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Attorneys for Plaintiff Mykael Beltran, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MYKAEL BELTRAN, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

SAANIYA KWATRA, an individual doing
business as SAANIYA KWATRA SOLE
PROP 70415, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: BCV-21-101878

*Assigned to the Hon. Thomas S. Clark, Dept.
17*

**DECLARATION OF ALEX P.
KATOFISKY IN SUPPORT OF
STIPULATION AND [PROPOSED]
ORDER APPROVING SETTLEMENT OF
CLAIMS AND DISMISSING ACTION**

Complaint Filed: August 13, 2021

I, ALEX P. KATOFISKY, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am a of counsel for Gaines & Gaines, APLC, counsel for Plaintiff Mykael Beltran (“Plaintiff”) in this action. I have personal knowledge of the facts set forth herein and if called to testify to them, I could and would do so competently.

2. On August 13, 2021, Plaintiff filed a representative action complaint against Defendant SAANIYA KWATRA, an individual doing business as SAANIYA KWATRA SOLE PROP 70415 (“Defendant”) (hereinafter, Plaintiff and Defendant are collectively referred to as the

1 “Parties”) pursuant to the Private Attorneys General Act (Labor Code sections 2698 et seq.)
2 (“PAGA”). In the Complaint, Plaintiff alleged the following violations of the Labor Code against
3 Defendant, arising out of her employment with Defendant: (1) failure to pay all minimum wages and
4 overtime wages earned (Labor Code §§ 510, 558, and 1194); (2) failure to provide compliant rest
5 periods, or compensation in lieu thereof (Labor Code §§ 226.7 and 558); (3) failure to provide
6 compliant meal periods, or compensation in lieu thereof (Labor Code §§ 226.7, 512, and 558); (4)
7 failure to provide accurate wage statements (Labor Code §§ 226 and 226.3); and (5) failure to pay
8 employees all wages due at the time of termination (Labor Code §§ 201 and 202). Plaintiff sought
9 civil penalties on her own behalf and on behalf of all aggrieved employees in California pursuant to
10 the PAGA.

11 3. After repeated meet and confer efforts throughout the course of litigation about the
12 scope of Plaintiff’s claims, and Defendant’s continued dispute of liability, the Parties have negotiated
13 a settlement of Plaintiff’s individual claims only, and the PAGA claims will be dismissed without
14 prejudice. A true and correct copy of the Settlement is attached hereto as **Exhibit A**.

15 4. The settlement between Plaintiff and Defendants does not contemplate the waiver of
16 any claims by anyone other than Plaintiff and does not provide for the waiver of PAGA claims
17 asserted on behalf of any employee or the State, such that there is no allocation of civil penalties in
18 the Settlement.

19 5. Concurrent with the filing of this Stipulation, the Parties have submitted the Settlement
20 Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

21 I declare, under penalty of perjury, under the laws of the State of California, that the foregoing
22 is true and correct. Executed on this 2nd day of September, 2022 at Westlake Village, California.

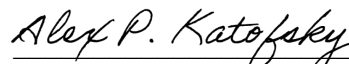
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24 
25 ALEX P. KATOFSKY
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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. **Parties.** This Settlement Agreement and Release of All Claims (“Agreement”) is made by and between Mykael Beltran (“Plaintiff”) and Saaniya Kwatra, an individual doing business as Saaniya Kwatra Sole Prop 70415 (“Defendant”) (hereinafter, Plaintiff and Defendant are collectively referred to as the “Parties”).

2. **Purpose of Agreement/Claims.**

a. **Plaintiff’s Employment with Defendant.** Defendant employed Plaintiff as a non-exempt employee from approximately March 2021 to April 2021.

b. **Plaintiff’s Dispute.** Since separating employment, Plaintiff has raised a dispute regarding her employment. Specifically, on August 13, 2021, Plaintiff filed a representative lawsuit against Defendant, asserting claims for violations of the California Private Attorneys General Act of 2004 (“PAGA”) for failure to pay all minimum and overtime wages earned, failure to provide meal and rest periods, or compensation in lieu thereof, failure to provide compliant wage statements, and failure to pay all wages owed upon termination of employment. Plaintiff’s case is entitled *Mykael Beltran v. Saaniya Kwatra, an individual doing business as Saaniya Kwatra Sole Prop 70415, et al.*, Case No. BCV-21-101878 and is currently pending in the Kern County Superior Court. Defendant disputes Plaintiff’s claims and assert that it has a history of making a good faith effort to comply with applicable law.

c. After repeated meet and confer efforts about the scope of Plaintiff’s lawsuit and Defendant’s defenses to Plaintiff’s claims, the Parties reached an agreement to settle Plaintiff’s individual claims.

d. The purpose of this Agreement is to compensate Plaintiff and memorialize certain payments to Plaintiff and to settle completely every employment-related claim and/or cause of action that Plaintiff individually has or may have against Defendant and all persons and entities being released herein, arising out of or related to Plaintiff’s employment with Defendant, as of the date of this Agreement. This Agreement also calls for the dismissal of Plaintiff’s PAGA claims asserted on behalf of all other employees of Defendant without prejudice, with no release or waiver of, or compensation for, such claims.

