06 Homecare Joint Status Report Order #: [REDACTED] PDF Courtesy Delivery Base charge	1 35.00	35.00
	IDLC	First legal's filing fee for: Joint Status Conference Report Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 16.15	16.15
8/7/2024	IDLC	First legal's filing fee for: Notice of Continuance Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 16.15	16.15
11/1/2024	VG	First Legal's Filing fee for: Stipulation to Continue Status Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Stipulation to Continue Status Conference; [Proposed] Order Order #: [REDACTED] Direct E-Filing Base Charge + Additional Charges + Adv/Wit Ck + Check Charge	1 38.50	38.50
11/7/2024	VG	First Legal's Filing fee for: Notice of Court Orders;Proof of Service (not Summons and Complaint) Order #: [REDACTED] Direct E-Filing Base Charge + Additional Charges	1 17.70	17.70
12/31/2024	ML	Postage for December, 2024.	1 8.72	8.72
	ML	Copying cost for December, 2024.	11 0.25	2.75
2/28/2025	ML	Copying cost for February, 2025.	6 0.25	1.50
3/18/2025	AP	One legal's filing fee for: Joint Status Conference Report,Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 23.44	23.44
Total Charges				\$30,391.95

EXHIBIT 5



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Andrew Rowbotham
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
arowbotham@haineslawgroup.com
cc phaines@haineslawgroup.com
adparashos@haineslawgroup.com

INVOICE

Invoice Number: 2404-3288
Invoice Date: 4/17/24
Invoice Period: 03/01/24 - 03/31/24
Invoice Amount: \$15,367.00
Matter: Brooks v. Home Care Assistance

[Pay Invoice](#)

INVOICE SUMMARY

For professional accounting services rendered through the invoice period shown above and summarized on the last page, Summary of Professional Fees and Expenses.

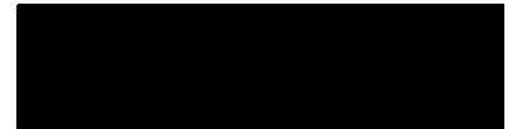
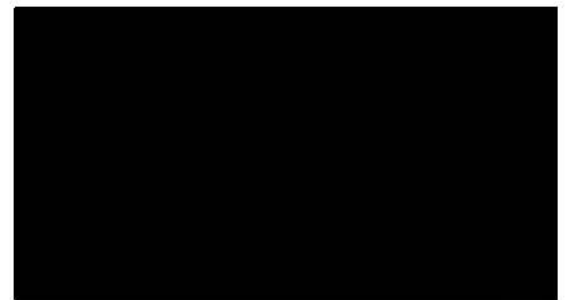
CURRENT INVOICE TOTAL:	\$15,367.00
PRIOR BALANCE:	\$0.00
TOTAL BALANCE DUE:	\$15,367.00

By Mail:
Hemming Morse, LLC
Attn: Accounts Receivable
1390 Willow Pass Road Ste 410
Concord, CA 94520

By ACH:
Bank Name: [REDACTED]
U.S. Bank Routing Number: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]

For accurate application of payment, please reference matter and/or invoice #

Our taxpayer ID number is: [REDACTED]
Payment by credit card is available upon request. (Notice: a 3% fee will be applied when using a credit card for payment)



Fedex 776179437145



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Andrew Rowbotham
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
arowbotham@haineslawgroup.com
cc phaines@haineslawgroup.com
adparashos@haineslawgroup.com

INVOICE

Invoice Number: 2404-3288
Invoice Date: 4/17/24
Invoice Period: 03/01/24 - 03/31/24
Invoice Amount: \$15,367.00
Matter: Brooks v. Home Care Assistance
WalletLink

SUMMARY OF PROFESSIONAL FEES AND EXPENSES

Description	Quantity	Rate	Amount
Dave Breshears.	17.25	\$600.00	\$10,350.00
Perry Carter.	17.30	\$290.00	\$5,017.00
CURRENT AMOUNT DUE			\$15,367.00

EXHIBIT 6

FILED

KERN COUNTY SUPERIOR COURT
12/13/2024

BY Fogerson, Vickie
DEPUTY

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ALEJANDRO ORTEGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas
limited liability company; and DOES 1
through 100,

Defendants.

Case No.: BCV-23-102240-BCB

*[Assigned for all purposes to the Hon. Bernard
C. Barmann, Jr., Bakersfield Division H]*

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

Date: December 13, 2024

Time: 8:30 a.m.

Dept: Bakersfield Division H

Action Filed: July 12, 2023

Trial Date: None Set

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

~~PROPOSED~~ JUDGMENT AND ORDER

The Motion of Plaintiff Alejandro Ortega (“Plaintiff”) for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on December 13, 2024, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff’s Motion, entered into between Plaintiff and Defendant Key Energy Services, LLC (“Defendant”), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*I*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff’s Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment, and HEREBY ORDERS as follows:

1. The “PAGA Aggrieved Employees” will be defined as: “all of Defendant’s current and former non-exempt employees in California who held the job title(s) of Rig Services, Coiled Tubing, and/or Fishing and Rental, and who worked at any time during the PAGA Period.”

2. The “PAGA Period” is defined as July 12, 2022 to March 25, 2024.

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

4. The Court orders that Defendant will pay the Maximum Settlement Amount of \$265,000.00 to the Settlement Administrator within 30 calendar days after the “Effective Date,” as that term is defined in the PAGA Settlement Agreement.

///

///

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 Settlement Payments.

4 6. The Court hereby appoints Phoenix Class Action Administration Solutions as the
5 Settlement Administrator.

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

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

13 9. The Court finds that attorneys’ fees in the total amount of \$88,333.33 and
14 reimbursement of litigation costs of \$21,769.23 to Haines Law Group, APC, is fair, reasonable,
15 and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff’s
16 Counsel as provided for in the Settlement Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$4,500 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 Plaintiff’s Representative Enhancement Payment in the
20 amount of \$5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the
21 PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair,
22 reasonable, and adequate, and orders that the Settlement Administrator make this payment in
23 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 \$109,048.08 (representing 75% of the PAGA
26 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
27 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
28 the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the release contained in the Settlement
2 Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff, the State
3 of California, the LWDA, and the PAGA Aggrieved Employees will fully and finally release
4 Defendant, its past and present parent companies, subsidiaries, divisions, related or affiliated
5 companies, shareholders, members, managers, managing agents, officers, directors, employees,
6 agents, attorneys, insurers, successors and assigns from any and all liability for all PAGA claims
7 that are based on the Labor Code violations pled in the operative complaint in the Action and
8 Plaintiff's July 12, 2023 PAGA Notice letter to the LWDA, or which could have been pled in the
9 operative complaint in the Action based on the factual allegations therein, that arose during the
10 PAGA Period. PAGA Aggrieved Employees other than Plaintiff will not be releasing any
11 underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved
12 Employees will not be provided with the opportunity to opt out of this PAGA settlement and
13 release.

