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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

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION
FOR AN ORDER: (1) APPROVING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS ON BEHALF OF HERSELF
AND DISMISSING THOSE CLAIMS
WITH PREJUDICE; (2) DISMISSING
PLAINTIFF'S PAGA CLAIMS ON
BEHALF OF THE OTHER ALLEGEDLY
AGGRIEVED EMPLOYEES WITHOUT
PREJUDICE; AND (3) DISMISSING
PLAINTIFF'S PUTATIVE CLASS
ACTION CLAIMS WITHOUT
PREJUDICE**

Judge: The Honorable Carolyn B. Kuhl
Department: 12
Complaint Filed: December 30, 2021

I, Daniel V. Santiago, declare:

1. I am a member in good standing of the State Bar of California (California Bar No. 206532). I am counsel for the Plaintiff, Cecelia A. Rabaya, in the above-captioned action against the Defendants, Mabuhay International Services, Inc. ("Defendant MISI") and Juliet M. Boxall ("Defendant Boxall"), currently pending before the Honorable Judge Carolyn B. Kuhl in the

1 Superior Court of the State of California, County of Los Angeles, Case No. 21STCV47596 (“the
2 Action”).

3 **Background**

4 2. I respectfully submit this declaration in support of Plaintiff’s Unopposed Motion for
5 an Order: (1) approving the settlement of Plaintiff’s PAGA claims on behalf of herself and
6 dismissing those claims with prejudice; (2) dismissing Plaintiff’s PAGA claims on behalf of the
7 other allegedly aggrieved employees without prejudice; and (3) dismissing Plaintiff’s putative class
8 action claims without prejudice (“Plaintiff’s Unopposed Motion”).

9 3. Plaintiff’s claims against Defendants are set forth in Plaintiff’s Individual, Class
10 Action and Representative Action Complaint (“Plaintiff’s Complaint”) that Plaintiff filed on or
11 about December 30, 2021. Plaintiff’s Complaint is the operative complaint in the Action.

12 4. Plaintiff’s claims against Defendants in the Action arise from Defendants’ alleged
13 failures, *inter alia*: (a) to pay Plaintiff, the Class members and aggrieved employees all wages due
14 and owing (including the applicable minimum wages and overtime wages as appropriate) under
15 California Labor Code (“Labor Code”) §§204(a), 1194(a), 1197 and 1454, Industrial Welfare
16 Commission (“IWC”) Wage Order No. 15-2001, §§3 and 4, and the Los Angeles Minimum Wage
17 Ordinance; (b) to provide Plaintiff, the Class members and aggrieved employees with accurate
18 itemized wage statements under Labor Code §226(a) and IWC Wage Order No. 15-2001, §7; and
19 (c) to timely pay all wages due and owing upon termination of the employment of the Plaintiff,
20 Class members and aggrieved employees who are no longer employed by MISI under Labor Code
21 §§201-203.

22 5. As used herein and defined in the Complaint, the term “the Class” is defined as all
23 persons who worked for Defendant MISI in the State of California as in-home caregivers or
24 domestic work employees as defined in Labor Code §1451(b)(1) at any time within four (4) years
25 preceding the filing of the Complaint up to and through the date of the trial of the Action.

26 6. As used herein and defined in the Complaint, the term “aggrieved employees” is
27 defined as all Class members who worked for Defendant MISI in the State of California as in-home
28 caregivers or domestic work employees as defined in Labor Code §1451(b)(1) at any time within

1 the time period of one (1) year preceding the filing of the Complaint up to and through the date of
2 the trial of the Action.

3 7. I am informed by Defendants' counsel (Sadiri S. Padre, Esq. of the Santa Clarita
4 Legal Services Corp. in Los Angeles, California) that Defendants deny the material allegations in
5 Plaintiff's Complaint. I am further informed by Defendants' counsel that Defendants deny any
6 violation of the Labor Code or IWC Wage Order No. 15-2001 or any other wrongdoing.

7 8. If the Court grants the relief requested in Plaintiff's Unopposed Motion, Plaintiff
8 would respectfully request that the Court vacate all dates on its calendar relating to the Action. This
9 case is not currently set for trial.

10 9. At the Initial Case Management Conference on February 25, 2022, the Court
11 encouraged the parties to try to resolve this case via mediation. To that end, the Court continued the
12 Status Conference and the corresponding stay of all discovery to May 13, 2022, and then continued
13 it again to June 10, 2022.

14 10. On May 23, 2022, I called the Clerk in Department 12 to try to schedule the hearing
15 on Plaintiff's Unopposed Motion. I advised the Clerk that I was prepared to file Plaintiff's
16 Unopposed Motion and supporting papers as soon as I obtained a hearing date / time to include in
17 the Notice of Plaintiff's Unopposed Motion. Initially, the Clerk advised that the first available
18 hearing date / time for the motion was July 7, 2022, at 10:30 a.m. Subsequently, the Clerk advised
19 that I was unable to file the motion because of the Court-ordered stay on filing such papers. In
20 response, I advised the Clerk that I would file the Joint Status Report in connection with the June
21 10, 2022 Status Conference (as required by the Court's notice on March 17, 2022) and therein
22 request the same relief that I would've requested in Plaintiff's Unopposed Motion.

23 11. Via e-mail later on May 23, 2022, I advised Defendants' counsel of the facts stated
24 in the preceding paragraph; I attached drafts of the parties' Joint Status Report, the Declaration of
25 Daniel V. Santiago In Connection With the Parties' Joint Status Report, and the [Proposed] Order
26 Granting the Relief Requested in the Parties' Joint Status Report; and I advised Defendants' counsel
27 that those papers were substantively identical to Plaintiff's Unopposed Motion and supporting
28

1 papers (which Defendants' counsel had previously approved) and that, in particular, the relief
2 requested and the grounds thereof were identical.

3 12. On May 24, 2022, Defendants' counsel advised me via phone call that he was unable
4 to sign the parties' Joint Status Report but that he had no objection to my re-styling that report as
5 Plaintiff's Unopposed Status Report in Connection With the June 10, 2022 Status Conference
6 ("Plaintiff's Unopposed Status Report").

7 13. On May 25, 2022, I sent Defendants' counsel an e-mail that attached proposed final
8 versions of Plaintiff's Unopposed Status Report and related papers (i.e., the Declaration of Daniel
9 V. Santiago and the [Proposed] Order). Additionally, I requested that Defendants' counsel confirm
10 his agreement with the proposed final versions of those papers.

11 14. Later on May 25, 2022, I exchanged text messages with Defendants' counsel
12 confirming that Defendants had no objection to Plaintiff's Unopposed Status Report and related
13 papers.

14 15. On May 26, 2022, I submitted Plaintiff's Unopposed Status Report and related
15 papers to the Labor and Workforce Development Agency ("LWDA") via its online filing system as
16 well as to the Court via the Case Anywhere document-management system. Later on May 26,
17 2022, I notified Defendants' counsel via e-mail that I had submitted those papers to the LWDA and
18 the Court as described herein and provided him with pdfs of those papers.

19 16. On June 9, 2022, the Court entered a Minute Order that, *inter alia*: took the Status
20 Conference previously set for June 10, 2022, off the Court's calendar; instructed me to file a
21 regularly noticed motion seeking the relief requested in Plaintiff's Unopposed Status Report; and
22 further instructed me to address in greater detail why dismissal of Plaintiff's putative class action
23 claims without prejudice is warranted under California Rule of Court 3.770.