3. **Effective Date.** This Agreement will become effective when the Court issues an Order dismissing Plaintiff’s entire action. Promptly following execution of this Agreement, the Parties shall submit this Agreement to the Court and the Labor & Workforce Development Agency through a stipulation and order seeking the Court’s approval of the dismissal of the Action, with prejudice as to Plaintiff’s individual claims and without prejudice as to all claims of all other Aggrieved Employees and the State of California. Should the Court decline to dismiss the Action on these terms, the Effective Date shall not occur and this Agreement shall be null and void and of no force and effect.

4. **Release Payment.** In consideration of the waivers and releases in this Agreement, Defendant shall pay to Plaintiff the net sum of Twenty Thousand Dollars (\$20,000) (the “Release Payment”) as follows:

a. No later than 30 days after Plaintiff executes and returns a copy of this Agreement to Defendant’s counsel, Defendant shall pay \$10,000 via a check made payable to Gaines & Gaines, APLC Client Trust Account. The check will be mailed to Daniel Gaines at Gaines & Gaines, APLC at 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362. This check shall not be distributed until the prior occurrence of the Effective Date.

b. No later than 60 days after Plaintiff executes and returns a copy of this Agreement to Defendant’s counsel, Defendant shall pay \$10,000 via a check made payable to Gaines & Gaines, APLC Client Trust Account. The check will be mailed to Daniel Gaines at Gaines & Gaines, APLC at 4550 East Thousand

Oaks Boulevard, Suite 100, Westlake Village, California 91362. This check shall not be distributed until the prior occurrence of the Effective Date.

5. **Adequate Consideration.** Plaintiff acknowledges that the Release Payment is adequate consideration for Plaintiff's agreement to the release and other obligations set forth herein. Plaintiff acknowledges and agrees that she is not otherwise entitled to this Release Payment. Defendant is not involved with or liable for the apportionment of any of the Release Payment as between Plaintiff and her former or present attorneys or as between Plaintiff and any other person or entity.

6. **Inapplicability of California Labor Code Section 206.5.** Plaintiff and Defendant acknowledge and agree that this Agreement is made with respect to *disputed* claims and that California Labor Code section 206.5 is not applicable. That section provides:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.

7. Release of All Claims.

a. In exchange for the consideration described herein, Plaintiff, on her own behalf and on behalf of her spouse, descendants, dependents, heirs, executors, legal representatives, administrators, agents, assigns, and successors (collectively, "Releasors"), hereby covenants not to sue and fully and unconditionally forever releases and discharges Defendant, its past, present, or future predecessors, successors, assigns, affiliates, parent and subsidiary companies, and joint ventures, and its respective past, present, or future officers, directors, employees, stockholders, representatives, managers, members, spouse, partners, agents, advisors (including any financial advisors, attorneys, and accountants), insurers, and indemnitees (individually, each a "Releasee," and collectively, the "Releasees") from and against any and all claims, causes of action, judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs, and expenses, including, but not limited to, attorneys' fees and disbursements, or offsets of any nature whatsoever (collectively, "Claims") that Releasors now have, have had, or may hereafter have against the Releasees arising out of the Parties' relationship, including, but not limited to, those claims arising out of or relating to Plaintiff's employment with Defendant or the cessation of their employment, including those claims arising out of or relating to (i) Plaintiff's performance and reputation, (ii) the termination of Plaintiff's employment, (iii) harassment, (iv) discrimination, (v) retaliation, and (vi) any Claims arising under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employment Retirement Income Security Act, the California Family Rights Act, the Family and Medical Leave Act, the California Labor Code, the California Business and Professions Code, and the Fair Labor Standards Act.

b. Except for any rights created by this Agreement, this General Release is intended to be interpreted as broadly as possible and to apply to any and all claims available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages (including base salary, regular wages, overtime wages, double-time wages, bonuses, incentive compensation, and commissions), premiums and penalties (including waiting time penalties, penalties for any labor code violation, and meal and rest period premiums), interest, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence, negligent or intentional infliction of emotional distress, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, negligence, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion,

disability benefits, negligent or intentional infliction of emotional distress, defamation, wrongful termination in violation of public policy, unfair labor or business practices, employment discrimination, harassment, violation of any provision of federal or state law governing employment (including wage and hour laws and participation in class or representative actions), pursuant to wage and hour class or representative actions, and attorneys' fees or costs. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims that Plaintiff cannot, by statute, lawfully waive by this Agreement.