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

17 **IT IS SO ORDERED.**

18 Dated: December 13, 2024

19 
20 Honorable Bernard C. Barmann, Jr.
21 Judge of the Superior Court

22 Signed: 12/13/2024 09:00 AM

7/21
F8201
H

A
8.6

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

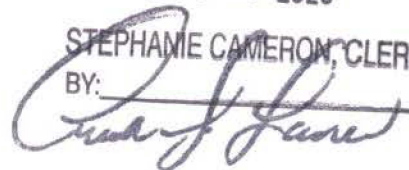
Attorneys for Plaintiff

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 07 2020

STEPHANIE CAMERON, CLERK

BY:



SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

IRMA FERREYRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California
Corporation; SUNWEST FRUIT CO., INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. VCU276487

*[Assigned for all purposes to the Hon. Bret D.
Hillman, Dept. 7]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR
SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED



1
2 **[PROPOSED] JUDGMENT AND ORDER**

3 The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of
4 Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs,
5 and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30
6 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants
7 Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
11 makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is
12 fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between
13 the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed
14 Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act,
15 Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE
16 FOLLOWING:

17 1. The "Aggrieved Employees" shall be defined as:

18 All current and former non-exempt employees who received at least one wage
19 statement from Defendant Alvarez Harvesting, Inc. in California from September
20 27, 2017 through January 30, 2019.

21 2. The "PAGA Period" means the time period from September 27, 2017 through
22 January 30, 2019.

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

26 4. The Court orders that Defendants shall pay the Maximum Settlement Amount of
27 \$240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order
28 is entered, as provided for in the Settlement Agreement.

///

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement,
3 which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and
4 Spanish along with the Individual Settlement Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
6 Administrator.

7 7. Within ten (10) business days of the date this Order is entered, Defendants will
8 provide the Settlement Administrator with a list containing the Aggrieved Employees' full name,
9 last known mailing address, last known telephone number, start date(s) of employment, end
10 date(s) of employment, total pay periods worked during the PAGA Period, and Social Security
11 numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved
12 Employees during the PAGA Period.

13 8. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
15 Release of Claims to the Aggrieved Employees within two (2) business days after receiving
16 approval by counsel for the parties of the anonymized spreadsheet containing the Individual
17 Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said
18 payments.

19 9. The Court finds that attorneys' fees in the amount of \$80,000.00 for Plaintiff's
20 Counsel, and reimbursement of litigation costs of \$3,946.58 to Plaintiff's Counsel are fair,
21 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
22 to Plaintiff's Counsel as provided for in the Settlement Agreement.

23 10. The Court orders that the Settlement Administrator shall be paid \$6,000.00 for all
24 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 11. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
26 reasonable in recognition of the contributions she has made and the risks she undertook on behalf
27 of the Aggrieved Employees and the State of California, as well as her general release of claims
28

1 against Defendants, including her underlying wage and hour claims, and orders that the
2 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency ("LWDA") in the amount of \$108,790.06 (representing 75% of the PAGA
6 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
7 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
8 the Settlement Agreement.

9 13. The court approves the limited scope of the PAGA Release contained in the
10 Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved
11 Employees will release Defendants and Defendants' affiliated companies and their respective
12 parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without
13 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
14 present or future officers, directors and employees), predecessors, successors, and assigns
15 (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action,
16 or which could have been pled under the PAGA based on the factual allegations in the Action,
17 that arose during the PAGA period ("PAGA Released Claims").

18 14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved
19 Employees will release any and all PAGA Released Claims against the Released Parties, and will
20 be forever barred from pursuing any and all of the PAGA Released Claims against the Released
21 Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court
22 retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms
23 of the Settlement Agreement.

24
25 **IT IS SO ORDERED.**

26
27 Dated: 8/7, 2020

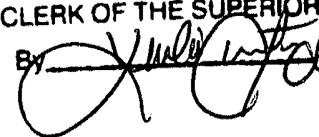


Honorable Bret D. Hillman
Judge of the Superior Court

FILED
ALAMEDA COUNTY

AUG 02 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and
on behalf of all other similarly situated
aggrieved employees,

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

~~PROPOSED~~ ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AND JUDGMENT
THEREON; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

Date: July 24, 2018

Time: 3:00 p.m.

Dept: 23

Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

1 ("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have
2 approved of, the terms of the Settlement. The Court further finds that, although no one other
3 than the LWDA has standing to object to the terms of the Settlement, no other objection to the
4 Settlement has been received by the Court.

5 The Court further finds that executing the seating program set forth in Section
6 II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request
7 and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool
8 if requested, complies with Section 14 of Wage Order 7-2001.

9 The Court additionally finds that the dismissal of the PAGA cause of action in
10 *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that
11 because the PAGA cause of action in *Thompson* was brought solely as a representative action
12 under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest
13 that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to
14 notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or
15 otherwise challenge the dismissal.

16 Accordingly, the Court hereby orders, adjudges, and decrees as follows:

17 1. The Parties, their Counsel, and the Settlement Administrator shall take all steps
18 necessary to implement and consummate the Settlement according to the terms and provisions,
19 including but not limited to the parties effectuating the dismissals of *Murphy v. Target*
20 *Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and
21 *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case
22 No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

23 2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three
24 Million, Six Hundred Thousand Dollars and No Cents (\$3,600,000.00), plus costs in the
25 amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The Court finds the
26 attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year
27 litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel
28 are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

1 The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy,
2 Candi Perry, and Stacy Thompson, Twenty Thousand Dollars (\$20,000.00) each for the time
3 they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and
4 the aggrieved employees. All of these amounts shall be deducted from the \$9 million
5 settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

6 3. Without affecting the finality of this Judgment or the Settlement, this Court
7 shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the
8 parties to this action to ensure effectuation of the Settlement in accordance with the terms of
9 the Settlement and this Judgment.

