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FILED
Superior Court of California
County of Los Angeles

10/02/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ T. Le _____ Deputy

**[EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103]**

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES
13 UNLIMITED JURISDICTION – CENTRAL DISTRICT
14

15 **THE PEOPLE OF THE STATE OF
16 CALIFORNIA,**

17 Plaintiff,

18 v.

19 **BENJAMIN CABRERA, an individual and
20 d.b.a. TLC HOME CARE SERVICES;
21 GEOFFREY JIMENEZ, an individual;
22 CARE SPECIALIST HCS INC. (formerly
23 known as TLC HOME CARE SERVICES
24 INC.), a California Corporation; OMAR
25 OMBRA, an individual; EDITHA OMBRA,
an individual; YUSOPH OMBRA, an individual;
and DOES 1-50, inclusive,**

26 Defendants.
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Case No. 23STCV14203

**~~[PROPOSED]~~ FINAL JUDGMENT AND
PERMANENT INJUNCTION AGAINST
DEFENDANTS BENJAMIN CABRERA,
GEOFFREY JIMENEZ, CARE
SPECIALIST HCS INC., OMAR OMBRA,
EDITHA OMBRA, YUSOPH OMBRA, AND
EDRIS OMBRA**

Dept: 76
Judge: Hon. Christopher K. Lui
Action Filed: June 16, 2023

1 The Motion for Summary Judgment, or, in the Alternative, Summary Adjudication (“the
2 Motion”) submitted by Plaintiff the People of the State of California (“the People” or “Plaintiff”)
3 came on for hearing on September 2, 2025 at 8:30 a.m. in Department 76 of this Court and was
4 trailed to September 5, 2025 at 10:00 a.m., located at 111 North Hill Street, Los Angeles,
5 California 90012, the Honorable Christopher K. Lui presiding. All parties appeared through their
6 counsel of record. Attorney Todd Cleary appeared in person; other counsel appeared virtually via
7 Microsoft Teams. The Court, after full consideration of the Motion, the supporting papers
8 submitted therewith, the lack of any opposing papers, the oral arguments of counsel, all other
9 papers and evidence filed and lodged in this matter, and having issued an Order granting the
10 People’s Motion in favor of the People and against all Defendants,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

12 **I. AS TO DEFENDANTS CABRERA AND JIMENEZ**

13 **A. Findings of Fact and Conclusions of Law**

14 1. The Court incorporates by reference the stipulated facts included in the Stipulation of
15 Facts and Law Between Plaintiff and Defendants Benjamin Cabrera and Geoffrey Jimenez (“First
16 Stipulation”), which was filed on August 15, 2025, with the proposed order to the stipulation
17 entered by the Court on August 29, 2025, and adopts them as the Court’s Findings of Fact (from
18 Page 3, Line 16 to Page 11, Line 12).

19 2. The Court incorporates by reference the stipulated issues of law, including remedies under
20 the Unfair Competition Law (“UCL”), which were included in the First Stipulation and adopts
21 them as the Court’s Conclusions of Law (from Page 12, Line 4 to Page 15, Line 5).

22 **B. Injunction**

23 3. Under the UCL, Defendants Cabrera and Jimenez are permanently enjoined by this Court
24 from improperly classifying employees as independent contractors in violation of Labor Code
25 section 2775 or violating any other provisions of the Labor Code, the Unemployment Insurance
26 Code, and the wage orders of the Industrial Welfare Commission.

27 **C. Monetary Relief**

28 4. Defendants Cabrera and Jimenez must pay \$9,250,000 (9.25 million dollars) to the State

of California for restitution under the UCL.

5. Defendants Cabrera and Jimenez must pay \$250,000 (two hundred and fifty thousand dollars) to the State of California for civil penalties under the UCL.

6. Defendants Cabrera and Jimenez shall be jointly and severally liable for compliance with all monetary relief provisions set forth in this Judgment.

7. Each party will bear responsibility for its own costs, expenses, and attorneys' fees.

II. AS TO DEFENDANTS CARE SPECIALIST AND THE OMBRA FAMILY

A. Findings of Fact and Conclusions of Law

1. The Court incorporates by reference the stipulated facts included in the Stipulation of Facts and Law Between Plaintiff and Defendants Omar Ombra, Editha Ombra, Yusoph Ombra, and Edris Ombra (collectively, "the Ombra Family") and Care Specialist HCS Inc. ("Care Specialist") ("Second Stipulation"), which was filed on August 29, 2025, with the proposed order to the stipulation entered by the Court on the same day, and adopts them as the Court's Findings of Fact (from Page 3, Line 20 to Page 11, Line 6).

2. The Court incorporates by reference the stipulated issues of law, including remedies under the UCL, which were included in the Second Stipulation and adopts them as the Court's Conclusions of Law (from Page 11, Line 22 to Page 14, Line 6).

B. Injunction

3. Under the UCL, Defendants Care Specialist and the Ombra Family are permanently enjoined by this Court from improperly classifying employees as independent contractors in violation of Labor Code section 2775 or violating any other provisions of the Labor Code, the Unemployment Insurance Code, and the wage orders of the Industrial Welfare Commission.

C. Monetary Relief

4. Defendants Care Specialist and the Ombra Family must pay \$1,000,000 (one million dollars) to the State of California for restitution under the UCL.

5. Defendants Care Specialist and the Ombra Family must pay \$25,000 (twenty-five thousand dollars) to the State of California for civil penalties under the UCL.

1 6. Defendants Care Specialist and the Ombra Family shall be jointly and severally liable for
2 compliance with all monetary relief provisions set forth in the preceding two paragraphs.

3 7. Defendant Care Specialist must pay an additional \$25,000 (twenty-five thousand dollars)
4 to the State of California for civil penalties under the UCL.

5 8. Each party will bear responsibility for its own costs, expenses, and attorneys' fees.

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9 Dated: 10/02/2025, ~~2025~~



A handwritten signature in black ink, appearing to read "Christopher K. Lui", is written over a horizontal line.

Christopher K. Lui / Judge

Honorable Christopher K. Lui
Judge of the Superior Court