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ANNEKES HERRERA DELGADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

ANNEKES "ANNIE" HERRERA
DELGADO,

PLAINTIFF,

vs.

ANDREA BOW, AN INDIVIDUAL;
ROBERT BOW, AN INDIVIDUAL,
DEFENDANTS.

Case No.: C26-00620

**JOINT EX PARTE APPLICATION FOR
ORDER APPROVING PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

JOINT EX PARTE APPLICATION

Plaintiff ANNEKES HERRERA DELGADO ("Plaintiff") and Defendants ANDREA BOW and ROBERT BOW ("Defendants") (collectively, the "Parties"), by and through their respective counsel of record, jointly apply ex parte to this Court for an order approving the Parties' settlement of the above-captioned action, including approval of the settlement of the Eleventh Cause of Action under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA").

This Joint Ex Parte Application is made pursuant to Labor Code section 2699(s), California Rules of Court, rules 3.1200 – 3.1207, and the Court's inherent authority to manage its docket. The Application is based on this document, the attached Memorandum of Points and Authorities, the Declarations of Michael D. Mahon, Annekes Herrera Delgado, and John McIntyre, the Settlement Agreement and Mutual Release attached as Exhibit A to the Mahon

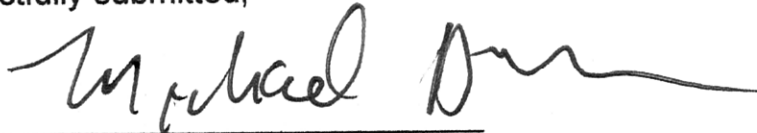
1 Declaration, all pleadings and records on file in this action, and any further
2 evidence or argument the Court may consider.

3 Counsel for Plaintiff has notified the Labor and Workforce
4 Development Agency ("LWDA") of the proposed settlement by submitting a copy
5 of the Settlement Agreement through the PAGA Filing Portal contemporaneously
6 with the filing of this Application, as required by Labor Code section 2699(s).

7 **Defense counsel John McIntyre joins in this Application, has**
8 **authorized Plaintiff's counsel to file it on a joint basis, and has signed the**
9 **Stipulation appended at the conclusion of this filing. The Application is**
10 **therefore unopposed.**

11 Dated: May 21, 2026

12 Respectfully submitted,

13 
14

15 Michael D. Mahon, SBN 207578
16 Attorney for Plaintiff
17 ANNEKES HERRERA DELGADO

18 Dated: May ____, 2026

19 SHEA & McINTYRE
20
21

22 _____
23 John McIntyre
24 Attorney for Defendants
25 ANDREA BOW and ROBERT BOW
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17 Attorney for Plaintiff
18 ANNEKES HERRERA DELGADO

19 Dated: May 21, 2026

20 SHEA & McINTYRE

21
22 _____
23 John McIntyre
24 Attorney for Defendants
25 ANDREA BOW and ROBERT BOW
26
27
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 The Parties have reached a complete settlement of this short-tenure,
4 two-defendant, single-plaintiff wage-and-hour action for the sum of \$15,000.00,
5 and dismissal of the entire action with prejudice to follow within two business
6 days of funds clearing. The settlement resolves twelve causes of action arising
7 out of Plaintiff's two periods of employment as a nanny in Defendants' private
8 residence. Because one of those causes of action — the Eleventh Cause of
9 Action — is brought under PAGA, the Parties seek this Court's approval of the
10 settlement pursuant to Labor Code section 2699(s).

11 Court approval is appropriate and should issue on the papers.
12 Plaintiff was the sole aggrieved employee through the end of the PAGA period,
13 November 3, 2025. There are no absent employees whose rights require
14 protection. Defendants have represented that any wage statement and pay
15 notice violations have been remedied, and Plaintiff's counsel has submitted the
16 settlement to LWDA through the PAGA Filing Portal. The settlement is fair,
17 reasonable, adequate, and consistent with PAGA's purposes under any
18 reasonable application of the Moniz/Haralson framework. The Parties respectfully
19 request that the Court enter the [Proposed] Order accompanying this Application.

20 **II. FACTUAL AND PROCEDURAL BACKGROUND**

- 21 1. **Employment and Claims.** Plaintiff was employed by Defendants as a
22 nanny during two periods: June 14, 2022 through September 20, 2023,
23 and March 6, 2025 through October 31, 2025. The operative First
24 Amended Complaint, filed March 30, 2026, asserts twelve causes of
25 action, including individual wage-and-hour claims, common-law tort claims
26 arising from Defendants' alleged failure to register with the Employment
27 Development Department, and a PAGA cause of action seeking civil
28 penalties under Labor Code section 2699.