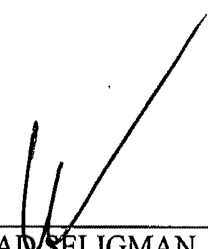
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code sections 6216 to 6223.

14 5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the
15 LWDA, and all individuals who worked for Defendant in California as a Cashier as that term
16 is defined in the Settlement Agreement at any time from April 14, 2008 through the date of
17 this Order.

18 6. Except as otherwise provided by the Settlement, each side shall bear their own
19 attorneys' fees and costs.

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/18


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE**

MINUTE ORDER

DATE: 07/24/2018

TIME: 02:00:00 PM

DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown

CLERK: E. Brown

REPORTER/ERM: T. Huffman CSR# 13789

BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017

CASE TITLE: **Grace vs. Flowmaster Inc**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Theresa Mak, counsel, present for Defendant(s).

Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately \$3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by \$100. Flowmaster contends its exposure is limited to \$576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for \$750,000. The settlement includes attorneys' fees of \$247,500 (33% of the settlement), \$15,588.67 in costs, a \$10,000 service payment to Plaintiff, and up to \$5,000 in claims administration costs. The net settlement amount is \$471,911.33. 75% of that amount (\$353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% (\$117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id.*, at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id.*)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc.* 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]named employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id.*, at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of \$750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias, supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of \$247,500 (33%) from the \$750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (See, e.g. *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the \$15,588.67 in litigation costs are reasonable.

Further, the \$10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the \$5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

CASE NAME: Resendez v. Bridgestone Retail Operations, LLC
CASE NO.: BC596892
HEARING DATE: 6/13/16
DEPARTMENT: 37
CALENDAR NO.: 9
TRIAL DATE: 2/14/17
NOTICE: OK
SUBJECT: Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY: Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY: None

FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

Shérri A. Carter, Executive Officer/Clerk
By K. Mason Deputy
K. Mason

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (f).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

06/15/2016

provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)¹

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of \$950,000. After deducting one-third of the GSA (\$316,666.66) for attorney fees, attorney costs (\$7,005.82), an enhancement award for Plaintiff (\$10,000), and settlement administration costs (\$30,000), the settlement provides for distribution of a PAGA penalty fund of no less than \$585,833.34, with no less than \$439,375 to be paid to the LWDA, and no less than \$146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

¹ As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

employees.² Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of \$842,511 for the failure to include an address on wage statements and \$178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of \$1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 ["Empirical studies show

² Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is \$48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' "). In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving \$10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving \$18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of \$7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the \$30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of \$30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of \$10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 ["Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' "). Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

06/15/2016

**Superior Court of California
County of Los Angeles**

Shelley Pickett, *et al.*,

Plaintiff,

vs.

99 Cents Only Stores, *et al.*

Defendants.

Case **BC473038**

No.:

Tentative Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
By Sherri R. Carter, Executive Officer/Clerk
Steve Temblador, Deputy

Hearing Date: August 1, 2017

Department 54, Judge Ernest M. Hiroshige

Motion for Approval of Representative Action Settlement

Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")

Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) \$75,000 to be paid to the California Workforce Development Agency; (3) \$12,500 to be paid to each of the two Plaintiffs; and (4) \$1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017


Judge Ernest M. Hiroshige

08/03/2017

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

RECEIVED

JUN 19 2020

Filing Window

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy

FILED
Superior Court of California
County of Los Angeles

SEP 24 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy
Lori M. Greene

FAXED

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Daniel B. Marin-Finn (SBN 316728)
dfinn@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
and Aggrieved Employees

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

HELEN CATALINA VARGAS, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada
Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[Assigned for all purposes to the Carolyn B.
Kuhl, Dept. SSC-12]

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020

Time: 1:45 p.m.

Dept.: SSC-12

Complaint Filed: June 5, 2018

Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

09/25/2020

CSK

Sept. 24, 2020 at 10:00 am

This matter came on regularly for hearing before this Court on July 21, 2020 at 1:45 p.m.

Having considered the parties' Stipulation for PAGA Settlement ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:

All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.

2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.

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

4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of \$1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

09/25/2020

1 5. The Court hereby approves, as to form and content, the explanatory Notice
2 submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within fourteen (14) business days of the Effective Date, Defendant shall provide
6 the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names,
7 last known addresses, social security numbers, and dates of employment and/or number of pay
8 periods worked during the PAGA Period.

9 8. The Settlement Administrator is directed to mail the individual PAGA payments
10 and the Notice to the Allegedly Aggrieved Employees within five (5) business days after
11 Defendant provides the Settlement Fund to the Settlement Administrator.

12 9. The Court finds that attorneys' fees in the amount of \$639,166.67 for Plaintiff's
13 counsel, and reimbursement of litigation costs of \$29,396.60 to Plaintiff's counsel, are fair,
14 *in light of the benefit obtained for the state and the class* reasonable, and adequate, and orders the Settlement Administrator to distribute these payments
15 to Plaintiff's counsel as provided for in the Settlement.

16 10. The Court orders that Phoenix Settlement Administrators shall be paid \$11,000 for
17 all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 11. The Court finds that the Representative Plaintiff Service Award of \$5,000.00 to
20 Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions
21 she has made and the risks she undertook in representing the State of California and the LWDA
22 in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the
23 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

24 12. The Court finds that the distribution of the PAGA Fund to the LWDA and to
25 Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and
26 reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees
27 in accordance with the terms of the Settlement.

28 13. The court approves the scope of the release set forth in the Settlement. Following

1 entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff
2 and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs,
3 representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims
4 against the Released Parties for civil penalties they and the State of California may have under
5 the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law
6 arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered
7 California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal
8 periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and
9 overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6)
10 untimely payment of earned wages during employment and at separation of employment, (7) non-
11 compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any
12 other Labor Code violations that were alleged in the Complaint, or that could have been alleged
13 in the Complaint based on the facts alleged in the Complaint, which includes alleged violations
14 of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
15 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims").
16 "Released Parties" means Defendant and each and all of its present, former and future controlling
17 persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans
18 sponsored by such companies, shareholders, owners, officers, directors, principals, employees,
19 agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
20 predecessors, successors, and assigns.