24 **The Parties' Settlement Agreement**

25 17. The parties' settlement discussions included, *inter alia*: (a) Plaintiff's initial
26 settlement demand letter dated December 17, 2021, that I submitted to the Defendants via Federal
27 Express and e-mail; (b) several phone conversations with, e-mails to/from and letters from
28 Defendant Boxall *before she retained counsel*; (c) several phone conversations with and e-mails

1 to/from Defendants' counsel before and after the mediation session on April 28, 2022, with John
2 Edwards, Esq. of the National Conflict Resolution Center / West Coast Resolution Group¹; (d)
3 Plaintiff's mediation brief that I submitted to Mr. Edwards and Defendants' counsel on April 25,
4 2022; (e) Defendants' mediation brief that Defendants' counsel submitted to Mr. Edwards and me
5 on April 27, 2022; (f) extensive communications with Mr. Edwards during the mediation session on
6 April 28, 2022; and (g) multiple phone conversations with Mr. Edwards after the mediation session
7 on April 28, 2022, regarding his settlement proposal (i.e., the mediator's proposal).

8 18. At the conclusion of the mediation session on April 28, 2022, Mr. Edwards made a
9 mediator's proposal for the parties to settle Plaintiff's individual claims against Defendants for
10 Ninety Thousand Dollars (\$90,000). Mr. Edwards requested the parties to respond to his mediator's
11 proposal by close of business on April 29, 2022.

12 19. On April 29, 2022, Mr. Edwards notified the parties' counsel that all parties had
13 agreed to his mediator's proposal subject to the execution of a formal written settlement agreement
14 to all parties' satisfaction.

15 20. In connection with the parties' mediated settlement agreement, the parties have
16 executed a Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement
17 Agreement") reflecting the settlements of Plaintiff's individual PAGA claims against the
18 Defendants for Two Thousand Dollars (\$2,000) and Plaintiff's individual non-PAGA claims against
19 the Defendants for Eighty Eight Thousand Dollars (\$88,000), for a Gross Settlement Amount of
20 Ninety Thousand Dollars (\$90,000). A true and correct copy of the parties' Settlement Agreement
21 is attached hereto as Exhibit 1.

22 21. More specifically, under the Settlement Agreement, Defendants shall pay a Gross
23 Settlement Amount of Ninety Thousand Dollars (\$90,000) as follows: (a) One Thousand Five
24 Hundred Dollars (\$1,500) to the Labor and Workforce Development Agency ("LWDA") in
25 connection with the settlement of Plaintiff's individual PAGA claims against the Defendants (i.e.,
26

27 ¹ Mr. Edwards is an accomplished mediator with extensive experience mediating a wide variety of complex
28 civil litigation matters including wage-and-hour class actions. More detailed information regarding Mr.
Edwards' background and experience is available online at the following website: www.ncronline.com/wcrg-

1 75% of the PAGA settlement in accordance with Labor Code §2699(i)); (b) Five Hundred Dollars
2 (\$500) to Plaintiff in connection with the settlement of Plaintiff's individual PAGA claims against
3 the Defendants (i.e., 25% of the PAGA settlement in accordance with Labor Code §2699(i)); (c)
4 Forty Five Thousand Five Hundred Dollars (\$45,500) to Plaintiff in connection with the settlement
5 of Plaintiff's individual non-PAGA claims, penalties and interest against the Defendants (to be
6 reported on an IRS Form 1099 and its state and local equivalents); and (d) Forty Two Thousand
7 Five Hundred Dollars (\$42,500) to Plaintiff's counsel's firm in connection with the settlement of
8 Plaintiff's individual non-PAGA claims against the Defendants (to be reported on an IRS Form
9 1099 and its state and local equivalents).

10 22. Upon receipt of notice of the Court's entry of an Order granting the relief requested
11 in Plaintiff's Unopposed Motion, Plaintiff's counsel will file a Request for Dismissal of Plaintiff's
12 individual non-PAGA claims against the Defendants (such dismissal will be with prejudice pursuant
13 to the terms of the parties' Settlement Agreement).

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

20 **The Proposed Settlement of Plaintiff's Individual PAGA Claims for \$2,000 is Fair and**
21 **Reasonable.**

22 24. I respectfully submit that the proposed settlement of Plaintiff's individual PAGA
23 claims against the Defendants is fair and reasonable in light of the following factors, among others:
24 (a) I have conducted sufficient investigation of the facts underlying Plaintiff's claims that support
25 my conclusion that the proposed settlement of Plaintiff's individual PAGA claims is fair and
26 reasonable (such investigation and discovery have included, *inter alia*: engaging in numerous,
27 detailed conversations with my client regarding the underlying facts and the status of the parties'

28 _____
mediator/john-edwards/.

1 settlement discussions; analyzing Plaintiff's timecards and related papers provided by Plaintiff; and
2 evaluating the arguments made by Defendants' counsel during the aforementioned mediation); (b)
3 any settlement, including the proposed settlement in the Action, should take into consideration the
4 time, inconvenience and uncertainty of trial that are avoided by the settlement; (c) under Labor
5 Code §2699(i), allegedly aggrieved employees like Plaintiff are entitled to receive only 25% of any
6 PAGA settlement with the remaining 75% to be paid to the LWDA; and (d) as explained in detail
7 below, the proposed settlement of Plaintiff's individual PAGA claims for Two Thousand Dollars
8 (\$2,000) exceeds my evaluation of a fair and reasonable settlement of those PAGA claims.

9 25. Plaintiff estimates that the civil penalties potentially recoverable with regard to her
10 individual PAGA claims based upon Defendants' direct, non-derivative violations of the Labor
11 Code and applicable IWC Wage Order (i.e., Defendants' alleged failures to pay her all wages due
12 and owing including minimum wages and overtime wages) is approximately \$2,350.² This estimate
13 is calculated as follows:

Nature of Claim	Type Of Claim	Amount	Description
PAGA Claim o/b/o Plaintiff	PAGA Penalty For Unpaid Wages (Per Pay Period Penalty)	\$2,350	\$50 for the initial pay period + \$100 for each of the subsequent 23 pay periods = \$2,350 (25% payable to Plaintiff and 75% payable to the LWDA) <i>Note: The relevant time period with regard to Plaintiff's individual PAGA claim for unpaid wages is the 23+ week time period December 30, 2020 (one year preceding the filing of Plaintiff's Complaint) to November 18, 2021 (the date on which Defendants terminated Plaintiff's employment).</i>

21 26. I respectfully submit that, for settlement purposes, it is reasonable to discount
22 Plaintiff's estimate of the civil penalties potentially recoverable with regard to her individual PAGA
23 claims that are based upon the direct, non-derivative violations of the Labor Code and applicable
24 IWC Wage Order (\$2,350) by 50% to reflect the benefits of avoiding the delays associated with
25

26 ² Plaintiff asserts two claims that are derivative of Defendants' alleged failure to pay all wages due and
27 owing to him. More specifically, those derivative claims are Defendants' alleged failures: (1) to furnish
28 accurate itemized wage statements in violation of Labor Code §226(a); and (2) to timely pay all wages due
upon termination of employment in violation of Labor Code §§201-203.

1 continued litigation and by another 50% to reflect the uncertainty of obtaining a favorable verdict at
2 trial. The resulting figure is \$587.50 which I contend would be a fair and reasonable settlement of
3 Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's individual PAGA claims
4 for \$2,000 exceeds that figure.

