

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

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

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)

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. ("MISI") and Juliet M. Boxall ("Ms. Boxall"), currently pending before the Honorable Judge Carolyn B. Kuhl in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV47596 ("the Action").

2. I respectfully submit this declaration in support of Plaintiff's Unopposed Status Report in connection with the June 10, 2022 Status Conference. Plaintiff's Unopposed Status

1 Report advises the Court of new developments subsequent to the Initial Status Conference on
2 February 25, 2022 (which the Court continued to June 10, 2022, at 11:30 a.m. in Department 12 of
3 the Los Angeles Superior Court, Spring Street Courthouse). Without opposition by the Defendants
4 and in accordance with the parties' Confidential Settlement Agreement and Mutual Release of All
5 Claims ("Settlement Agreement"), Plaintiff requests that the Court enter an Order: (1) approving the
6 settlement of Plaintiff's PAGA claims on behalf of herself and dismissing those claims with
7 prejudice; (2) dismissing Plaintiff's PAGA claims on behalf of the other allegedly aggrieved
8 employees without prejudice; and (3) dismissing Plaintiff's putative class action claims without
9 prejudice.

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

13 4. Plaintiff's claims against Defendants in the Action arise from Defendants' alleged
14 failures, *inter alia*: (a) to pay Plaintiff, the Class members and aggrieved employees all wages due
15 and owing (including the applicable minimum wages and overtime wages as appropriate) under
16 California Labor Code ("Labor Code") §§204(a), 1194(a), 1197 and 1454, Industrial Welfare
17 Commission ("IWC") Wage Order No. 15-2001, §§3 and 4, and the Los Angeles Minimum Wage
18 Ordinance; (b) to provide Plaintiff, the Class members and aggrieved employees with accurate
19 itemized wage statements under Labor Code §226(a) and IWC Wage Order No. 15-2001, §7; and
20 (c) to timely pay all wages due and owing upon termination of the employment of the Plaintiff,
21 Class members and aggrieved employees who are no longer employed by MISI under Labor Code
22 §§201-203.

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

27 6. As used herein and defined in the Complaint, the term "aggrieved employees" is
28 defined as all Class members who worked for MISI in the State of California as in-home caregivers

1 or domestic work employees as defined in Labor Code §1451(b)(1) at any time within the time
2 period of one (1) year preceding the filing of the Complaint up to and through the date of the trial of
3 the Action.

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

8 8. If the Court grants the relief requested in Plaintiff's Unopposed Status Report,
9 Plaintiff would respectfully request that the Court vacate all dates on its calendar relating to the
10 Action. This case is not currently set for trial. A status conference is set for June 10, 2022, at 11:30
11 a.m.. During a phone call with Defendants' counsel on May 24, 2022, Defendants' counsel
12 informed me that he plans to attend the next status conference on June 10, 2022, at 11:30 a.m.

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

17 10. On April 25, 2022, the parties attended a mediation with John Edwards, Esq. of the
18 National Conflict Resolution Center / West Coast Resolution Group. Mr. Edwards is an
19 accomplished mediator with extensive experience mediating a wide variety of complex civil
20 litigation matters including wage-and-hour class actions. More detailed information regarding Mr.
21 Edwards' background and experience is available online at the following website:
22 www.ncronline.com/wcrg-mediator/john-edwards/.

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

1 12. In connection with the parties' mediated settlement agreement, the parties have
2 executed a Settlement Agreement reflecting the settlements of Plaintiff's individual PAGA claims
3 against the Defendants for Two Thousand Dollars (\$2,000) and Plaintiff's individual non-PAGA
4 claims against the Defendants for Eighty Eight Thousand Dollars (\$88,000), for a Gross Settlement
5 Amount of Ninety Thousand Dollars (\$90,000). A true and correct copy of the parties' Settlement
6 Agreement is attached hereto as Exhibit 1.

7 13. More specifically, under the Settlement Agreement, Defendants shall pay a Gross
8 Settlement Amount of Ninety Thousand Dollars (\$90,000) as follows: (a) One Thousand Five
9 Hundred Dollars (\$1,500) to the Labor and Workforce Development Agency ("LWDA") in
10 connection with the settlement of Plaintiff's individual PAGA claims against the Defendants (i.e.,
11 75% of the PAGA settlement in accordance with Labor Code §2699(i)); (b) Five Hundred Dollars
12 (\$500) to Plaintiff in connection with the settlement of Plaintiff's individual PAGA claims against
13 the Defendants (i.e., 25% of the PAGA settlement in accordance with Labor Code §2699(i)); (c)
14 Forty Five Thousand Five Hundred Dollars (\$45,500) to Plaintiff in connection with the settlement
15 of Plaintiff's individual non-PAGA claims, penalties and interest against the Defendants (to be
16 reported on an IRS Form 1099 and its state and local equivalents); and (d) Forty Two Thousand
17 Five Hundred Dollars (\$42,500) to Plaintiff's counsel's firm in connection with the settlement of
18 Plaintiff's individual non-PAGA claims against the Defendants (to be reported on an IRS Form
19 1099 and its state and local equivalents).