21 *This release in no way*
22 */// affects any claim an Allegedly Aggrieved*
23 */// Employee may have against the Released*
24 */// Parties for unpaid wages.*
25 *///*
26 *///*
27 *///*
28 *///*

Col

14. Upon payment being made in accordance with paragraph 4 hereof,
~~Upon entry of this Final Order and Judgment and upon the Effective Date, the~~

2 Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees
3 from instituting or prosecuting any of the "Released Claims" against the "Released Parties,"
4 which were fully and completely resolved as part of the Settlement. Without affecting the finality
5 of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms
6 of the Settlement.

7 15. The Settlement Administrator shall make a final report confirming the final
8 distribution of funds on or before Aug. 4, 2021. A Non-Appeal
9 Case Review Re: Submission of the Final Report of Disbursement is scheduled for
10 Aug. 11, 2021 at 4:30 a.m./p.m.

Cik

11 **IT IS SO ORDERED.**

12
13 Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
14 Honorable Carolyn B. Kuhl
15 Judge of the Superior Court
16
17
18
19
20
21
22
23
24
25
26
27
28

09/25/2020

PAUL K. HAINES (Cal. State Bar No. 248226)
FLETCHER W. SCHMIDT (Cal. State Bar No. 286462)
MATTHEW K. MOEN (Cal. State Bar No. 305956)
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
phaines@haineslawgroup.com
fschmidt@haineslawgroup.com
mmon@haineslawgroup.com

Attorneys for Plaintiff
Rachael Buhl

(Additional counsel of record on next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

No. 19STCV23623

**~~[PROPOSED]~~ ORDER GRANTING
JOINT MOTION FOR APPROVAL OF
PAGA SETTLEMENT (Cal. Lab. Code
§ 2699(1)(2)) AND PLAINTIFF'S
MOTION FOR APPROVAL OF
REASONABLE ATTORNEYS' FEES
AND COSTS AND ENHANCEMENT
AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr.,
Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

1 ASAF AGAZANOF (Cal. State Bar No. 285043)
ASAF LAW, APC
2 2330 Westwood Boulevard, Second Floor
Los Angeles, California 90064
3 Telephone: (424) 254-8870
Facsimile: (888) 254-0651
4 asaf@lawasaf.com

5 Attorneys for Plaintiff
Rachael Buhl

6 JEFFREY D. WOHL (Cal. State Bar No. 096838)
7 PAUL A. HOLTON (Cal. State Bar No. 313047)
PAUL HASTINGS LLP
8 101 California Street, 48th Floor
San Francisco, California 94111
9 Telephone: (415) 856-7000
Facsimile: (415) 856-7100
10 jeffwohl@paulhastings.com
paulholton@paulhastings.com

11 Attorneys for Defendant
12 SDX Home Care Operations, LLC
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and
2 defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under
3 the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et*
4 *seq.*, and on plaintiff’s motion for reasonable attorneys’ fees and costs and enhancement award.

5 The Court having read and considered the parties’ Settlement Agreement (the “Settlement
6 Agreement” or “Settlement”), the papers on the motions, the arguments of counsel, the parties’
7 joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed
8 factual and legal issues involved in this case, the risks of further prosecution, the substantial
9 benefits to be received by the State of California and the alleged aggrieved employees pursuant to
10 the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section
11 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s
12 length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS the parties’ joint motion and plaintiff’s motion and HEREBY ORDERS as follows:

14 1. All terms used for purposes of this order, not otherwise defined, will have the same
15 meaning as given in the Settlement. A copy of the Settlement Agreement executed between the
16 Parties is attached as Exhibit A to this order.

17 2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and
18 Workforce Development Agency (the “LWDA”) has been given notice of the Settlement and the
19 joint motion for approval of the Settlement and plaintiff’s motion; on April 15, 2020, plaintiff
20 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement.
21 The Court finds and determines that this notice of the Settlement complied with the statutory
22 requirements of PAGA.

23 3. The Court confirms approval of the Settlement with respect to the following group
24 of individuals (“Settlement Group Members”):

25 All non-exempt employees employed by defendant SDX Home Care Operations,
26 LLC, in California as “Caregivers” or “Home Health Assistants” from April 24,
2018, through June 30, 2020.

27 ///

1 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the
3 Settlement according to its terms.

4 5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the
5 “Cover Letter”), attached as Exhibit A to the Settlement Agreement, fairly and adequately
6 describes the Action, the approved Settlement, and the manner in which Settlement Group
7 Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter
8 be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along
9 with the Settlement Share checks.

10 6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
12 are fair and reasonable.

13 7. Phoenix Settlement Administrators is appointed to act as the Settlement
14 Administrator, pursuant to the terms of the Settlement Agreement.

15 8. The Court finds that attorneys’ fees in the amount of 35% of the Total Settlement
16 Amount (\$280,000.00) for plaintiff’s counsel, and reimbursement of litigation costs of \$25,534.58
17 to plaintiff’s counsel are fair, reasonable, and adequate, and orders that the Settlement
18 Administrator distribute these payments to plaintiff’s counsel as provided for in the Settlement.

19 9. The Court orders that the Settlement Administrator shall be paid \$3,500.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 10. The Court finds that a Representative Plaintiff’s Payment of \$5,000.00 to plaintiff
22 is fair and reasonable in recognition of the contributions she has made and the risks she undertook
23 on behalf of the Settlement Group Members and the State of California, and orders that the
24 Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

25 11. The Court finds that the amount of \$364,474.06 (representing 75% of the PAGA
26 civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided
27 for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
28 LWDA in accordance with the terms of the Settlement.

1 12. The Court authorizes the Settlement Administrator to calculate and pay the
2 Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment,
3 the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at
4 the same time as the Settlement Shares.

5 13. Defendant is ordered to provide to the Settlement Administrator not later than 14
6 days after this order becomes Final the names, last known mailing addresses and telephone
7 numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members.
8 This information will not be disclosed to plaintiff or her counsel, and may be used solely for
9 purposes of administering the Settlement.

10 14. All payments due under the Settlement will be made pursuant to the Settlement.

11 15. If a Settlement Share check comes back to the Settlement Administrator as non-
12 deliverable, the Settlement Administrator will make reasonable efforts to find a current address
13 for the Settlement Group Member and re-mail the check.