5 **The Settlement of Plaintiff's Individual Non-PAGA Claims for \$88,000 is Fair and**
6 **Reasonable.**

7 27. I respectfully submit that the settlement of Plaintiff's individual non-PAGA claims
8 against the Defendants for the total amount of \$88,000 as set forth above reflects a fair and
9 reasonable settlement of those claims. That conclusion is supported by, *inter alia*, my estimate that
10 Plaintiff's potentially recoverable damages for her individual non-PAGA claims against the
11 Defendants is \$438,662.25, as described more fully below. Accordingly, the settlement of
12 Plaintiff's individual non-PAGA claims for \$88,000 is 20% of my estimate of the damages
13 potentially recoverable for those claims. For this reason, among others, I respectfully submit that
14 Plaintiff and I are not arrogating to ourselves any amount justifiable only because class claims were
15 asserted in the Complaint (one of the issues raised in the Court's Minute Order dated June 9, 2022).

16 28. My good faith estimate that Plaintiff's potentially recoverable damages for her
17 individual non-PAGA claims against the Defendants are \$438,662.25 is calculated as the sum of the
18 following: (a) the total amount of her unpaid minimum wages is at least \$134,712 as outlined in the
19 damages model below in paragraph 30 below; (b) the total amount of her unpaid overtime wages is
20 \$298,100.25 as outlined in the damages model in paragraph 31 below; (c) the total amount
21 recoverable by her for the itemized wage statement violations under Labor Code §226(a) is \$2,250
22 (\$50 for the initial pay period plus \$100 for each of the subsequent 22 bi-weekly pay periods within
23 the 46-week time period of 12/30/2020 [one year preceding the filing of Plaintiff's Complaint] to
24 11/18/21 [the date of Defendants' termination of Plaintiff's employment]); and (d) the total amount

recoverable by her for the waiting time penalty under Labor Code §203 is at least \$3,600 (at least \$15 per hour minimum wage X 8 hours per day X 30 days = \$3,600)³.

29. I respectfully submit that, for settlement purposes, it is very reasonable to discount my estimate of the damages potentially recoverable with regard to Plaintiff's individual non-PAGA claims against the Defendants (\$438,662) as follows: a 50% reduction to reflect the benefits of avoiding the delays associated with continued litigation; another 50% reduction to reflect the uncertainty of obtaining a favorable verdict at trial; and a 25% reduction to reflect the uncertainty of being able to recover a judgment against the Defendants in the full amount of those damages. The resulting figure is \$82,249 which I contend would be a fair and reasonable settlement of Plaintiff's individual non-PAGA claims against the Defendants. The proposed settlement of Plaintiff's individual non-PAGA claims against the Defendants for \$88,000 exceeds that figure by a relatively small amount.

30. Plaintiff contends that she is entitled to recover damages for the nonpayment of the applicable minimum wages as well as the applicable interest on such wages pursuant to Labor Code §§218.6 and 1194(a). I estimate that the total amount of Plaintiff's unpaid minimum wages is at least \$134,712 as outlined in the following damages model:

Time Period / Pay Periods	Hours Worked / Pay Period	Min. Wage Rate / Hr.	Min. Wages Earned	Wages Paid	Unpaid Minimum Wages
4/1/19 – 6/30/19 / 6.5 pay periods	144 hours (24 hours per day X 6 days)	\$13.25	\$12,402	\$5,850 (\$900 per pay period X 6.5 pay periods)	\$6,552
7/1/19 – 3/31/20 / 19.5 pay periods	144 hours (24 hours per day X 6 days)	\$14.25	\$40,014	\$17,550 (\$900 per pay period X 19.5 pay periods)	\$22,464
4/1/20 – 6/30/20 / 6.5 pay periods	288 hours (24 hours per day X 12 days)	\$14.25	\$26,676	\$11,700 (\$1,800 per pay period X 6.5 pay periods)	\$14,976

³ Plaintiff contends, *inter alia*: Defendants terminated her employment on November 18, 2021; to date, Defendants have failed to pay all wages that were – and remain – due and owing to her; and, therefore, the 30-day waiting time penalty for her has fully accrued.

7/1/20 – 11/18/21 / 36 pay periods	288 hours (24 hours per day X 12 days)	\$15.00	\$155,520	\$64,800 (\$1,800 per pay period X 36 pay periods)	\$90,720
Totals			\$234,612	\$99,900	\$134,712

31. Plaintiff contends that she is entitled to recover damages for the nonpayment of all overtime wages as well as the applicable interest on such wages pursuant to Labor Code §§218.6 and 1194(a).⁴ I estimate that the total amount of Plaintiff's unpaid overtime wages is \$298,100.25 as outlined in the following damages model:

Time Period / Pay Periods	Overtime Hours Worked / Pay Period	Overtime Rate / Hr.	Overtime Wages Earned	Overtime Wages Paid	Unpaid Overtime Wages
4/1/19 – 6/30/19 / 6.5 pay periods	108 (54 hours per week X 2 weeks)	\$19.875	\$13,952.25	\$0	\$13,952.25
7/1/19 – 3/31/20 / 19.5 pay periods	108 (54 hours per week X 2 weeks)	\$21.375	\$45,015.75	\$0	\$45,015.75
4/1/20 – 6/30/20 / 6.5 pay periods	252 (126 hours per week X 2 weeks)	\$21.375	\$35,012.25	\$0	\$35,012.25
7/1/20 – 11/18/21 / 36 pay periods	252 (126 hours per weeks X 2 weeks)	\$22.50	\$204,120	\$	\$204,120
Totals			\$298,100.25	\$0	\$298,100.25

Plaintiff's Request for an Order Dismissing Without Prejudice Her Putative Class Action Claims Against the Defendants Is Warranted Under California Rule of Court 3.770.

32. California Rule of Court 3.770 provides:

“(a) Court approval of dismissal

⁴ Plaintiff contends it is undisputed that, under Labor Code §1454, personal attendants like she are entitled to overtime at 1.5 times their regular rates of pay for working more than 9 hours per day and/or 45 hours per week. Plaintiff further contends the evidence she worked 24 hours per day is evidenced by, *inter alia*: (a) her timesheets that she regularly submitted to Defendants; (c) her text messages with Defendant Boxall; and (c) Defendants' inability to identify any other personal attendants who worked for the elderly woman for whom Plaintiff provided caregiving services on the days Plaintiff worked for her (because there was no need for anyone else to work on the days Plaintiff worked, as she worked 24 hours per day). Under California law, there is no good faith or "innocent misunderstanding" defense to Plaintiff's claims for unpaid minimum and overtime wages.

1 A dismissal of an entire class action, or of any party or cause of action in a
2 class action, requires court approval. The court may not grant a request to
3 dismiss a class action if the court has entered judgment following final
4 approval of a settlement. Requests for dismissal must be accompanied by a
5 declaration setting forth the facts on which the party relies. The
6 declaration must clearly state whether consideration, direct or indirect, is
7 being given for the dismissal and must describe the consideration in detail.

8 (b) Hearing on request for dismissal

9 The court may grant the request without a hearing. If the request is
10 disapproved, notice of tentative disapproval must be sent to the attorneys
11 of record. Any party may seek, within 15 calendar days of the service of
12 the notice of tentative disapproval, a hearing on the request. If no hearing
13 is sought within that period, the request for dismissal will be deemed
14 denied.

15 (c) Notice to class of dismissal

16 If the court has certified the class, and notice of the pendency of the action
17 has been provided to class members, notice of the dismissal must be given
18 to the class in the manner specified by the court. If the court has not ruled
19 on class certification, or if notice of the pendency of the action has not
20 been provided to class members in a case in which such notice was
21 required, notice of the proposed dismissal may be given in the manner and
22 to those class members specified by the court, or the action may be
23 dismissed without notice to the class members if the court finds that the
24 dismissal will not prejudice them.”