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

24 15. The parties' Settlement Agreement is subject to and expressly conditioned upon: (1)
25 the Court's entry of an Order (a) approving of the settlement of Plaintiff's PAGA claims on behalf
26 of herself and dismissing those claims with prejudice, (b) dismissing Plaintiff's PAGA claims on
27 behalf of the other aggrieved employees without prejudice, and (c) dismissing Plaintiff's putative
28

1 class action claims without prejudice; and (2) Plaintiff's filing of a Request for Dismissal of her
2 individual non-PAGA claims against the Defendants with prejudice.

3 16. I respectfully submit that the proposed settlement of Plaintiff's individual PAGA
4 claims against the Defendants is fair and reasonable in light of the following factors, among others:

5 (a) I have conducted sufficient investigation of the facts underlying Plaintiff's claims that support
6 my conclusion that the proposed settlement of Plaintiff's individual PAGA claims is fair and
7 reasonable (such investigation and discovery have included, *inter alia*: engaging in numerous,
8 detailed conversations with my client regarding the underlying facts and the status of the parties'
9 settlement discussions; analyzing Plaintiff's timecards and related papers provided by Plaintiff; and
10 evaluating the arguments made by Defendants' counsel during the aforementioned mediation); (b)
11 any settlement, including the proposed settlement in the Action, should take into consideration the
12 time, inconvenience and uncertainty of trial that are avoided by the settlement; (c) under Labor
13 Code §2699(i), allegedly aggrieved employees like Plaintiff are entitled to receive only 25% of any
14 PAGA settlement with the remaining 75% to be paid to the LWDA; and (d) as explained in detail
15 below, the proposed settlement of Plaintiff's individual PAGA claims for Two Thousand Dollars
16 (\$2,000) exceeds my evaluation of a fair and reasonable settlement of those PAGA claims.

17 17. Plaintiff estimates that the civil penalties potentially recoverable with regard to her
18 individual PAGA claims based upon Defendants' direct, non-derivative violations of the Labor
19 Code and applicable IWC Wage Order (i.e., Defendants' alleged failures to pay her all wages due
20 and owing including minimum wages and overtime wages) is approximately \$2,350.¹ This estimate
21 is calculated as follows:

22
23
24
25
26 ¹ 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.

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>

18. For settlement purposes, it is reasonable to discount Plaintiff's estimate of the civil penalties potentially recoverable with regard to her individual PAGA claims that are based upon the direct, non-derivative violations of the Labor Code and applicable IWC Wage Order (\$2,350) by 50% to reflect the benefits of avoiding the delays associated with continued litigation and by another 50% to reflect the uncertainty of obtaining a favorable verdict at trial. The resulting figure is \$587.50 which I contend would be a fair and reasonable settlement of Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's individual PAGA claims for \$2,000 exceeds that figure.

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

20. Notice to the proposed class members and aggrieved employees of the proposed dismissals described herein is not required because, among other reasons, this is not a proposed settlement of a putative class action, notice of this representative action has not been required to be provided (and has not been provided) to the other aggrieved employees, and the proposed dismissals described herein will not prejudice any of the other class members or aggrieved employees. *See,*

1 *e.g.*, *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014) (“PAGA has no
2 notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA
3 action); *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016) (“PAGA does
4 not require class actions procedures, such as notice and opt-out rights.”); and *Ochoa-Hernandez v.*
5 *Cjaders Foods, Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010) (“Unnamed employees need
6 not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative
7 PAGA claim.”)

8 21. The following factors, among others, support the conclusion that the proposed
9 dismissals described herein will not prejudice any of the proposed class members or aggrieved
10 employees: (a) the *Baumann*, *O’Connor* and *Ochoa-Hernandez* cases cited above support the
11 proposition that unnamed aggrieved employees need not be given notice of the PAGA claim; (b) I
12 am unaware of any proposed class members’ or aggrieved employees’ reliance on the Plaintiff to
13 prosecute this putative class action and representative action for his or her benefit; (c) I am unaware
14 of any proposed class members’ or aggrieved employees’ reliance on me to prosecute this putative
15 class action and representative action for his or her benefit; (d) I have not communicated with any
16 proposed class member or aggrieved employee regarding the facts underlying this case, the status of
17 this case, or any other issue; (e) if the Court grants the relief requested in Plaintiff’s Unopposed
18 Status Report, there is no need for me (or anyone acting on my behalf) to communicate with any
19 proposed class member or aggrieved employee regarding any issue; and (f) if the Court grants the
20 relief requested in Plaintiff’s Unopposed Status Report, I do not intend to communicate with any
21 proposed class member or aggrieved employee regarding any issue, and I do not intend for anyone
22 to do so on my behalf.

