

1 Daniel V. Santiago (SBN 206532)
2 LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
3 355 South Grand Avenue, Suite 2450
4 Los Angeles, California 90071
5 Phone: (760) 652-9801
6 Facsimile: (760) 652-9802
7 E-mail: dvs@dvsllawoffices.com
8 Attorney for Plaintiff, Cecilia A. Rabaya

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

CECILIA A. RABAYA, individually, on behalf
of all others similarly situated, and as
representative of the State of California on
behalf of all aggrieved employees,

Plaintiff,

v.

MABUHAY INTERNATIONAL SERVICES,
INC., a Nevada corporation, JULIET M.
BOXALL, an individual, and DOES 1 through
20, inclusive,

Defendants.

Case No. 21STCV47596

**PLAINTIFF CECILIA A. RABAYA'S
UNOPPOSED STATUS REPORT IN
CONNECTION WITH THE JUNE 10,
2022 STATUS CONFERENCE;**

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF CECILIA A. RABAYA'S
UNOPPOSED STATUS REPORT IN
CONNECTION WITH THE JUNE 10,
2022 STATUS CONFERENCE** (filed under
separate cover); and

**[PROPOSED] ORDER GRANTING THE
RELIEF REQUESTED IN PLAINTIFF
CECECLIA A. RABAYA'S UNOPPOSED
STATUS REPORT IN CONNECTION
WITH THE JUNE 10, 2022 STATUS
CONFERENCE** (filed under separate cover).

Status Conference Date: June 10, 2022
(continued from February 25, 2022)

Status Conference Time: 11:30 a.m.

Status Conference Location: Department 12
of Spring Street Courthouse (The Honorable
Judge Carolyn B. Kuhl)

1 The Plaintiff, Cecilia A. Rabaya, by and through her undersigned counsel, respectfully
2 submits this Unopposed Status Report in connection with the June 10, 2022 Status Conference.

3 **I. INITIAL STATUS CONFERENCE ON FEBRUARY 25, 2022**

4 At the Initial Status Conference on February 25, 2022, the Court advised the parties, *inter*
5 *alia*: Defendant Mabuhay International Services, Inc. (which was not represented at the Initial
6 Status Conference) was *required* to retain counsel to represent it in this action; Defendant Juliet M.
7 Boxall (who represented herself at the Initial Status Conference and appeared via L.A. Court
8 Connect) was *encouraged* to retain counsel to represent her in this action; and the parties were
9 encouraged to try to resolve this case via mediation. (Declaration of Daniel V. Santiago in Support
10 of Plaintiff Cecelia A. Rabaya's Unopposed Status Report in Connection With the June 10, 2022
11 Status Conference filed concurrently herewith under separate cover ["Santiago Declaration"], ¶9.)
12 To that end, the Court continued the Initial Status Conference and the corresponding stay of all
13 discovery to May 13, 2022, and then continued it again to June 10, 2022 at 11:30 a.m. in
14 Department 12 of the Los Angeles Superior Court, Spring Street Courthouse. (Santiago
15 Declaration, ¶9.)

16 Subsequent to the Initial Status Conference on February 25, 2022, the Defendants retained
17 counsel (Sadiri S. Padre, Esq. of Santa Clarita Legal Services Corp. in Los Angeles, California).
18 Shortly thereafter, on April 25, 2022, the parties and their respective counsel attended a mediation
19 with John Edwards, Esq. of the National Conflict Resolution Center / West Coast Resolution Group.
20 (Santiago Declaration, ¶10.) Mr. Edwards is an accomplished mediator with extensive experience
21 mediating a wide variety of complex civil litigation matters including wage-and-hour class actions.
22 (Santiago Declaration, ¶10.) More detailed information regarding Mr. Edwards' background and
23 experience is available online at the following website: [www.ncronline.com/wcrg-mediator/john-](http://www.ncronline.com/wcrg-mediator/john-edwards/)
24 [edwards/](http://www.ncronline.com/wcrg-mediator/john-edwards/). (Santiago Declaration, ¶10.) The mediation resulted in a settlement of Plaintiff's claims
25 against the Defendants, as described more fully below.