14 16. If a Settlement Group Member fails to cash the check for his or her Settlement
15 Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where
16 the check was returned as non-deliverable, within 180 days after the initial mailing or within 90
17 days after it is mailed to the new address for the Settlement Group Member, whichever is later),
18 the Settlement Administrator will transfer the money represented by the check to the California
19 State Controller's Office Unclaimed Property Fund with an accounting of the amounts being
20 transferred.

21 17. The Court retains exclusive and continuing jurisdiction over this Action under
22 California Code of Civil Procedure section 664.6 for purposes of supervising, administering,
23 implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

24 18. Nothing in this order or the Settlement Agreement will be construed as an
25 admission or concession by any party, including an admission or concession that defendant bears
26 any liability to the Settlement Group Members or that they were owed the amounts being paid or
27 any amounts. The Settlement Agreement and this resulting order simply represent a compromise
28 of disputed allegations.

1 19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
2 the date of this order.

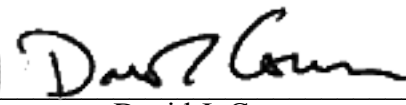
3 20. Upon entry of this order, plaintiff and the Settlement Group Members will waive
4 and release all claims against the Released Parties that were pled or could have been pled under
5 PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law
6 alleged in the Action to have been violated with respect to herself and the Settlement Group
7 Members during the Covered Period.

8 21. Based on the foregoing, and in accordance with the Settlement Agreement, this
9 action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees
10 except as provided by the Settlement Agreement.

11 IT IS SO ORDERED.

12 Dated: July 30, 2020.





David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

13
14 Counsel for plaintiff is ordered to give notice.

09/19/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Diana M. Martinez (SBN 322654)
dmartinez@haineslawgroup.com
222 N. Sepulveda Blvd., Suite 1550
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GUTIERREZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

*[Assigned for all purposes to the Hon. Holly
J. Fujie; Dept. 56]*

**[PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: September 16, 2019

Time: 8:30 a.m.

Dept.: 56

Reservation No.: 122557984660

Action Filed: October 3, 2018

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 16, 2019 at
2 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence
3 presented in support thereof, and recognizing the disputed factual and legal issues involved in
4 this case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant
8 to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
9 Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and
10 Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees of Defendant
13 in California from October 3, 2017, until the date that the
14 Court approves this settlement or September 16, 2019,
whichever comes earlier ("PAGA Period").

15 2. The Court hereby approves the Settlement as set forth in the Settlement
16 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
17 according to the terms of the Settlement Agreement.

18 3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum
19 Settlement Amount of \$325,000.00 to the Settlement Administrator within fourteen (14) business
20 days of the Court's approval of the Settlement Agreement.

21 4. The Court hereby approves, as to form and content, the Notice of PAGA
22 Settlement and Release of Claims, submitted by the parties.

23 5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

24 6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co,
25 Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name,
26 last known mailing address, last known telephone number, start date(s) of employment, end
27 date(s) of employment, total pay periods worked, and Social Security numbers. The list will also
28 contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

1 Within ten (10) business days of receipt of this information, the Settlement Administrator will
2 circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the
3 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
4 payments.

5 7. CPT Group, Inc. is directed to mail the individual settlement payments (which
6 will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code §
7 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice
8 of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the
9 anonymized spreadsheet containing the individual settlement payments to each Aggrieved
10 Employee and the data used to calculate said payments from the parties.

11 8. The Court finds that attorneys' fees in the amount of \$108,333.33 for Plaintiff's
12 Counsel, and reimbursement of litigation costs of \$10,357.93 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
14 to Plaintiff's Counsel as provided for in the Settlement Agreement.

15 9. The Court orders that the Settlement Administrator shall be paid \$7,750.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 10. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
18 reasonable in recognition of the unique contributions he has made and the risks he undertook on
19 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
20 Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

21 11. The Court finds that the amount of \$15,000.00 (representing 75% of the
22 \$20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to
23 the California Labor and Workforce Development Agency ("LWDA") as provided for by the
24 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
25 accordance with the terms of the Settlement Agreement.

26 12. The court approves the limited scope of the release. Following entry of this Order
27 and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its
28 respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

1 related entities, officers, directors, shareholders, employees, agents, servants, representatives,
2 members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities
3 with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated
4 companies, predecessors, successors and assigns, as well as their past or present officers,
5 directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees
6 (collectively, the "Released Parties") from any and all claims under PAGA that are pled in
7 Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the
8 PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA
9 Period.

10 13. Upon entry of this Order and Judgment, the Court permanently enjoins and
11 forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action
12 against the Released Persons which was released as part of the Settlement Agreement. Without
13 affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to
14 enforce the terms of the Settlement.

15 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
16 before June 5, 2020.

17
18 **IT IS SO ORDERED.**

19 09/19/2019

20 Dated: _____



Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

NOV 19 2018

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Stacey M. Shim (SBN 305911)
sshim@haineslawgroup.com
222 N. Sepulveda Blvd., Suite 1550
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Silva and Aggrieved Employees

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

JORGE GONZALEZ, individually and on
behalf of himself and other persons similarly
situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
corporation; and DOES 1 through 30,
inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

*[Assigned for all purposes to the Honorable
David S. Cunningham III, Dept. 37]*

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

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement" or "Settlement"),¹ the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Approval of Settlement of Claims and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

All persons who, at any time during the Settlement and Release Period were employed by Defendant in non-exempt hourly positions in the State of California who were provided with at least one wage statement.

2. "Defendant" means CitiStaff Solutions, Inc.

3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

5. The Court orders that Defendant shall pay the Gross Settlement Amount of \$275,000.00 to the Settlement Administrator on the following schedule, as provided for in the Settlement Agreement: Payment 1: \$15,000.00, to be paid within five (5) business days from an Order from the Court approving this Settlement or June 1, 2018, whichever is later, representing Representative Plaintiffs' Enhancement Payments; Payment 2: \$12,146.04 to be paid on July 1, 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: \$30,555.55 to be paid on August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment 4: \$30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

1 Employees' Counsel Fees; Payment 5: \$30,555.55 to be paid on December 1, 2018,
2 representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: \$15,630.78
3 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved
4 Employees and Settlement Administration Costs; Payments 7 through 18: \$12,777.78 to be
5 paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the
6 first date of each month, representing the amounts distributable to the LWDA, Aggrieved
7 Employees and Settlement Administration Costs.² See Settlement, § III.H.2.