23 22. I respectfully submit that my background and experience summarized below support
24 my conclusion that the proposed settlement of Plaintiff’s PAGA claims on behalf of herself is fair
25 and reasonable.

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

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

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

9 26. I have had substantial experience prosecuting class actions including, *inter alia*:
10 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.
11 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*
12 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
13 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
14 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
15 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
16 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
17 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
18 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
19 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
20 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
21 granted).

22 27. I have had substantial experience in the following cases for which courts have issued
23 reported decisions or orders: *Spanair S.A. v. McDonnell Douglas Corp.*, 172 Cal.App.4th 348 (2nd
24 Dist. 2009); *International Ins. Agency Services, LLC v. Revios Reinsurance U.S., Inc.*, 2007 WL
25 951943 (N.D.Ill., March 27, 2007); *Lie v. Boeing Co.*, 311 F.Supp.2d 725 (N.D.Ill. 2004); *Lie v.*
26 *Boeing Co.*, 2004 WL 1462451 (N.D.Ill., June 29, 2004); and *Bax Global, Inc. v. Federal Express*
27 *Corp.*, 2004 WL 1447940 (D.Minn., May 26, 2004).

1 28. Immediately before filing Plaintiff's Unopposed Status Report, this Declaration and
2 the [Proposed] Order granting the relief requested in Plaintiff's Unopposed Status Report in the Los
3 Angeles County Superior Court, I submitted copies of those papers to the LWDA (via online filing
4 with the LWDA). A true and correct copy of the email I received from the DIR PAGA Unit on
5 behalf of the LWDA confirming my submission of those papers to the LWDA earlier that day is
6 attached hereto as Exhibit 2.

7 29. I do not anticipate receiving any objection or other communication from the LWDA
8 regarding the relief requested in Plaintiff's Unopposed Status Report. During the status conference
9 on June 10, 2022, I will advise the Court whether I have received any such objection or other
10 communication from the LWDA.

11 30. Via e-mail on May 15, 2022, I provided Defendants' counsel with a proposed final
12 version of the parties' Settlement Agreement. Subsequently, during a phone call with Defendants'
13 counsel on May 16, 2022, Defendants' counsel informed me, *inter alia*: he had only one proposed
14 edit to the Settlement Agreement. Subsequently, via e-mail on May 17, 2022, I provided
15 Defendants' counsel with a final version of the parties' Settlement Agreement which was fully
16 executed as of May 20, 2022. Via e-mail on May 25, 2022, I provided Defendants' counsel with
17 drafts of Plaintiff's Unopposed Status Report, this Declaration of Daniel V. Santiago, and the
18 [Proposed] Order Granting the Relief Requested in Plaintiff's Unopposed Status Report
19 ("[Proposed] Order"). Subsequently, Defendants' counsel informed me, *inter alia*, he has no
20 objection to the relief requested in the [Proposed] Order.

21 31. I estimate that I have invested at least 150 hours in the prosecution of Plaintiff's
22 claims in this Action. My hourly rate is \$375. Accordingly, the reasonable value of my legal
23 services in this action (more than \$56,250 [\$375 per hour X at least 150 hours] far exceeds the
24 settlement funds to be received by my firm in connection with the settlement of Plaintiff's
25 individual PAGA claims (\$0) and the settlement funds to be received by my firm in connection with
26 the settlement of Plaintiff's individual non-PAGA claims (i.e., \$42,500).

1 I declare under penalty of perjury under the laws of California that the foregoing is true and
2 correct, and that this declaration was executed on May 26, 2022.

3 

4 Daniel V. Santiago
5 Attorney for Plaintiff, Cecelia A. Rabaya
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 to 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

 05/20/2022

Dated: May 19, 2022

MABUHAY INTERNATIONAL SERVICES, INC.

By: 
Printed Name: Juliet Boxall
Title: President

Dated: May 19, 2022

JULIET M. BOXALL

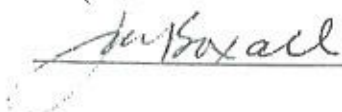


EXHIBIT 2