II. THE PARTIES' MEDIATED SETTLEMENT AGREEMENT

Plaintiff's claims against Defendants arise from Defendants' alleged failures, *inter alia*: (a) to pay Plaintiff, the Class members and aggrieved employees all wages due and owing (including the applicable minimum wages and overtime wages as appropriate) under California Labor Code ("Labor Code") §§204(a), 1194(a), 1197 and 1454, Industrial Welfare Commission ("IWC") Wage Order No. 15-2001, §§3 and 4, and the Los Angeles Minimum Wage Ordinance; (b) to provide Plaintiff, the Class members and aggrieved employees with accurate itemized wage statements under Labor Code §226(a) and IWC Wage Order No. 15-2001, §7; and (c) to timely pay all wages due and owing upon termination of the employment of the Plaintiff, Class members and aggrieved employees who are no longer employed by MISI under Labor Code §§201-203.¹ (Santiago Declaration, ¶4.) Defendants deny the material allegations in Plaintiff's Individual, Class Action and Representative Action Complaint ("Complaint") and further deny any violation of the Labor Code or IWC Wage Order No. 15-2001 or other wrongdoing. (Santiago Declaration, ¶7.)

At the conclusion of the parties' mediation session on April 25, 2022, Mr. Edwards made a mediator's proposal for the parties to settle Plaintiff's individual claims against Defendants for Ninety Thousand Dollars (\$90,000). (Santiago Declaration, ¶11.) Mr. Edwards requested the parties to respond to his mediator's proposal by close of business on April 26, 2022. (Santiago Declaration, ¶11.) On April 26, 2022, Mr. Edwards notified the parties' counsel that all parties had agreed to his mediator's proposal subject to the execution of a formal written settlement agreement to all parties' satisfaction. (Santiago Declaration, ¶11.)

In connection with the parties' mediated settlement agreement, the parties have executed a Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement")

¹ As used herein and as defined in the Complaint, the term "the Class" is defined as all persons who worked for MISI in the State of California as in-home caregivers or domestic work employees as defined in Labor Code §1451(b)(1) at any time within four (4) years preceding the filing of the Complaint up to and through the date of the trial of the Action. (Santiago Declaration, ¶5.) Similarly, as used herein and as defined in the Complaint, the term "aggrieved employees" is defined as all Class members who worked for MISI in the State of California as in-home caregivers or domestic work employees as defined in Labor Code §1451(b)(1) at any time within the time period of one (1) year preceding the filing of the Complaint up to and through the date of the trial of the Action. (Santiago Declaration, ¶6.)

1 reflecting the settlements of Plaintiff's individual PAGA claims against the Defendants for Two
2 Thousand Dollars (\$2,000) and Plaintiff's individual non-PAGA claims against the Defendants for
3 Eighty Eight Thousand Dollars (\$88,000), for a Gross Settlement Amount of Ninety Thousand
4 Dollars (\$90,000). (Santiago Declaration, ¶12.) A true and correct copy of the parties' Settlement
5 Agreement is attached as Exhibit 1 to the Santiago Declaration.

6 More specifically, under the Settlement Agreement, Defendants shall pay a Gross Settlement
7 Amount of Ninety Thousand Dollars (\$90,000) as follows: (a) One Thousand Five Hundred Dollars
8 (\$1,500) to the Labor and Workforce Development Agency ("LWDA") in connection with the
9 settlement of Plaintiff's individual PAGA claims against the Defendants (i.e., 75% of the PAGA
10 settlement in accordance with Labor Code §2699(i)); (b) Five Hundred Dollars (\$500) to Plaintiff in
11 connection with the settlement of Plaintiff's individual PAGA claims against the Defendants (i.e.,
12 25% of the PAGA settlement in accordance with Labor Code §2699(i)); (c) Forty Five Thousand
13 Five Hundred Dollars (\$45,500) to Plaintiff in connection with the settlement of Plaintiff's
14 individual non-PAGA claims, penalties and interest against the Defendants (to be reported on an
15 IRS Form 1099 and its state and local equivalents); and (d) Forty Two Thousand Five Hundred
16 Dollars (\$42,500) to Plaintiff's counsel's firm in connection with the settlement of Plaintiff's
17 individual non-PAGA claims against the Defendants (to be reported on an IRS Form 1099 and its
18 state and local equivalents). (Santiago Declaration, ¶13.)