25 33. Plaintiff respectfully requests that the Court enter an Order dismissing without
26 prejudice her putative class action claims against the Defendants. Such relief is warranted under
27 California Rule of Court 3.770 for the reasons described below.

28 34. No consideration is being given for the dismissal without prejudice of Plaintiff’s
putative class action claims against the Defendants.

35. Pursuant to Rule 3.770(c), notice of the dismissal without prejudice of Plaintiff’s
putative class action claims against the Defendants is not required to be given to the proposed class
given that: (1) the Court has not certified the proposed class or any of the proposed subclasses; and
(2) notice of the pendency of Plaintiff’s putative class action claims against the Defendants has not
been required to be provided – and has not been provided – to any of the proposed class members.

36. Pursuant to Rule 3.770(c), Plaintiff’s putative class action claims against the
Defendants may be dismissed without prejudice and without notice to the proposed class members

1 given that: (1) the Court has not ruled on class certification; and (2) a dismissal without prejudice of
2 Plaintiff's putative class action claims against the Defendants would not prejudice any of the
3 proposed class members.

4 37. I respectfully submit that a dismissal without prejudice of Plaintiff's putative class
5 action claims against the Defendants would not prejudice any of the proposed class members in
6 light of the following factors, among others: (a) I am informed by Plaintiff that she is unaware of
7 any proposed class member who is relying on Plaintiff or me to prosecute any of the putative class
8 action claims alleged in the Action; (b) I am unaware of any proposed class member who is relying
9 on Plaintiff or me to prosecute any of the putative class action claims alleged in the Action; (c) I am
10 informed by Plaintiff that she is unaware of any proposed class member who is planning to
11 prosecute any claims against the Defendants, or either of them; (d) I am unaware of any proposed
12 class member who is planning to prosecute any claims against the Defendants, or either of them; (e)
13 going forward, nothing precludes any of the proposed class members from pursuing any claims
14 against the Defendants, or either of them, if they elect to do so; (f) I have not communicated with
15 any proposed class member regarding the facts underlying this case, the status of this case, or any
16 other issue; (g) if the Court grants the relief requested in Plaintiff's Unopposed Motion, there is no
17 need for me (or anyone acting on my behalf) to communicate with any proposed class member
18 regarding any issue; and (h) if the Court grants the relief requested in Plaintiff's Unopposed Motion,
19 I do not intend to communicate with any proposed class member regarding any issue, and I do not
20 intend for anyone to do so on my behalf.

21 38. The conclusion that notice to the proposed class members and aggrieved employees
22 of the proposed dismissals described herein is not required is supported by, among other cases,
23 *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) ("PAGA has no notice
24 requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA
25 action); *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) ("PAGA does
26 not require class actions procedures, such as notice and opt-out rights."); and *Ochoa-Hernandez v.*
27 *Cjaders Foods, Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) ("Unnamed employees need
28

1 not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative
2 PAGA claim.”)

3 39. A dismissal without prejudice of Plaintiff’s putative class action claims against the
4 Defendants is further warranted in light of Defendants’ defenses to class certification that
5 Defendants’ counsel articulated during the mediation process, as described more fully below.
6 Those defenses cast significant doubt on Plaintiff’s ability to obtain class certification of her
7 putative class action claims against the Defendants.

8 40. With regard to Defendants’ defenses to class certification, Defendants’ counsel
9 argued, *inter alia*, Plaintiff and the proposed class members are not similarly situated given that:
10 Plaintiff’s factual situation is unique to her; she was retained to work 10-hour shifts, as were other
11 caregivers; after being kicked out of her housing, she took it upon herself to sleep at the residence of
12 one of Defendants’ clients and then claim she was working 24+ hour shifts; and no other proposed
13 class member had these same circumstances.⁵

14 41. With regard to Defendants’ defenses to class certification, Defendants’ counsel
15 further argued, *inter alia*, this lawsuit is unsuitable for a class action because individualized issues
16 predominate. In that regard, Defendants’ counsel argued that: Defendants did not misclassify
17 Plaintiff as an independent contractor; class certification in cases involving misclassification issues
18 are very often denied because the misclassification question requires an individualized inquiry and
19 therefore cannot meet the predominance requirement; the inquiry into what work is actually done
20 can be heavily individualized (citing *Duran v. U.S. Bank Nation Assn.* (2014) 59 Cal.4th 1, 27 [“the
21 outside salesperson exemption [to overtime pay] has the obvious potential to generate individual
22 issues because the primary considerations are how and where the employee actually spends his or
23 her workday”]; *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 337 [“Any

24 _____
25 ⁵ Plaintiff contends that Defendants’ argument that she “squatted” at the residence of the elderly woman for
26 whom she provided caregiving services is unpersuasive for several reasons. First, Plaintiff stayed at that
27 residence during Covid largely to reduce the risk of her inadvertently bringing Covid into the residence
28 (given the elderly woman’s advanced age, extreme caution was warranted). Second, Plaintiff stayed at that
residence without opposition by the elderly woman and her family. Finally, with Plaintiff’s 24-hour-per-day
presence, she provided exceptional care and supervision for the elderly woman (of which the elderly woman
was in unmistakable need).

1 dispute over ‘how the employee actually spends his or her time’ [citation], of course, has the
2 potential to generate individual issues.”]; and *Soderstedt v. CBIZ Southern California, LLC*, (2011)
3 197 Cal.App.4th 133, 148 [“evaluation of whether the elements of the administrative exemption
4 have been established requires a fact-intensive inquiry, including an examination of the actual work
5 performed by the employee”]); and individualized issues are likely to predominate in determining
6 whether Defendants misclassified proposed class members.

7 42. A dismissal without prejudice of Plaintiff’s putative class action claims against the
8 Defendants is further warranted in light of the difficulty of obtaining a class action settlement that
9 would be fair and reasonable to the proposed class members. In that regard, during the course of
10 the parties’ settlement discussions, it became very clear that Defendants were unwilling to consider
11 paying any settlement amount even remotely close to a reasonable settlement of Plaintiff’s putative
12 class action claims against the Defendants.

13 43. For settlement purposes, and subject to confirmatory discovery in the event the
14 parties were able to reach a tentative settlement of Plaintiff’s putative class action claims via
15 mediation, I estimated that the total amount of the Class members’ unpaid wages (not including any
16 civil penalties resulting therefrom) was at least \$2,214,000. This estimate reflects the sum of the
17 following: (a) the total estimated amount of the Class members’ unpaid minimum wages was at
18 least \$756,000 (\$7,560 per Class member X at least 100 Class members)⁶; and (b) the total
19 estimated amount of the Class members’ unpaid overtime wages was at least \$1,458,000 (\$14,580
20 per Class member X at least 100 Class members)⁷.

21 _____
22 ⁶ If Defendant MISI paid each of the 100+ Class members in the same fashion it paid Ms. Rabaya (i.e., a flat
23 daily rate of \$150) and that each Class member worked 24 hours per day for only 3 days per week (i.e., 6
24 days per pay period) and for only 6 pay periods (i.e., slightly less than 3 months), then the total amount of
25 each Class members’ unpaid minimum wages would be \$7,560 (i.e., the difference between the minimum
26 wages earned of \$12,960 and the wages paid of \$5,400).

