

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10 **SPRING STREET COURTHOUSE**

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

13 Plaintiff,

14 v.

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

18 Defendants.
19
20

Case No. 21STCV47596

**[PROPOSED] ORDER GRANTING THE
RELIEF REQUESTED IN PLAINTIFF
CECELIA 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)

21
22 **[Filed Concurrently With (a) Plaintiff Cecelia A. Rabaya's Unopposed Status Report in**
23 **Connection With the June 10, 2022 Status Conference and (b) Declaration of Daniel V.**
24 **Santiago in Support of Plaintiff Cecelia A. Rabaya's Unopposed Status Report in Connection**
25 **With the June 10, 2022 Status Conference]**

26 The Plaintiff, Cecelia A. Rabaya, filed her Individual, Class Action and Representative
27 Action Complaint ("Complaint") against the Defendants, Mabuhay International Services, Inc.
28 ("MISI") and Juliet M. Boxall ("Ms. Boxall"), on December 30, 2021. Plaintiff's Complaint

1 contains Plaintiff's individual claims, putative class action claims, and representative action claims
2 under the Private Attorneys' General Act of 2004 ("PAGA"), California Labor Code ("Labor
3 Code") §2698 et seq., against the Defendants arising from their alleged violations of the Labor
4 Code and Industrial Welfare Commission Wage Order No. 15-2001.

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

13 The parties have executed a Confidential Settlement Agreement and Mutual Release of All
14 Claims ("Settlement Agreement"), a copy of which is attached as Exhibit 1 to the Declaration of
15 Daniel V. Santiago in Support of Plaintiff's Unopposed Status Report in Connection With the June
16 10, 2022 Status Conference. The parties' Settlement Agreement is conditioned upon the Court's
17 entry of an Order: (1) approving the settlement of Plaintiff's PAGA claims on behalf of herself and
18 dismissing those claims with prejudice; (2) dismissing Plaintiff's PAGA claims on behalf of the
19 other aggrieved employees without prejudice; and (3) dismissing Plaintiff's putative class action
20 claims without prejudice.

21 **ORDER**

22 Having considered Plaintiff's Unopposed Status Report in Connection With the June 10,
23 2022 Status Conference and the Declaration of Daniel V. Santiago in Support of Plaintiff's
24 Unopposed Status Report, and good cause appearing for the relief requested in Plaintiff's
25 Unopposed Status Report,

26 **IT IS HEREBY ORDERED THAT:**

27 1. The Court approves of the settlement of Plaintiff's PAGA claims against the
28 Defendants on behalf of herself (i.e., Plaintiff's PAGA claims as representative of the State of

1 California on behalf of herself as an allegedly aggrieved employee) for Two Thousand Dollars
2 (\$2,000) to be paid as follows: (a) One Thousand Five Hundred Dollars (\$1,500) to the Labor and
3 Workforce Development Agency ("LWDA") (i.e., 75% of the PAGA settlement); and (b) Five
4 Hundred Dollars (\$500) to the Plaintiff (i.e., 25% of the PAGA settlement).

5 2. The aforementioned settlement payments to the LWDA and Plaintiff shall be made
6 in accordance with the terms of the parties' Settlement Agreement.

7 3. Plaintiff's PAGA claims against the Defendants on behalf of herself are hereby
8 dismissed with prejudice.

9 4. Plaintiff's PAGA claims against the Defendants on behalf of the other aggrieved
10 employees (i.e., Plaintiff's PAGA claims as representative of the State of California on behalf of the
11 other aggrieved employees) are hereby dismissed without prejudice.

12 5. Plaintiff's putative class action claims against the Defendants are hereby dismissed
13 without prejudice.

14 6. In accordance with the parties' Settlement Agreement, Plaintiff shall file a Request
15 for Dismissal with prejudice of all of Plaintiff's remaining claims against the Defendants (i.e., her
16 individual claims against the Defendants other than her PAGA claims and putative class action
17 claims) as soon as possible after the entry of this Order.

18
19 Dated: _____

The Honorable Judge Carolyn B. Kuhl
Judge of the Los Angeles Superior Court