8 6. The Court hereby approves, as to form and content, the Notice of Settlement submitted
9 by the parties.

10 7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

11 8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT
12 with a list containing the Aggrieved Employees' names, last known addresses, last known
13 telephone numbers, and social security numbers.

14 9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of
15 Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final
16 payment of the Gross Settlement Amount.

17 10. The Court finds that attorneys' fees in the amount of \$91,666.66 for Plaintiffs' counsel,
18 and reimbursement of litigation costs of ~~\$12,147.00~~ ^{\$11,842.95} to Plaintiffs' counsel, are fair, reasonable,
19 and adequate, and orders that the Settlement Administrator distribute these payments to
20 Plaintiffs' Counsel as provided for in the Settlement Agreement.

21 11. The Court orders that the Settlement Administrator shall be paid up to \$65,000.00 for
22 all of its work done and to be done until the completion of this matter, and finds that sum
23 appropriate.

24 12. The Court finds that Representative Plaintiff Enhancement Payments of \$5,000.00 each
25 to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of \$15,000.00, is
26

27 ² The parties have agreed and this Court approves that to the extent that any of the payment
28 deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any
payments on the due dates with the Settlement Administrator holding the funds in escrow.

1 fair and reasonable in recognition of the unique contributions they have made and the risks they
2 undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
3 the Settlement Administrator distribute this payment to Plaintiffs as provided for in the
4 Settlement Agreement.

5 13. The Court finds that the amount of \$68,389.75, representing 75% of the \$91,186.34
6 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce
7 Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and
8 reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
9 Settlement Agreement.

10 14. The court approves the limited scope of the release. Following entry of this Order and
11 Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all
12 Released Claims against Released Persons, meaning that PAGA civil penalties recoverable
13 under any theory of liability upon which such civil penalties under the PAGA could have been
14 recovered based upon the allegations in the operative Complaint, including specifically any and
15 all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts,
16 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy
17 in law, equity, or whatever kind or nature that were asserted or could have been asserted
18 pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

19 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
20 forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved
21 Employees from instituting or prosecuting any action against the Released Persons which was
22 resolved as part of the Settlement. Without affecting the finality of this Final Order and
23 Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.
24 Plaintiffs shall file a declaration confirming the final distribution of funds on or before

25 JANUARY 21, ²⁰²⁰~~2019~~.

26 **IT IS SO ORDERED.**

27 Dated: 11-19-2018

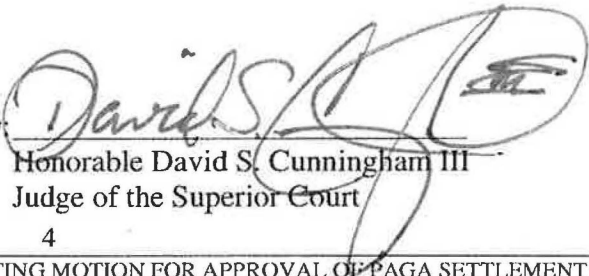
28 By: 
Honorable David S. Cunningham III
Judge of the Superior Court

EXHIBIT 7

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

December 17, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Tamiko Brooks v. Home Care Assistance of California, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Tamiko Brooks in claims arising from her employment with Home Care Assistance of California, LLC, Home Care Assistance, Inc., Home Care Assistance, LLC, and Does 1 through 100 (collectively, “Defendants”). Ms. Brooks is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the alleged Labor Code violations. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants provide in-home health care services to elderly persons throughout California. Ms. Brooks has been employed by Defendants in the non-exempt position of “Caregiver” from approximately January 2020 to the present. Ms. Brooks has been on a leave of absence since February 2020. Additionally, Ms. Brooks previously worked for Defendants in California from February 2017 to October 16, 2017, when she transferred to Las Vegas, Nevada where she continued to work until mid-2019. As Caregiver, Ms. Brooks provides personal attendant services at Defendants’ clients’ private homes.

During Ms. Brooks’ employment with Defendants, Defendants did, and upon information and belief, still utilize a timekeeping system which resulted in Ms. Brooks and other aggrieved employees not being compensated for all hours worked. Specifically, Defendants required Ms. Brooks and other aggrieved employees to clock in and out using a call-in and/or smartphone application system, which recorded their time worked to the minute, but Defendants’ timekeeping system failed to pay Ms. Brooks and other aggrieved employees for all hours worked “on-the-clock,” whether by rounding and/or truncating of

hours. Further, Defendants' rounding mechanism was not even-handed over time, as is required to be lawful. Therefore, Ms. Brooks and other aggrieved employees were not compensated for all hours actually worked, depriving them of all required minimum and overtime wages earned.

Defendants also required Ms. Brooks and other aggrieved employees to use their personal cellular phones for work. Specifically, Defendants required Ms. Brooks and other aggrieved employees to use their personal cellular phones to communicate with supervisors and coworkers, make calls for residents, track and manage patient care information through a smartphone application portal, and to clock in and out of shifts. However, Defendants never reimbursed Ms. Brooks and other aggrieved employees for a reasonable portion of her cellular phone expenses, as mandated by *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

Defendants also failed to provide Ms. Brooks and other aggrieved employees with all required meal periods because, upon information and belief, Defendants did not maintain a lawful meal period policy and failed to provide duty-free meal periods to Ms. Brooks and other aggrieved employees. Defendants required Ms. Brooks and other aggrieved employees to remain on the premises at all times during their scheduled shifts, and did not allow Ms. Brooks and other aggrieved employees to leave clients unattended. Ms. Brooks and other aggrieved employees only occasionally took interrupted meal breaks while they fed and/or monitored their clients' meal times. Assuming *arguendo* that Ms. Brooks and Defendants and/or that other aggrieved employees and Defendants entered into a lawful written on-duty meal period agreement, such an agreement inherently concedes that the nature of Ms. Brooks' work, and the work of other aggrieved employees, precluded duty-free rest periods.

Defendants also failed to authorize and permit Ms. Brooks and other aggrieved employees to take all required duty-free rest periods because, upon information and belief, Defendants did not maintain a lawful rest period policy and the nature of the work being performed by Ms. Brooks and other aggrieved employees required that employees remain on duty at all times during their shift, and therefore did not permit for duty-free rest periods while working. Additionally, despite Defendants' failure to provide Ms. Brooks and other aggrieved employees with all meal and rest periods to which they were legally entitled due to Defendants' uniform and unlawful policies and/or practices, Defendants never provided Ms. Brooks and other aggrieved employees with an hour of pay at their regular rate for each meal and rest period violation as required by Labor Code § 226.7.