27 ⁷ If Defendant MISI paid each of the 100+ Class members in the same fashion it paid Ms. Rabaya (i.e., a flat
28 daily rate of \$150 with no overtime) and that each Class member worked 24 hours per day for only 3 days
per week (i.e., 6 days per pay period) and for only 6 pay periods (i.e., slightly less than 3 months), then the
total amount of each Class members’ unpaid overtime wages would be \$14,580 (i.e., the difference between
the overtime wages earned of \$14,580 and the overtime wages paid of \$0).

1 44. A dismissal without prejudice of Plaintiff's putative class action claims against the
2 Defendants is further warranted in light of the difficulty of enforcing any judgment in the amount of
3 the damages potentially recoverable for Plaintiff's putative class action claims. In that regard,
4 during the course of the parties' settlement discussions, it became very clear that, even if Plaintiff
5 obtained class certification and later obtained a verdict in her favor on one or more of her class
6 action claims, it would be very difficult, if not impossible, to enforce any judgment in the amount of
7 the damages potentially recoverable for her individual, non-class action claims (*not to mention a*
8 *judgment in the exponentially larger amount of the damages potentially recoverable for her class*
9 *action claims*).

10 45. Plaintiff and I carefully considered the poverty defense that Defendants repeatedly
11 asserted during the parties' settlement discussions. According to Defendants' counsel, Defendants'
12 poverty defense included the distinct possibility they would be forced to file bankruptcy if Plaintiff
13 continued with the prosecution of her putative class action claims.

14 46. Defendants' poverty defense was consistent with the results of my research of
15 publicly available information concerning Defendant MISI. For example, see
16 https://allbiz.com/business/mabuhay-international-services_1E-213-268-9810 which states in part
17 under the heading "Business Description": "Mabuhay International Services is located in Los
18 Angeles, California, and was founded in 2001. At this location, Mabuhay International Services
19 employs approximately 2 people. This business is working in the following industry: Employment
20 agencies. Annual sales for Mabuhay International Services are around USD 192,474.00. . . [¶]
21 Revenue: USD 192,474.00. [¶] Employees: 2" For another example, see
22 https://bizarchive.com/business/mabuhay-international-services_21-213-384-3228 which states in
23 part under the heading "BUSINESS DESCRIPTION": "Mabuhay International Services is located
24 in Los Angeles, California, and was founded in 2001. At this location, Mabuhay International
25 Services employs approximately 2 people. This business is working in the following industry:
26 Employment agencies. Annual sales for Mabuhay International Services are around 160,000. . . [¶]
27 Employees: 2 . . . [¶] Revenue: USD 160,000."

1 47. Defendants' poverty defense was also consistent with my several communications
2 with Defendant Boxall (via phone, e-mail and written correspondence) prior to her retention of
3 counsel.

4 **Additional Factors Supporting Plaintiff's Unopposed Motion**

5 48. I respectfully submit that Plaintiff's Unopposed Motion is further warranted in light
6 of the following additional factors, among others: (1) the parties are prepared to consummate their
7 Settlement Agreement immediately after the Court approves of the settlement of Plaintiff's PAGA
8 claims on behalf of herself and dismisses those claims with prejudice, dismisses Plaintiff's PAGA
9 claims on behalf of the other aggrieved employees without prejudice, and dismisses Plaintiff's
10 putative class action claims without prejudice; and (2) there is no just reason to delay the
11 consummation of the parties' Settlement Agreement.

12 49. I respectfully submit that my background and experience summarized below support
13 my conclusions that the proposed settlement of Plaintiff's PAGA claims on behalf of herself for
14 \$2,000 as well as the proposed settlement of Plaintiff's individual, non-PAGA claims for \$88,000
15 are fair and reasonable.

16 50. As to my educational background, I am a graduate of The University of Michigan
17 Law School in Ann Arbor, Michigan (J.D. in 1996) and Northwestern University in Evanston,
18 Illinois (double-majors in Economics and Political Science in 1993).

19 51. As to my professional background, I have more than 25 years of experience handling
20 a wide variety of complex civil litigation. Additionally, I have substantial experience handling
21 wage and hour litigation including wage and hour class actions, as described more fully below.

22 52. Before I established the Law Offices of Daniel V. Santiago, P.C. in 2012, I practiced
23 law for 10 years with Kaplan, Massamillo & Andrews, LLC, one of the leading aviation litigation
24 firms in the world. Previously, I practiced law with the litigation departments of Sullivan, Hill,
25 Lewin, Rez & Engel ("Sullivan Hill") in San Diego, California and Skadden, Arps, Slate, Meagher
26 & Flom ("Skadden Arps") in Los Angeles, California.

27 53. I have had substantial experience prosecuting class actions including, *inter alia*:
28 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.

1 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*
2 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
3 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
4 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
5 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
6 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
7 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
8 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
9 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
10 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
11 granted).

12 54. I have had substantial experience in the following cases for which courts have issued
13 reported decisions or orders: *Spanair S.A. v. McDonnell Douglas Corp.*, 172 Cal.App.4th 348 (2nd
14 Dist. 2009); *International Ins. Agency Services, LLC v. Revios Reinsurance U.S., Inc.*, 2007 WL
15 951943 (N.D.Ill., March 27, 2007); *Lie v. Boeing Co.*, 311 F.Supp.2d 725 (N.D.Ill. 2004); *Lie v.*
16 *Boeing Co.*, 2004 WL 1462451 (N.D.Ill., June 29, 2004); and *Bax Global, Inc. v. Federal Express*
17 *Corp.*, 2004 WL 1447940 (D.Minn., May 26, 2004).

18 55. Immediately before filing Plaintiff's Unopposed Motion and related papers in the
19 Los Angeles County Superior Court, I submitted copies of those papers to the LWDA (via online
20 filing with the LWDA). A true and correct copy of the email I received from the DIR PAGA Unit
21 on behalf of the LWDA confirming my submission of those papers to the LWDA earlier that day is
22 attached hereto as Exhibit 2.

23 56. I do not anticipate receiving any objection or other communication from the LWDA
24 regarding the relief requested in Plaintiff's Unopposed Motion. I will advise the Court whether I
25 have received any such objection or other communication from the LWDA during the hearing on
26 Plaintiff's Unopposed Motion.

27 57. Via e-mail on June 22, 2022, I provided Defendants' counsel with almost final drafts
28 of Plaintiff's Unopposed Motion and supporting papers in almost-final formats. Subsequently,

1 Defendants' counsel informed me that Defendants did not have any proposed edits to Plaintiff's
2 Unopposed Motion or any of the supporting papers and that Defendants did not oppose the relief
3 requested in Plaintiff's Unopposed Motion.

4 58. I estimate that I have invested at least 160 hours in the prosecution of Plaintiff's
5 claims in this Action. My hourly rate is \$375. Accordingly, the reasonable value of my legal
6 services in this action (more than \$60,000 [\$375 per hour X at least 160 hours] far exceeds the
7 settlement funds to be received by my firm in connection with the settlement of Plaintiff's
8 individual PAGA claims (\$0) and the settlement funds to be received by my firm in connection with
9 the settlement of Plaintiff's individual non-PAGA claims (i.e., \$42,500).

10 I declare under penalty of perjury under the laws of California that the foregoing is true and
11 correct, and that this declaration was executed on June 24, 2022.