8. Waiver. It is the intention of the Parties in executing this Agreement that it shall be effective as a bar to each and every claim specified above. In the furtherance of this intention, Plaintiff hereby expressly waives all rights and benefits conferred upon Plaintiff by the provisions of California Civil Code section 1542 and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, and causes of action, if any. California Civil Code section 1542 provides:

A general release does not extend to claims which 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 his settlement with the debtor or released party.

Plaintiff does certify that she has read all of this Agreement, including the release provisions contained herein and the quoted section above, and that she fully understands all of the same. Plaintiff hereby expressly agrees that this Agreement shall extend and apply to all unknown, unexpected and unanticipated claims, as well as those that are now disclosed, against Defendant and each of its Releasees.

9. Confidentiality; Non-Disclosure.

a. Plaintiff and Defendant agree that they shall keep the following **confidential**: (1) the fact and circumstances leading to the execution of this Agreement; (2) the terms of this settlement and this Agreement; (3) all matters relative to this Agreement (including, but not limited to, the existence of this Agreement); (4) all communications relating to this Agreement (including, but not limited to, the fact and amounts of any payments in this Agreement); and (5) the facts/circumstances leading to this Agreement (including, but not limited to, the allegations that Defendant violated the rights of Plaintiff or any other employee of Defendant and the alleged facts supporting such allegations). Nothing herein restricts or limits the Parties' right and obligation to submit this Agreement to the Court and the Labor & Workforce Development Agency in connection with the Court's approval of this settlement and dismissal of the Action. The Parties' obligation to keep these facts/circumstances **confidential**, except as otherwise provided herein, includes all methods of communication and any forum (including, but not limited to, non-verbal gestures, anonymous or non-anonymous internet or social media posts, and communications with current/former employees of Defendant or any Releasee). Notwithstanding any provision in this paragraph, Plaintiff is permitted to disclose these facts/circumstances to her spouse, attorneys, and tax advisors on condition that she advise them of the confidentiality and that any disclosure by any of them shall be a violation of this Agreement by Plaintiff herself. Defendant is permitted to disclose these facts/circumstances to its advisors, attorneys, accountants, officers, directors, and any other employee or outside professional who has a legitimate business need for obtaining such information. The Parties will not be in violation of this Agreement if they are responding to a subpoena duly issued by a court or governmental agency, provided that the subpoenaed party provides notification to the other party, through their respective counsel in this matter no less than ten court days before any such compelled disclosure is due to be made.

b. If asked about any matter agreed as confidential pursuant to this paragraph, the Parties shall provide no other statement than "the matter has been resolved."

10. Code of Civil Procedure Section 664.6. The Parties agree that the Court shall retain jurisdiction over this matter, and that this settlement may be enforced pursuant to Code of Civil Procedure Section 664.6. The Parties intend this Agreement to be binding and enforceable and that this writing may be used as evidence of that intent. The Parties agree that the court may retain jurisdiction over the Parties to enforce the settlement. In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which she, or it may be entitled. The Parties agree that this Agreement shall be deemed admissible as evidence only in an action for breach of this Agreement.

11. No Admission of Liability. This Agreement is a compromise and settlement of disputed claims being released herein, and therefore this Agreement and the consideration exchanged under the terms of this Agreement do not constitute an admission of liability on the part of Defendant or by anyone on its behalf, or an admission, directly or by implication, that any of them have violated any law, rule, regulation, policy, or any contractual right or other obligation owed to Plaintiff or to any other person. Defendant specifically denies all allegations that it is liable to Plaintiff on any claim. The Parties merely intend to avoid any potential litigation or any other formal proceeding.

12. Form 1099. Defendant will issue an IRS Form 1099 to Gaines & Gaines, APLC at the end of 2022 for the consideration paid pursuant to the terms of paragraph 4a. Plaintiff will be responsible for paying all state and federal income tax obligations arising from such payment. The Parties agree that this is payment as consideration for execution of a release and for any possible premiums, penalties, and interest, and that these payments are not wage payments, which is why they are being paid in a manner that Defendant is issuing IRS Form(s) 1099.