On approximately September 3, 2020, Ms. Brooks submitted a written personnel and payroll records request to Defendants. Defendants failed to respond to Ms. Brooks' records request within 21 days from the date of the request, in violation of Labor Code § 226(c). Ms. Brooks believes that Defendants similarly fail to timely respond to written personal and payroll records requests from other aggrieved employees.

As a result of Defendants' failure to pay all earned minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Ms. Brooks and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Brooks and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Brooks and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Ms. Brooks and other aggrieved employees to take all required and compliant rest periods, due to Defendants' rest policies/practices that fail to relinquish control of employees for their entire 10-minute rest period(s). *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Brooks and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Overtime Wage Violations

Defendants were required to properly pay Ms. Brooks and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Brooks and other aggrieved employees to work overtime hours but did not compensate Ms. Brooks or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Ms. Brooks and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Failure to Reimburse Necessary Business Expenses

Defendants failed to reimburse Ms. Brooks and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses violates Wage Order 5, § 8, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Brooks and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Record Keeping Violations

Defendants are subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 (f) further provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Although Ms. Brooks made a written request pursuant to subdivision (c), Defendants failed to respond within 21 days.

Wage Statement Violations

Defendants were required to furnish Ms. Brooks and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Defendants' failure to pay all meal period premiums, rest period

premiums, and minimum and overtime wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Brooks and other aggrieved employees in violation of Labor Code § 226. Defendants' failure to comply with its wage statement obligations was knowing and intentional, and Ms. Brooks and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separations of employment. Defendants failed to timely pay aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid overtime and minimum wages, meal period premium wages, and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separations, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Brooks will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Brooks' own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 510, 558, 1194 and 1198 by failing to pay Ms. Brooks and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Brooks and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Brooks and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Brooks and other aggrieved employees to take all required rest periods, and failing to pay rest period premiums to Ms. Brooks and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

- e. Defendants violated Labor Code § 2802 and 2804 by failing to reimburse Ms. Brooks and other aggrieved employees for all necessary work expenses;
- f. Defendants violated Labor Code § 204 by failing to pay Ms. Brooks and other aggrieved employees all wages earned at least twice during each calendar month;
- g. Defendants violated Labor Code § 226 by failing to furnish Ms. Brooks and other aggrieved employees with accurate and compliant itemized wage statements;
- h. Defendants violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Ms. Brooks and other aggrieved employees;
- i. Defendants violated Labor Code §§ 201-203 by failing to timely pay all earned wages to separating employees at the time of separation; and
- j. Defendants violated Labor Code § 226 by failing to respond to Ms. Brooks' and other aggrieved employees' requests to inspect and/or copy employment records.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: Home Care Assistance of California, LLC, via Incorporating Services, Ltd., c/o Sapphire McFarland, agent for service of process (via certified mail)
Home Care Assistance, Inc., c/o Mike Schantz, agent for service of process (via certified mail)
Home Care Assistance, LLC, via Incorporating Services, Ltd., c/o Sapphire McFarland, agent for service of process (via certified mail)

7019 2280 0002 0357 3375

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
 Total Postage and Insurance \$

Sent To Home Care Assistance, Inc.
 c/o Mike Schantz
 1255 Oakmead Pkwy
 Sunnyvale, CA 94085 (JR)

Street and Apt. No.
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EL SEGUNDO, CA
 DEC 17 2020
 USPS 90245-9998

7019 2280 0002 0357 3399

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
 Total Postage and Insurance \$

Sent To Home Care Assistance of California, LLC
 c/o Incorporating Services, Ltd.
 7801 Folsom Boulevard, Suite 202
 Sacramento, CA 95826 (JR)

Street and Apt. No.
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EL SEGUNDO, CA
 DEC 17 2020
 USPS 90245-9998

7019 2280 0002 0357 3368

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$
 Total Postage and Insurance \$

Sent To Home Care Assistance, LLC
 c/o Incorporating Services, Ltd.
 7801 Folsom Boulevard, Suite 202
 Sacramento, CA 95826

Street and Apt. No.
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EL SEGUNDO, CA
 DEC 17 2020
 USPS 90245-9998

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X 2632 ☐ Agent ☐ Addressee
1. Article Addressed to: Home Care Assistance of California, LLC c/o Incorporating Services, Ltd. 7801 Folsom Boulevard, Suite 202 Sacramento, CA 95826	B. Received by (Printed Name) COV-19 C. Date of Delivery 12/22/20
2. Article Number (Transfer from service label) 7019 2280 0002 0357 3399	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 6191 0220 9442 91	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature X 2632 ☐ Agent ☐ Addressee
1. Article Addressed to: Home Care Assistance, LLC c/o Incorporating Services, Ltd. 7801 Folsom Boulevard, Suite 202 Sacramento, CA 95826	B. Received by (Printed Name) COV-19 C. Date of Delivery 12/22/20
2. Article Number (Transfer from service label) 7019 2280 0002 0357 3368	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 6191 0220 9442 77	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, December 17, 2020 4:15:08 PM

12/17/2020

LWDA Case No. LWDA-CM-815796-20
Law Firm : Haines Law Group, APC
Plaintiff Name : Tamiko Brooks
Employer: Home Care Assistance of California, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to 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



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

jramirez@haineslawgroup

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, 180

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Tamiko Brooks

Plaintiff/Aggrieved Employee Occupation *

Caregiver

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

Home Care Assistance of California, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

Employer City

Employer State

Please select... ▼

Employer Zip/Postal Code

Employer Industry *

Other ▼

Employer Industry for "Other" *

In-Home Health Care Serv

Add additional defendants☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Home Care Assistance, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

Employer City

Employer State

Please select... ▼

Employer Zip/Postal Code

Employer Industry *

Other ▼

Employer Industry for "Other" *

In-Home Health Care Serv

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select... ▼

Employer Name *

Home Care Assistance, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

Employer City

El Segundo

Employer State

California ▼

Employer Zip/Postal Code

90245

Employer Industry *

Other ▼

Employer Industry for "Other" *

In-Home Health Care Serv

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

100

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☒ Other Violation

Provide Details of Other Violation *

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Billing Last Name *

Billing Email *

Billing Phone

Billing Street Name, Number and Suite/Apt *

Billing City *

Billing State *

Billing Zip/Postal Code *

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 2020-12-17 H...LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