Daniel V. Santiago
Attorney for Plaintiff, Cecelia A. Rabaya

EXHIBIT 1

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and Mutual Release of All Claims ("this Agreement") is made by and between Cecelia A. Rabaya, on the one hand, and Mabuhay International Services, Inc. and Juliet M. Boxall, on the other hand. Hereinafter, Cecelia A. Rabaya is referred to as "Plaintiff," Mabuhay International Services, Inc. and Juliet M. Boxall are collectively referred to as "Defendants," and Plaintiff and Defendants are collectively referred to as "the Parties."

WHEREAS, Plaintiff has filed individual claims, putative class action claims under California Code of Civil Procedure §382, and representative action claims under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §2698 et seq., against Defendants in the Superior Court of California, County of Los Angeles, Case No. 21STCV47596, captioned *Cecelia A. Rabaya, Individually, on behalf of all others similarly situated, and as representative of the State of California on behalf of all aggrieved employees of Mabuhay International Services, Inc. v. Mabuhay International Services, Inc., a California corporation, and Juliet M. Boxall, an individual* ("the Action");

WHEREAS, as alleged in Plaintiff's Individual, Class Action and Representative Action Complaint against Defendants in the Action ("Complaint"), Plaintiff's claims in the Action 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 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;

WHEREAS, as used herein and defined in the Complaint, the term "the Class" is defined as all persons who worked for Mabuhay International Services, Inc. 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. Similarly, as used herein and defined in the Complaint, the term "aggrieved employees" is defined as all Class members who worked for Mabuhay International Services, Inc. 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.

WHEREAS, Defendants deny all material allegations in the Complaint and further deny any liability or wrongdoing whatsoever;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, actions, and demands that Plaintiff may have against Defendants and all Defendant Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Plaintiff's prior work for Defendants, or any of them;

WHEREAS, the Parties wish to resolve all disputes, claims, complaints, grievances, actions, and demands that Defendants may have against Plaintiff and all Plaintiff Releasees as defined below including, but not limited to, any and all claims arising out of or in any way related to Plaintiff's prior work for Defendants, or any of them;

NOW, THEREFORE, in consideration of the mutual promises and releases made herein, the Parties hereby agree as follows:

1. Los Angeles County Superior Court's Dismissal Order Dismissing Plaintiff's Putative Class Action and PAGA Claims. It is understood and agreed by the Parties that Defendants are not required to transfer any portion of the Gross Settlement Amount of Ninety Thousand Dollars (\$90,000) to Plaintiff's counsel (*Daniel V. Santiago, Law Offices of Daniel V. Santiago, P.C., Torrey Reserve North Court, 11622 El Camino Real, 1st Floor, San Diego, California 92130, phone: 760-652-9801, email: dvs@dvsllawoffices.com*) as described below until Plaintiff and Plaintiff's counsel take all steps necessary for the Los Angeles County Superior Court to enter an Order, and the Los Angeles County Superior Court subsequently enters an Order, dismissing Plaintiff's putative class action claims against Defendants without prejudice, approving the settlement of Plaintiff's PAGA claims against Defendants on behalf of herself (hereinafter referred to as "Plaintiff's individual PAGA claims"), dismissing Plaintiff's individual PAGA claims against Defendants with prejudice, and dismissing Plaintiff's PAGA claims against Defendants on behalf of the other aggrieved employees without prejudice (such Order to be entered by the Los Angeles County Superior Court is hereinafter referred to as the "Dismissal Order").

2. Voluntary Dismissal of Plaintiff's Remaining Individual Claims Against Defendants. It is further understood and agreed by the Parties that Defendants are not required to transfer any portion of the Gross Settlement Amount of Ninety Thousand Dollars (\$90,000) to Plaintiff's counsel as described below until: (a) Plaintiff and Plaintiff's counsel take all steps necessary for Plaintiff's remaining individual claims against Defendants (i.e., all of Plaintiff's individual claims against Defendants *other than* her individual PAGA claims) to be dismissed with prejudice; and (b) Plaintiff's counsel provides Defendants' counsel (*Sadiri S. Padre, Esq., Santa Clarita Legal Services Corp., 3660 Wilshire Boulevard, Suite 825, Los Angeles, California 90010, phones: (213) 375-1226 and (213) 375-1227, e-mail: sspadre@gmail.com*) via e-mail and/or U.S. mail with a copy of Plaintiff's Request for Dismissal of Plaintiff's remaining individual claims against Defendants with prejudice (to be filed in the Los Angeles Superior Court as soon as possible after the Los Angeles Superior Court enters the Dismissal Order).

3. Gross Settlement Sum. Within five (5) business days of the receipt by Defendants' counsel via e-mail and/or U.S. mail from Plaintiff's counsel of copies of the Los Angeles County Superior Court's Dismissal Order and Plaintiff's Request for Dismissal of Plaintiff's remaining individual claims against Defendants with prejudice, and in order to settle all of the Plaintiff's individual claims against the Defendants and Defendant Releasees as defined herein (whether or not asserted in the Action), Defendants will begin transferring the Gross Settlement Amount of Ninety Thousand Dollars (\$90,000) to Plaintiff's counsel by sending to Plaintiff's counsel via overnight deliveries the following five (5) settlement checks within the following timeframes:

(a) within five (5) business days of Defendants' counsel's receipt via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Los Angeles County Superior Court's Dismissal Order, Defendants will send to Plaintiff's counsel via overnight delivery a settlement check made payable to the "Law Offices of Daniel V. Santiago, P.C.'s Client Trust Account" in the amount of Thirty Thousand Dollars (\$30,000) (hereinafter referred to as the "First Settlement Payment");

(b) within thirty five (35) calendar days of Defendants' counsel's receipt via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Los Angeles County Superior Court's Dismissal Order, Defendants will send to Plaintiff's counsel via overnight delivery a settlement check made payable to the "Law Offices of Daniel V. Santiago, P.C.'s Client Trust Account" in the amount of Fifteen Thousand Dollars (\$15,000) (hereinafter referred to as the "Second Settlement Payment");

(c) within sixty five (65) calendar days of Defendants' counsel's receipt via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Los Angeles County Superior Court's Dismissal Order, Defendants will send to Plaintiff's counsel via overnight delivery a settlement check made payable to the "Law Offices of Daniel V. Santiago, P.C.'s Client Trust Account" in the amount of Fifteen Thousand Dollars (\$15,000) (hereinafter referred to as the "Third Settlement Payment");

(d) within ninety five (95) calendar days of Defendants' counsel's receipt via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Los Angeles County Superior Court's Dismissal Order, Defendants will send to Plaintiff's counsel via overnight delivery a settlement check made payable to the "Law Offices of Daniel V. Santiago, P.C.'s Client Trust Account" in the amount of Fifteen Thousand Dollars (\$15,000) (hereinafter referred to as the "Fourth Settlement Payment"); and

(e) within one hundred twenty five (125) calendar days of Defendants' counsel's receipt via e-mail and/or U.S. mail from Plaintiff's counsel of a copy of the Los Angeles County Superior Court's Dismissal Order, Defendants will send to Plaintiff's counsel via overnight delivery a settlement check made payable to the "Law Offices of Daniel V. Santiago, P.C.'s Client Trust Account" in the amount of Fifteen Thousand Dollars (\$15,000) (hereinafter referred to as the "Fifth Settlement Payment").