19 Notably, the parties' Settlement Agreement is subject to and expressly conditioned upon: (1)
20 the Court's entry of an Order (a) approving of the settlement of Plaintiff's PAGA claims on behalf
21 of herself and dismissing those claims with prejudice, (b) dismissing Plaintiff's PAGA claims on
22 behalf of the other aggrieved employees without prejudice, and (c) dismissing Plaintiff's putative
23 class action claims without prejudice; and (2) Plaintiff's filing of a Request for Dismissal of her
24 individual non-PAGA claims against the Defendants with prejudice². (Santiago Declaration, ¶15.)

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27 ² Upon receipt of notice of the Court's entry of an Order granting the relief requested herein, Plaintiff's
28 counsel will file a Request for Dismissal of Plaintiff's individual non-PAGA claims against the Defendants.
(Santiago Declaration, ¶14.) Such dismissal will be with prejudice pursuant to the terms of the parties'

III. REQUESTED RELIEF

Without opposition by the Defendants and in accordance with the parties' Settlement Agreement, Plaintiff respectfully requests that the Court enter an Order, *inter alia*: (1) approving the settlement of Plaintiff's PAGA claims against the Defendants on behalf of herself in the total amount of \$2,000 (with corresponding settlement payments of \$1,500 to the LWDA and \$500 to Plaintiff) and dismissing those claims with prejudice; (2) dismissing Plaintiff's PAGA claims against the Defendants on behalf of the other aggrieved employees without prejudice; (3) dismissing Plaintiff's putative class action claims against the Defendants without prejudice; and (4) granting such additional relief as the Court deems just and appropriate. Plaintiff respectfully files concurrently herewith under separate cover a [Proposed] Order reflecting the relief requested herein. Of note, Defendants' counsel has informed Plaintiff's counsel that Defendants' counsel does not oppose the relief requested herein. (Santiago Declaration, ¶30).

Of note, the proposed settlement of Plaintiff's individual PAGA claims against the Defendants is fair and reasonable in light of the following factors, among others: (a) Plaintiff's counsel has conducted sufficient investigation of the facts underlying Plaintiff's claims that support Plaintiff's counsel's conclusion that the proposed settlement of Plaintiff's individual PAGA claims is fair and reasonable (such investigation and discovery have included, *inter alia*: engaging in numerous, detailed conversations with my client regarding the underlying facts and the status of the parties' settlement discussions; analyzing Plaintiff's timecards and related papers provided by Plaintiff; and evaluating the arguments made by Defendants' counsel during the aforementioned mediation); (b) any settlement, including the proposed settlement in the Action, should take into consideration the time, inconvenience and uncertainty of trial that are avoided by the settlement; (c) under Labor Code §2699(i), allegedly aggrieved employees like Plaintiff are entitled to receive only 25% of any PAGA settlement with the remaining 75% to be paid to the LWDA; (d) as explained in greater detail in the Santiago Declaration at ¶¶17-18, the proposed settlement of Plaintiff's individual PAGA claims for Two Thousand Dollars (\$2,000) exceeds Plaintiff's counsel's

Settlement Agreement. (Santiago Declaration, ¶14.)

1 evaluation of a fair and reasonable settlement of those PAGA claims; and (e) as explained in greater
2 detail in the Santiago Declaration at ¶¶22-27, Plaintiff's counsel's background and experience
3 support the conclusion that the proposed settlement of Plaintiff's PAGA claims on behalf of herself
4 is fair and reasonable. (Santiago Declaration, ¶¶16-18 and 22-27.)

