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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.
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**STIPULATION AND [PROPOSED]
ORDER APPROVING SETTLEMENT OF
CLAIMS AND DISMISSING ACTION**

[Filed Concurrently with Declaration of Alex
P. Katofsky]

Complaint Filed: August 13, 2021

STIPULATION

IT IS HEREBY STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WHEREAS, On August 13, 2021, Plaintiff Mykael Beltran (“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 “Parties”) pursuant to the Private Attorneys General Act (Labor Code sections 2698 *et seq.*) (“PAGA”). In the Complaint, Plaintiff alleged the following violations of the Labor Code against Defendants, arising out of her employment with Defendants: (1) failure to pay all minimum wages and overtime wages earned (Labor Code §§ 510, 558, and 1194); (2) failure to provide compliant rest periods, or compensation in lieu thereof (Labor Code §§ 226.7 and 558); (3) failure to provide compliant meal periods, or compensation in lieu thereof (Labor Code §§ 226.7, 512, and 558); (4) failure to provide accurate wage statements (Labor Code §§ 226 and 226.3); and (5) failure to pay employees all wages due at the time of termination (Labor Code §§ 201 and 202). Plaintiff sought civil penalties on her own behalf and on behalf of all aggrieved employees in California pursuant to the PAGA (Declaration of Alex P. Katofsky [“Katofsky Decl.”], ¶ 2);

WHEREAS, after repeated meet and confer efforts throughout the course of litigation about the scope of Plaintiff’s claims, and Defendant’s continued dispute of liability, the Parties have negotiated a settlement of Plaintiff’s individual claims only, and the PAGA claims will be dismissed without prejudice. (Katofsky Decl., ¶ 3; Exhibit A to the Katofsky Decl.);

WHEREAS, the settlement between Plaintiff and Defendant does not contemplate the waiver of any claims by anyone other than Plaintiff and does not provide for the waiver of PAGA claims asserted on behalf of any employee or the state, such that there is no allocation of civil penalties in the Settlement (Katofsky Decl. ¶ 4);

WHEREAS, concurrent with the filing of this Stipulation, the Parties have submitted the Settlement Agreement to the Labor and Workforce Development Agency in compliance with Labor Code section 2699(1)(2) (Katofsky Decl. ¶ 5).

NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the Parties hereto and through their respective attorneys of record that Plaintiff’s individual claims shall be dismissed

1 with prejudice, and the claims of all “allegedly aggrieved employees” shall be dismissed without
2 prejudice.

3 **IT IS SO STIPULATED.**

4 Dated: August 29, 2022

5 For Plaintiff:

6 GAINES & GAINES, APLC

For Defendant:

KHAN LAW GROUP, LC

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9 By: Alex P. Katofsky
10 Alex P. Katofsky, Esq.

By: Haroon Manjlai
Haroon Manjlai, Esq.

ORDER

The Court, having reviewed the Parties' stipulation and any and all supporting papers, hereby
ORDERS that:

1. The settlement of Plaintiff's individual claims is APPROVED;
2. The action is hereby DISMISSED WITH PREJUDICE as to Plaintiff's individual claims, and DISMISSED WITHOUT PREJUDICE as to claims under PAGA asserted on behalf of all allegedly aggrieved employees; and
3. The Court shall retain jurisdiction under Code of Civil Procedure Section 664.6 with respect to all matters related to the consummation of the settlement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

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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.

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PROOF OF SERVICE