4. Settlement of Plaintiff's Individual PAGA Claims Against Defendants. It is understood and agreed by the Parties that Two Thousand Dollars (\$2,000) of the Gross Settlement Amount is for the settlement of Plaintiff's individual PAGA claims against Defendants. Accordingly, upon Plaintiff's counsel's receipt of the First Settlement Payment described above, Plaintiff's counsel will promptly transfer: (1) to the Labor and Workforce Development Agency ("LWDA") a check drawn from Plaintiff's counsel's Client Trust Account and made payable the LWDA in the amount of One Thousand Five Hundred Dollars (\$1,500) for the settlement of Plaintiff's individual PAGA claims; and (2) to Cecelia A. Rabaya a check drawn from Plaintiff's counsel's Client Trust Account and made payable to her in the amount of Five Hundred Dollars (\$500) for the settlement of Plaintiff's individual PAGA claims. It is understood and agreed by the Parties that the aforementioned payments to the LWDA in the amount of One Thousand Five Hundred Dollars (\$1,500) and Plaintiff in the amount of Five Hundred Dollars (\$500) are civil penalties paid for the settlement and release of Plaintiff's

individual PAGA claims against Defendants.

5. Settlement Of Plaintiff's Individual Non-PAGA Claims Against Defendants. It is understood and agreed by the Parties that Eighty Eight Thousand Dollars (\$88,000) of the Gross Settlement Amount is for the settlement of Plaintiff's individual non-PAGA claims against Defendants (whether or not plead in the Action) and to be transferred to Plaintiff and Plaintiff's counsel as outlined below.

6. First Settlement Payment. Upon Plaintiff's counsel's receipt of the First Settlement Payment of Thirty Thousand Dollars (\$30,000), Plaintiff's counsel will promptly transfer: (1) One Thousand Dollars (\$1,500) to the LWDA for the settlement of Plaintiff's individual PAGA claims as outlined above; (2) Five Hundred Dollars (\$500) to Plaintiff for the settlement of Plaintiff's individual PAGA claims as outlined above; (3) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff in the amount of Fourteen Thousand Dollars (\$14,000) for the settlement of Plaintiff's individual non-PAGA claims; and (4) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) in the amount of Fourteen Thousand Dollars (\$14,000) for Plaintiff's counsel's attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims.

7. Second Settlement Payment. Upon Plaintiff's counsel's receipt of the Second Settlement Payment of Fifteen Thousand Dollars (\$15,000), Plaintiff's counsel will promptly transfer: (1) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff in the amount of Seven Thousand Five Hundred Dollars (\$7,500) for the settlement of Plaintiff's individual non-PAGA claims; and (2) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) in the amount of Seven Thousand Five Dollars (\$7,500) for Plaintiff's counsel's attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims.

8. Third Settlement Payment. Upon Plaintiff's counsel's receipt of the Third Settlement Payment of Fifteen Thousand Dollars (\$15,000), Plaintiff's counsel will promptly transfer: (1) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff in the amount of Seven Thousand Five Hundred Dollars (\$7,500) for the settlement of Plaintiff's individual non-PAGA claims; and (2) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) in the amount of Seven Thousand Five Dollars (\$7,500) for Plaintiff's counsel's attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims.

9. Fourth Settlement Payment. Upon Plaintiff's counsel's receipt of the Fourth Settlement Payment of Fifteen Thousand Dollars (\$15,000), Plaintiff's counsel will promptly transfer: (1) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff in the amount of Seven Thousand Five Hundred Dollars (\$7,500) for the settlement of Plaintiff's individual non-PAGA claims; and (2) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) in the amount of Seven Thousand Five Dollars (\$7,500) for Plaintiff's counsel's attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims.

10. Fifth Settlement Payment. Upon Plaintiff's counsel's receipt of the Fifth

Settlement Payment of Fifteen Thousand Dollars (\$15,000), Plaintiff's counsel will promptly transfer: (1) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff in the amount of Nine Thousand Dollars (\$9,000) for the settlement of Plaintiff's individual non-PAGA claims; and (2) a check drawn from Plaintiff's counsel's Client Trust Account and made payable to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) in the amount of Six Thousand (\$6,000) for Plaintiff's counsel's attorney's fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims.

11. IRS Form 1099 to the LWDA. Defendants shall report the aforementioned settlement payment of One Thousand Five Hundred Dollars (\$1,500) to the LWDA on an IRS Form 1099 and its state and local equivalents.

12. IRS Form 1099 to Plaintiff. Defendants shall report the aforementioned settlement payments totaling Forty Six Thousand Dollars (\$46,000) to Plaintiff in settlement of her individual claims on an IRS Form 1099 and its state and local equivalents.

13. IRS Form 1099 to Plaintiff's counsel. Defendants shall report the aforementioned settlement payments totaling Forty Two Thousand Five Hundred Dollars (\$42,500) to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) on an IRS Form 1099 and its state and local equivalents.

14. Late Payment of Settlement Funds. It is understood and agreed by the Parties that, if Defendants' transfer of any portion of the Gross Settlement Amount of Ninety Thousand Dollars (\$90,000) to Plaintiff's counsel is more than five (5) calendar days late, then Plaintiff reserves her rights in the exercise of her sole discretion: (a) to enforce this Agreement and the terms governing the settlement payments described above in accordance with California Code of Civil Procedure 664.6 that states in its entirety: "If the parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement."; and/or (b) to file suit in the Los Angeles County Superior Court against Defendants for recovery of any sums owing under this Agreement and to seek attorney's fees in connection therewith. It is further understood and agreed by the Parties that, if Plaintiff obtains a judgment against the Defendants, or any of them, with regard to such suit for late payment of any of the settlement amounts described above, then Defendants agree to pay Plaintiff's attorney's fees as awarded by the Los Angeles County Superior Court pursuant to this paragraph.

15. Plaintiff's Tax Obligations. Plaintiff agrees to pay federal, state, and/or local taxes, if any, that she is required by law to pay with respect to this Agreement. Plaintiff agrees to indemnify and hold Defendants harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendants, or any of them, for any amounts claimed due on account of this Agreement or pursuant to claims made under federal or state tax laws, and any costs, expenses or damages sustained by Defendants, or any of them, by reason of any such claims, including any amounts paid by Defendants as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

16. Effective Date. This Agreement shall not impose any obligations until the "Effective Date" of this Agreement defined as the date on which all of the following conditions have occurred and/or have been satisfied: (a) Defendants' counsel receives via e-mail and/or U.S. mail from Plaintiff's counsel executed copies of this Agreement, an IRS Form W-4 for Plaintiff, and IRS Forms W-9s for Plaintiff and Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.); (b) the Los Angeles Superior Court enters the Dismissal Order; (c) Plaintiff voluntarily dismisses her individual non-PAGA claims against Defendants in the Action with prejudice; and (d) the 7-day revocation period in Paragraph 5 expires. It is understood and agreed by the Parties that, shortly after this Agreement is fully executed by the Parties, Plaintiff and Plaintiff's counsel shall take all steps they deem necessary: (a) to obtain the Los Angeles County Superior Court's entry of the Dismissal Order; and (b) to voluntarily dismiss Plaintiff's individual non-PAGA claims against Defendants in the Action with prejudice. Such steps may include, *inter alia*, Plaintiff's ex parte application and/or motion seeking the Los Angeles Superior Court's entry of the Dismissal Order. It is understood and agreed by the Parties that Plaintiff and Plaintiff's counsel may elect to provide the Los Angeles County Superior Court with a copy of this Agreement in connection with such ex parte application and/or motion for seeking the Los Angeles Superior Court's entry of the Dismissal Order.