5 Plaintiff requests the Court's approval of the proposed settlement of her PAGA claims on
6 behalf of herself in accordance with Labor Code §2699(l)(2) which requires Court approval for
7 every PAGA settlement.³ Labor Code §2699(l)(2) further requires that the proposed PAGA
8 settlement be submitted to the LWDA at the same time that it is submitted to the Court.
9 Accordingly, Plaintiff's counsel submitted copies of this Status Report, the Declaration of Daniel V.
10 Santiago filed concurrently herewith under separate cover, and the (Proposed) Order filed
11 concurrently herewith under separate cover to the LWDA (via online filing with the LWDA)
12 immediately before filing those papers in the Los Angeles County Superior Court. (Santiago
13 Declaration, ¶28.) A true and correct copy of the email Plaintiff's counsel received from the DIR
14 PAGA Unit on behalf of the LWDA confirming her submission of those papers to the LWDA
15 earlier that day is attached to the Santiago Declaration as Exhibit 2. (Santiago Declaration, ¶28.)

16 Plaintiff's counsel does not anticipate receiving any objection or other communication from
17 the LWDA regarding the relief requested herein. (Santiago Declaration, ¶29.) During the next
18 status conference on June 10, 2020, Plaintiff's counsel will advise the Court whether he has
19 received any such objection or other communication from the LWDA. (Santiago Declaration, ¶29.)

20 **IV. NECESSITY FOR REQUESTED RELIEF**

21 Plaintiff respectfully submits that the relief requested herein is warranted in light of the
22 following factors, among others: (1) the parties are prepared to consummate their Settlement
23 Agreement immediately after the Court approves of the settlement of Plaintiff's PAGA claims on
24 behalf of herself and dismisses those claims with prejudice, dismisses Plaintiff's PAGA claims on
25 behalf of the other aggrieved employees without prejudice, and dismisses Plaintiff's putative class
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27 ³ Labor Code §2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any
28 civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same
time that it is submitted to the court."

1 action claims without prejudice; and (2) there is no just reason to delay the consummation of the
2 parties' Settlement Agreement. (Santiago Declaration, ¶19.)

3 Notice to the other aggrieved employees of the proposed dismissals described herein is not
4 required because, among other reasons, this is not a proposed settlement of a putative class action,
5 notice of this representative action has not been required to be provided to (and has not been
6 provided to) the other aggrieved employees, and the proposed dismissals described herein will not
7 prejudice any of the other aggrieved employees. (Santiago Declaration, ¶20.) *See, e.g., Baumann v.*
8 *Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice requirements
9 for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *O'Connor*
10 *v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA does not require class
11 actions procedures, such as notice and opt-out rights."); and *Ochoa-Hernandez v. Cjaders Foods,*
12 *Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed employees need not be given
13 notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA
14 claim.")

15 The following factors, among others, support the conclusion that the proposed dismissals
16 described herein will not prejudice any of the other aggrieved employees: (a) the *Baumann*,
17 *O'Connor* and *Ochoa-Hernandez* cases cited above support the proposition that unnamed aggrieved
18 employees need not be given notice of the PAGA claim; (b) Plaintiff's counsel is unaware of any
19 proposed class members' or other aggrieved employees' reliance on the Plaintiff or Plaintiff's
20 counsel to prosecute this putative class action or representative action for her or her benefit; and (c)
21 Plaintiff's counsel has not communicated with any proposed class member or aggrieved employee
22 regarding the facts underlying this case, the status of this case, or any other issue. (Santiago
23 Declaration, ¶21.)

24 If the Court grants the relief requested herein, Plaintiff would respectfully request that the
25 Court vacate all dates on its calendar relating to the Action. (Santiago Declaration, ¶8.) Of note,
26 Defendants' counsel has advised that he plans to attend the next status conference on June 10, 2022,
27 at 11:30 a.m.. (Santiago Declaration, ¶8.)
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1 Dated: May 26, 2022

PLAINTIFF, CECELIA A. RABAYA

2 By:



3 Daniel V. Santiago, Esq.

4 Counsel for the Plaintiff, Cecelia A. Rabaya

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