- 1 2. **PAGA Notice.** On November 30, 2025, Plaintiff served the LWDA and
2 Defendants with written notice of the alleged Labor Code violations
3 through the PAGA Filing Portal. More than 65 days have elapsed since the
4 notice was filed, and LWDA has not investigated or cited Defendants for
5 the alleged violations. (See Mahon Decl., ¶ 4.) Plaintiff thereafter filed the
6 operative First Amended Complaint. The Parties agree that the PAGA
7 Period is from October 31, 2024 – November 3, 2025.
- 8 3. **Sole Aggrieved Employee.** Plaintiff was the only person employed by
9 Defendants as a domestic worker during the PAGA period which ended on
10 November 3, 2025. (Herrera Decl., ¶ 3; McIntyre Decl., ¶ 3.) There are no
11 other current or former employees against whom violations of the same
12 Labor Code provisions were committed within the meaning of Labor Code
13 section 2699(c).
- 14 4. **Settlement Terms.** The Parties have agreed that Defendants shall pay the
15 gross amount of \$15,000.00 to Plaintiff within 2 business days of: (1) the
16 court entering an order approving the settlement (2) the expiration of the
17 Revocation Period; and Defendants receiving Plaintiff's signature on the
18 Settlement Agreement and Forms W-4 and W-9 from Plaintiff , in full
19 settlement of all claims asserted in the Action. The full Settlement
20 Agreement and Mutual Release is attached to the Mahon Declaration as
21 Exhibit A. Within two business days of funds clearing, Plaintiff will file a
22 Request for Dismissal with prejudice as to the entire Action, including the
23 PAGA cause of action. Each side bears its own fees and costs.
- 24 5. **Allocation.** The \$15,000.00 settlement amount is allocated as follows: (i)
25 approximately \$2,500.00 to alleged unpaid wages, including overtime,
26 meal and rest period premiums, and unpaid paid time off, which will be
27 reported on IRS Form W-2; (ii) approximately \$12,500.00 to alleged
28 statutory penalties, waiting time penalties under Labor Code section 203,

unreimbursed business expenses, common-law tort damages, and interest, which will be reported on IRS Form 1099-MISC; and (iii) \$0 to civil penalties under the Private Attorneys General Act. (Mahon Decl., ¶ 6.) The basis for the \$0 PAGA allocation is set forth in Section IV.A below.

6. **Cure of Wage Statement/Notice Violations.** Defendants represent that any wage statement and pay notice violations alleged or that could have been alleged in the Action, including any violations of Labor Code section 2810.5, have been remedied. (McIntyre Decl., ¶ 4.) Plaintiff does not assert a claim under Labor Code section 226 because Defendants are exempt from the wage statement requirements of that section under subdivision (d) thereof as owners of a residential dwelling employing a person for the supervision of children. (See First Amended Complaint ¶ 14.)

7. **LWDA Notice of Settlement.** Plaintiff's counsel submitted a copy of the proposed Settlement Agreement to LWDA through the PAGA Filing Portal on May 21, 2026, contemporaneously with the filing of this Application. (Mahon Decl., ¶ 5.)

III. EX PARTE RELIEF IS APPROPRIATE

California Rules of Court, rule 3.1202(c), authorizes ex parte relief on a showing of irreparable harm, immediate danger, or other statutory basis for granting relief without regular notice. The Parties' settlement is time-sensitive: Defendants are obligated to wire the Settlement Payment by May 22, 2026, (or following the court's order) and dismissal must follow within two business days of clearance. (Mahon Decl., ¶ 7.) Treating this Application as a regularly-noticed motion under Code of Civil Procedure section 1005 would require sixteen court days' notice — a period that exceeds the agreed payment deadline and would jeopardize the settlement.

More fundamentally, this Application is jointly filed and unopposed. There is no adverse party to be prejudiced by the absence of full motion-day

1 notice, and no third-party rights are implicated. Plaintiff was the sole aggrieved
2 employee under PAGA, so there are no absent employees whose interests
3 require representation. LWDA has been served through the PAGA Filing Portal
4 as required by Labor Code section 2699(s), and remains free to object,
5 intervene, or appear at any hearing the Court may set. The procedural posture of
6 this Application — joint, time-limited, and affecting no absent persons — makes
7 ex parte determination on the papers appropriate.

8 **IV. THE SETTLEMENT MERITS APPROVAL**
9 **UNDER LABOR CODE SECTION 2699(s)**

10 Labor Code section 2699(s) requires that any proposed settlement
11 of a PAGA civil action be reviewed and approved by the superior court. The
12 applicable standard, as articulated in *Moniz v. Adecco USA, Inc.* (2021) 72
13 Cal.App.5th 56 and adopted thereafter by California courts, asks whether the
14 proposed settlement is “fair, reasonable, and adequate in view of PAGA’s
15 purposes to remediate present labor law violations, deter future ones, and to
16 maximize enforcement of state labor laws.” The review is meaningful but less
17 rigorous than class action approval; no class certification analysis, no notice and
18 opt-out mechanics, and no Rule 23 / Code of Civil Procedure section 382
19 findings are required.