December 30, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Tamiko Brooks v. Home Care Assistance of California, LLC, et al.*
LWDA Case No. LWDA-CM-815796-20

To Whom It May Concern:

This letter is to supplement the letter sent by my office on behalf of Tamiko Brooks (“Ms. Brooks”) on December 17, 2020 (the “PAGA Letter”) regarding the Labor Code violations committed by Home Care Assistance of California, LLC, Home Care Assistance, Inc., Home Care Assistance, LLC, and DOES 1 through 100 (collectively “Defendants”) against Ms. Brooks and other aggrieved employees. A true and correct copy of Ms. Brooks’ original PAGA Letter is attached hereto as **Exhibit A** and it, along with the allegations in it, are incorporated herein by reference.

By this letter, Ms. Brooks supplements her PAGA letter by identifying additional Labor Code violations perpetrated by Defendants during the time period relevant to the PAGA claim. Specifically, between December 17, 2019 and the present, Ms. Brooks alleges that (1) aggrieved employees were required to submit to mandatory temperature check and symptom questionnaires for COVID-19 screening before clocking in; (2) employees were occasionally furnished with less and one-half their usual or scheduled day’s work after reporting to work but were not paid reporting time pay for the change in schedule; (3) Defendants failed to properly include all non-discretionary wages in the regular rate of pay, which resulted in sick pay, vacation, reporting time pay, and waiting time penalties being paid at the wrong rate; (4) although the nature of their work reasonably permitted the use of seats, aggrieved employees were not provided with suitable seating when performing their job duties; and (5) Defendants failed to provide an adequate number of suitable seats in reasonable proximity to the work area to allow aggrieved employees to use them when not engaged in the active duties of their employment. These additional allegations encompass the following Labor Code sections: 201, 202, 203, 204, 207, 208, 209, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 246, 510, 558, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800.

Through this letter and Plaintiff’s previous PAGA Letter, Plaintiff seeks to represent the State of California and all other hourly paid or non-exempt employees of

Defendants who were employed in California and experienced similar Labor Code violations between December 17, 2019, and the present.

As an “aggrieved employee,” Ms. Brooks has initiated a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged in her letter dated December 17, 2020, and intends to amend that action to include the additional violations described herein.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate this further alleged violation of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Andrew J. Rowbotham

cc: Home Care Assistance of California, LLC; Home Care Assistance, Inc.; Home Care Assistance, LLC, c/o Marlene S. Muraco, Attorney for Defendants (via certified mail)

August 21, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: HOME CARE ASSISTANCE, INC. AND HOME CARE ASSISTANCE, LLC

Dear Representative:

We have been retained to represent Alyssa Webb against Home Care Assistance, Inc. and Home Care Assistance, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "HCA").

Ms. Webb is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Webb may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Home Care Assistance, Inc. is a California corporation located at 1255 Oakmead Pkwy., Sunnyvale, California 95085. Home Care Assistance, LLC is a Delaware limited liability company located at 148 Hawthorne Avenue, Palo Alto, California 94301.

HCA employed Ms. Webb as an hourly-paid non-exempt Caregiver within one year of the date of this letter (until in or about June of 2020²) in the State of California. HCA directly controlled the wages, hours and working conditions of Ms. Webb's employment.

¹ Ms. Webb does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Webb will amend this notice when the true names and capacities are known. Ms. Webb is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Webb and other current and former aggrieved

² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Ms. Webb's PAGA cause of action is tolled.

The “aggrieved employees” that Ms. Webb may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of HCA within the State of California.

HCA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Webb has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at HCA, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

HCA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Webb and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. HCA failed to compensate Ms. Webb and other aggrieved employees for all hours worked and performing off-the-clock work, including travel time, pre- and post-shift, and during meal breaks. Additionally, HCA maintained an illegal rounding policy that negatively affected Ms. Webb and other aggrieved employees’ time and pay. HCA also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Moreover, HCA automatically deducted meal breaks from Ms. Webb and other aggrieved employees’ pay regardless whether they were provided with breaks. Therefore, Ms. Webb and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, HCA routinely required Ms. Webb and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with HCA policies and expectations. HCA also failed to provide adequate coverage and staffing so Ms. Webb and other aggrieved employees could be relieved of work duties and take their meal and rest breaks. HCA required Ms. Webb and other aggrieved employees to constantly monitor clients to ensure their safety, so they could not take meal and rest breaks at will. Moreover, HCA failed to authorize and permit Ms. Webb and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Lastly, HCA did not allow Ms. Webb and other aggrieved employees to leave the work premises for meal and rest breaks. Despite these facts, HCA failed to compensate Ms. Webb and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, HCA failed to pay Ms. Webb and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 203, including for all hours worked, uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, and therefore is liable under California Labor Code section 203.

///

///

///

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, HCA failed to pay Ms. Webb and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including for all hours worked, uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HCA did not provide Ms. Webb and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HCA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Webb and other aggrieved employees, (2) total hours worked by Ms. Webb and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Webb and other aggrieved employees (4) all deductions for Ms. Webb and other aggrieved employees, (5) net wages earned by Ms. Webb and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Webb and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Webb and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Webb and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, HCA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Webb and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HCA did not provide Ms. Webb and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of failing to pay them for all hours worked and off-the-clock work, including travel time, pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Ms. Webb and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HCA, including for purchasing gear (like gloves, uniforms, and shoes) they were required to wear while working, using their personal cellular phones to communicate with clients and managers, and using their personal vehicle to transport clients to and from errands.

We believe that Ms. Webb and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

///

LWDA
August 21, 2020
Page 6 of 7

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Webb will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of HCA within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Chen Xie
c/o Home Care Assistance, Inc. and Home Care Assistance, LLC
300 Ivy St. #404
San Francisco, California 94102
Agent for Service of Process for Home Care Assistance, Inc.

Chen Xie
c/o Home Care Assistance, LLC
148 Hawthorne Avenue
Palo Alto, California 94301
Agent for Service of Process for Home Care Assistance, LLC