13. Tax Indemnification. Plaintiff is solely responsible for the payment of, and therefore promises to pay, any and all taxes, penalties, or other costs that may be assessed against her based on the Release Payment. Defendant shall not have a duty to defend or indemnify Plaintiff against any tax claim or assessment associated with the payment made to Plaintiff under this Agreement. Plaintiff shall cooperate in the defense of any tax claims brought against Defendant associated with the payment of the Release Payment and shall indemnify and hold Defendant harmless against any action taken against them in the event any taxing authority challenges the allocation or characterization of the Release Payment and/or seeks payment of taxes, interest, penalties, or other assessments from it in connection with **any** payments paid pursuant to this Agreement.

14. Knowing and Voluntary Agreement. The Parties acknowledge that they have carefully read and fully understand all the provisions and effects of this Agreement. The Parties represent and warrant that they are not relying, and have not relied, on any representations or statements, verbal or written, made by any other Party with regard to the facts involved in this controversy or with regard to any Party's rights or asserted rights arising out of the Party's claims or the execution and terms of this Agreement, except as provided herein. The Parties entered into this Agreement freely, willingly, and without any coercion or duress. The Parties acknowledge that they may consult with an attorney to the extent so desired.

15. No Assignment or Transfer of Claims. The Parties represent and warrant that they have not assigned, transferred, or purported to assign or transfer to any other person or entity any rights, claims, or causes

of action herein released and discharged and no other person or entity has any interest in the matters herein released and discharged.

16. No External or Prior Representations. The Parties represent and warrant that they are not relying, and have not relied, on any representations or statements, verbal or written, made by any other Party with regard to the facts involved in this controversy or with regard to any Party's rights or asserted rights arising out of the Party's claims or the execution and terms of this Agreement, except as provided herein.

17. Costs/Attorneys' Fees. The Parties to this Agreement expressly agree that no Party shall be liable to any other Party, person, or entity for costs and/or attorneys' fees relating to the released claims or this Agreement, including any provided for by statute. Should any action or proceeding be initiated to enforce this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred in connection with such proceeding.

18. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

19. Applicable Law. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

20. Complete Defense. This Agreement may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit, proceeding, or claim that may be prosecuted, instituted, or attempted by either Party in breach thereof or otherwise related to the matters being released herein.

21. Counterparts. This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile, scanned, copy, digital, or photographic signature shall have the same force and effect as an original signature.

22. Modification. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement. The terms of this Agreement can only be modified by a writing signed by the Parties expressly stating that such modification is intended.

23. Entire Agreement. This Agreement constitutes the entire written agreement of compromise and settlement between the Parties. There are no other agreements, whether oral or written, modifying the terms of the Agreements. This Agreement supersedes any and all prior written or oral agreements (including oral settlement agreements) between any of the Parties.

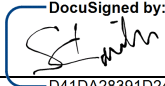
24. Default; Notice; Cure; Acceleration; Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make any payment due hereunder, it shall be in default of its obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

[SIGNATURES ON FOLLOWING PAGE]

August 23, 2022

Dated: August __, 2022

SAANIYA KWATRA, an individual doing business as
SAANIYA KWATRA SOLE PROP 70415

By  _____
Its D41DA28391D2457... _____

08 / 02 / 2022

Dated: August __, 2022

By Mykael beltran _____
MYKAEL BELTRAN

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: August 2, 2022

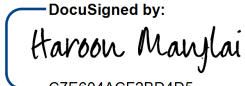
GAINES & GAINES, ALPC

By Daniel F. Gaines _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

August 23, 2022

Dated: August __, 2022

KHAN LAW GROUP, LC

By  _____
Haroon Manjlai, Esq.
Attorneys for Defendant

TITLE	Settlement Agreement
FILE NAME	Beltran - Settlement Agreement FINAL.pdf
DOCUMENT ID	e30195bee9c84e5382b8da904b654b98cfa1b207
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

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 VIEWED	08 / 02 / 2022 22:22:20 UTC	Viewed by Mykael Beltran [REDACTED]@gmail.com) IP: [REDACTED]
 SIGNED	08 / 02 / 2022 22:22:41 UTC	Signed by Mykael Beltran [REDACTED]@gmail.com) IP: [REDACTED]
 COMPLETED	08 / 02 / 2022 22:22:41 UTC	The document has been completed.

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_____ (For messenger) my business address is:

Masood Khan, Esq.
Haroon Manjlia, Esq.
KHAN LAW GROUP, LC
9431 Haven Ave., Suite 100
Rancho Cucamonga, CA 91730

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 2, 2022, at Westlake Village, California.

- 1 -

PROOF OF SERVICE