20 Each Moniz factor supports approval here.

21 **A. The Settlement Is Fair and Reasonable in Light of Realistic Risk and**
22 **Recovery**

23 The Parties have allocated \$0 of the settlement amount to civil
24 penalties under PAGA. The Parties submit that this allocation is appropriate and
25 consistent with PAGA’s purposes for three reasons.

- 26 • *First*, Plaintiff’s individual statutory remedies are duplicative of, and
27 exceed, the maximum theoretical PAGA exposure. Plaintiff’s First
28 Amended Complaint pleads waiting time penalties under Labor Code

1 section 203 of \$11,808.00, meal period premiums of \$13,180.00, rest
2 period premiums of \$13,180.00, and other statutory damages. (FAC ¶¶
3 38–40, 46–48, 57–59.) These individual statutory remedies serve the same
4 remedial and deterrent functions as the civil penalties recoverable under
5 PAGA. The \$15,000.00 settlement substantially compensates Plaintiff for
6 these individual statutory remedies, and any additional allocation to PAGA
7 civil penalties would be duplicative of the remediation Defendants are
8 providing through the individual claims.

- 9 • *Second*, Plaintiff is the sole aggrieved employee. There is no
10 representative class of employees on whose behalf PAGA penalties could
11 otherwise be recovered. The State of California’s interest in PAGA civil
12 penalties is derivative of aggrieved employees’ Labor Code rights, and
13 where the sole aggrieved employee is being fully and fairly compensated
14 through the individual claims, the State’s derivative interest is
15 correspondingly vindicated without need of a separate PAGA payment.
- 16 • *Third*, Defendants have represented that the wage statement and pay
17 notice violations alleged or that could have been alleged in the Action have
18 been remedied. (McIntyre Decl., ¶ 4.) Remediation of the underlying
19 violations — not symbolic payment of civil penalties — is the central PAGA
20 objective. Under the post-AB 2288 framework, cure of violations is
21 expressly encouraged and credited against penalty exposure.

22 **B. The Settlement Is Adequate in Light of PAGA’s Deterrent Purposes**

23 PAGA’s primary purposes are to remediate violations, deter future
24 violations, and supplement state enforcement resources. Each purpose is served
25 here:

- 26 • *First*, Defendants represent that the wage statement and pay notice
27 violations have been remedied. Remediation is the core PAGA objective.

1 achieve. The settlement signals to similarly situated household employers
2 that misclassification of nannies as personal attendants and failure to
3 comply with the Labor Code will result in real financial consequences.

4 **C. The Settlement Is Consistent with PAGA's Purposes Because No**
5 **Absent Employees Are Affected**

6 Much of the judicial scrutiny applied to PAGA settlements is
7 designed to protect absent aggrieved employees — the workers whose rights are
8 released by a settlement that they did not negotiate. That protective function is
9 inapplicable here. Plaintiff was the sole aggrieved employee. (Herrera Decl., ¶ 3)
10 The release of the PAGA cause of action affects no person other than Plaintiff
11 and the State of California, and Plaintiff has signed the Settlement Agreement
12 after consultation with her counsel of record. (Herrera Decl., ¶¶ 4–6.)

13 **D. The LWDA Has Been Served and Has Not Objected**

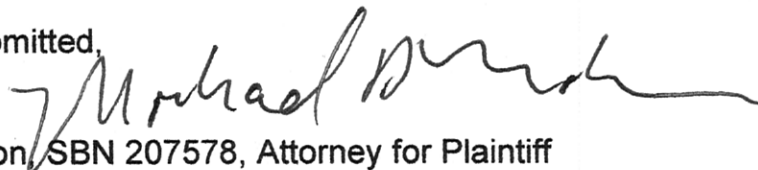
14 Labor Code section 2699(s) requires contemporaneous submission
15 of any proposed PAGA settlement to LWDA through the PAGA Filing Portal.
16 Plaintiff's counsel has complied. (Mahon Decl., ¶ 5.) LWDA retains the right to
17 object or intervene; nothing in this Application limits that right. After the
18 satisfaction of the paperwork violations, LWDA took no action and may thus be
19 considered to be satisfied. The Court may, but is not required to, condition
20 approval on LWDA's non-objection within a specified period.

21 **V. CONCLUSION**

22 The Parties respectfully request that the Court grant this Joint Ex
23 Parte Application and enter the [Proposed] Order approving the settlement,
24 including the dismissal with prejudice of the 11th Cause of Action under PAGA.

25 Dated: May 21, 2026

26 Respectfully submitted,

27 

28 Michael D. Mahon, SBN 207578, Attorney for Plaintiff