17. Mutual Releases of All Claims.

a. Plaintiff hereby and forever releases Defendants and their respective current and former directors, officers, members, employees, agents, attorneys, insurers, heirs, family members, executors, agents, assigns and all related entities (collectively, the "Defendant Releasees") from, and covenants not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that she may possess against any of the Defendant Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:

i. any and all claims relating to or arising from Plaintiff's prior working relationships with Defendants and the terminations of those relationships;

ii. any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; failure to prevent discrimination, harassment, or retaliation; hostile work environment; breach of contract, express and implied; breach of covenant of good faith and fair dealing; promissory estoppel; infliction of emotional distress; fraud; misrepresentation; interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

iii. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act, except as prohibited by law; the Fair Credit Reporting Act; the Plaintiff Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the

California Private Attorneys' General Act ("PAGA"); the California Labor Code; and the California Workers' Compensation Act, except as prohibited by law;

iv. any and all claims for violation of the federal or any state constitution;

v. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

vi. any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a result of this Agreement; and

vii. any and all claims for attorneys' fees and costs.

b. Defendants hereby and forever release Plaintiff and her agents, attorneys, insurers, heirs, family members, executors and assigns (collectively, the "Plaintiff Releasees") from, and covenant not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that they may possess against any of the Plaintiff Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement.

c. The mutual releases contained herein shall remain in effect in all respects as complete general releases as to the matters released. The mutual releases contained herein do not extend to any obligations incurred under this Agreement or to enforcement of this Agreement. Nothing in this Agreement shall be construed to release claims arising after execution of this Agreement, or claims that, by law, cannot be waived.

18. California Civil Code Section 1542. The Parties to this Agreement acknowledge that they have been advised to consult with legal counsel and are familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides:

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.

The Parties, being aware of said code section, agree to expressly waive any rights they may have thereunder, as well as under any other statute or common law principles of similar effect.

19. Waiver of ADEA Rights. Plaintiff expressly acknowledges that Plaintiff is knowingly and voluntarily waiving and releasing any rights Plaintiff might otherwise have under the federal Age Discrimination in Employment Act ("ADEA"), and that the consideration given for this waiver and release is in addition to anything of value to which Plaintiff was already

entitled. Plaintiff further acknowledges that Plaintiff has been advised by this writing, as required by the ADEA, that: (i) Plaintiff's waiver and release do not apply to rights or claims that might arise after the date Plaintiff signs this Agreement; (ii) Plaintiff has the right to consult with an attorney prior to executing this Agreement; (iii) Plaintiff has twenty-one (21) days to consider this Agreement; and (iv) Plaintiff has seven (7) days following her execution of this Agreement to revoke by delivering written notice of such revocation to Defendants' counsel.

20. Dismissal of Lawsuit and No Future Lawsuits. Other than the Action by Plaintiff against Defendants (to be dismissed), the Parties have no lawsuits, claims, or actions pending in any Party's name, or on behalf of any other person or entity, against any Party. The Parties represent that they do not intend to bring any claims on their own behalf or on behalf of any other person or entity against any other Party and agree that they will not file any lawsuits or other actions asserting any claims released by this Agreement. All Parties agree that they shall request dismissal of any actions or charges if a third party or agency institutes such claims on their behalf.

21. No Liens. Plaintiff warrants and represents that she is the sole owner of her claims, she has not assigned any claims, and there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

22. No Cooperation. Plaintiff agrees that she will not knowingly encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints by any third party against any of the Releasees, unless under a subpoena or other court order to do so. Plaintiff agrees to immediately notify Defendants upon receipt of such subpoena or court order. If approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, or complaints against any of the Releasees, Plaintiff shall state no more than that Plaintiff cannot voluntarily provide counsel or assistance (or words to that effect). Nothing in this Agreement is intended or shall limit or interfere with Plaintiff's ability to communicate with any government agency or otherwise participate in an investigation or proceeding that may be conducted by a government agency, including providing documents or other information without notice to Defendants.

23. Mutual Non-Disparagement. Plaintiff agrees to refrain from any disparagement, defamation, libel, or slander of Defendants or any of the Defendant Releasees. Similarly, Defendants agree to refrain from any disparagement, defamation, libel, or slander of Plaintiff or any of the Plaintiff Releasees. Plaintiff shall direct any inquiries by potential future employers to Defendants which shall provide only her: (i) name; (ii) former job title(s) or position(s) during her employment by Defendants; and (iii) terms of employment by Defendants, and further shall confirm that Defendants' policies are to limit such disclosure in that manner.

24. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims. No action taken by the Parties, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of actual or potential claims or (b) an acknowledgment or admission by either Party of fault or liability.

25. Strict Confidentiality. Except as is required to satisfy the conditions in Paragraph

2 above, Plaintiff agrees that she will keep the terms of this Agreement and the settlement amounts stated herein strictly confidential and will not hereafter disclose information concerning this Agreement to any person or entity except for the following persons and entities: Plaintiff's family members, attorneys or accountants or any person or entity who assists Plaintiff with the preparation and/or filing of her federal or state taxes. If any person or entity asks Plaintiff about the disputes underlying this Agreement, Plaintiff shall state no more than that such disputes have been resolved (or words to that effect) and that she's not free to further discuss it (or words to that effect). Similarly, if any person or entity asks Plaintiff about the Action, Plaintiff shall state no more than that the Action has been resolved (or words to that effect) and that she's not free to further discuss it (or words to that effect).

26. Resolution of Disputes. Any disputes between the Parties regarding the validity of this Agreement or any claims arising out of or related to this Agreement or its breach, shall be resolved in a court of competent jurisdiction in Los Angeles County, California.

27. Attorneys' Fees. Except for the consideration to be paid to Plaintiff's counsel (Law Offices of Daniel V. Santiago, P.C.) as payment for attorneys' fees and costs incurred in the prosecution of Plaintiff's individual non-PAGA claims against Defendants in the Action as set forth above, the Parties shall bear their own costs, attorneys' fees, and other fees incurred regarding the Action and the review, negotiation and preparation of this Agreement. The Parties expressly agree not to sue the other for malicious prosecution or other claims arising from the Action.

28. Payment of Compensation and Receipt of Benefits. Plaintiff acknowledges and represents that, other than the consideration set forth in this Agreement, Defendants have paid all wages, bonuses, accrued vacation/paid time off, leave, severance, reimbursable expenses, interest, and any and all other benefits and compensation due to Plaintiff.

29. Authority. Defendants represent and warrant that the undersigned have the authority to act on their behalf, and to bind them and all who may claim through them to the terms and conditions of this Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Agreement.

30. No Representations. Plaintiff represents that she has had an opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. Plaintiff has not relied upon any representations or statements made by Defendants that are not specifically set forth in this Agreement.

31. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

32. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement.

33. No Oral Modification. This Agreement may only be amended in a writing signed by Plaintiff's and Defendants' counsel.

34. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions.

35. Counterparts. This Agreement may be executed in counterparts and by pdf / email, and each counterpart and pdf / email shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

36. Voluntary Execution of Agreement. Each party to this Agreement understands and agrees that he/she/it executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of any other party to this Agreement or any third party, with the intent of releasing all claims released herein. Each party to this Agreement acknowledges that: (a) he/she/it has read this Agreement; (b) he/she/it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his/her/its own choice; (c) he/she/it understands the terms and consequences of this Agreement and of the releases it contains; and (d) he/she/it is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: May 20th, 2022

CECELIA A. RABAYA

[Signature] 05/20/2022

Dated: May 19, 2022

MABUHAY INTERNATIONAL SERVICES, INC.

By: [Signature]
Printed Name: Juliet Boxall
Title: President

Dated: May 19, 2022

JULIET M. BOXALL

[Signature]

EXHIBIT 2