

1 EVAN S. GAINES, ESQ. SBN 287668
2 **GAINES LAW CORPORATION**
3 4550 E. Thousand Oaks Blvd., Suite 100
4 Westlake Village, CA 91362
5 Telephone: (805) 892-8200
6 Facsimile: (805) 800-8928
7 Email: evan@gaines.law

8 Attorneys for Plaintiff Daniela Cabrera,
9 on behalf of herself and all “aggrieved employees”
10 pursuant to Labor Code § 2698 *et seq.*

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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF KINGS**

15 DANIELA CABRERA, on behalf of herself
16 and all “aggrieved employees” pursuant to
17 Labor Code § 2698 *et seq.*,

18 Plaintiff,

19 v.

20 MY DIABETES TUTOR, INC., a California
21 corporation, and DOES 1 through 10,
22 inclusive,

23 Defendants.

CASE NO: 24CU0417

Assigned to the Hon. Robert S. Burns, Dept.
6

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF REQUEST FOR
DISMISSAL**

[Filed Concurrently: Request for Dismissal;
Order]

Complaint Filed: October 8, 2024

1 I, Evan S. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California, and I am the
3 owner of Gaines Law Corporation, counsel of record for Plaintiff Daniela Cabrera (“Plaintiff”) in this
4 matter. The matters set forth herein are of my own personal knowledge, and if sworn as a witness, I
5 could and would testify competently thereto.

6 2. On October 8, 2024, Plaintiff filed the instant Action seeking penalties on a
7 representative basis, on behalf of herself and all “aggrieved employees,” for My Diabetes Tutor, Inc.
8 (“Defendant”) violations of California Labor Code and the Private Attorneys General Act of 2004
9 (“PAGA”), codified as § 2698, *et seq.*, by failing to pay all minimum and overtime wages earned, to
10 provide rest periods, or compensation in lieu thereof, to issue complete and accurate wage statements,
11 and to timely pay all wages due at separation of employment. The alleged violations occurred when
12 Plaintiff worked for Defendant in Kings County, California.

13 3. Following conversations with Defendant’s counsel, my office has ascertained that
14 Plaintiff’s claims are quite individual and Defendant has severe financial constraints. Furthermore,
15 liability is disputed. This determination is based on information provided by Defendant’s counsel
16 through discussions in this matter.

17 4. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and the
18 PAGA representative claims will be dismissed without prejudice, as set forth in the concurrently-filed
19 request for dismissal. Attached hereto as **Exhibit A** is a true and correct redacted copy of the Parties’
20 Confidential Settlement Agreement and General Release of Claims (the “Settlement Agreement”).

21 5. The settlement does not contemplate the waiver of any claims by anyone other than
22 Plaintiff and does not provide for the waiver of PAGA representative claims asserted on behalf of any
23 employee or the State, such that there is no allocation of civil penalties in the Settlement.

24 6. No notice is required to be given to the aggrieved employees because no notice of the
25 pending Action was ever given; there has been no publicity of which the Parties are aware; neither
26 Plaintiff nor my office have communicated with any absent aggrieved employees about the Action;
27 there is no other pending action, of which the Parties are aware, brought by any aggrieved employee;
28

1 and the aggrieved employees are not reasonably ascertainable at the present time; consequently, no
2 absent aggrieved employee will suffer prejudice as a result of this dismissal.

3 7. Plaintiff, therefore, requests that the Court enter a dismissal of this action *with*
4 *prejudice* as to Plaintiff's individual claims and *without prejudice* as to the PAGA representative
5 claims, pursuant to the request submitted concurrently herewith.

6 8. Concurrent with the filing of this Request for Dismissal, Plaintiff has submitted the
7 Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2). Attached as
8 **Exhibit B** is a true and correct copy of the upload confirmation.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing
10 is true and correct and was executed on February 26, 2025, at Westlake Village, California.

11
12 
13 EVAN S. GAINES

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of all Claims (hereinafter “Agreement” or “Settlement”) is made and entered into by Daniela Cabrera (“Cabrera” or “Plaintiff”), on the one hand, and My Diabetes Tutor, Inc., (the “Company” or “Defendant”) on the other hand.

WHEREAS, on or about August 2, 2024, Plaintiff, through her counsel, submitted a Notice of Labor Code Violations Pursuant to the California Private Attorneys’ General Act, Labor Code section 2699.3 *et seq.* (“PAGA”) to the California Labor and Workforce Development Agency, Case Number LWDA-CM-1043313-24 (“PAGA Notice”).

WHEREAS, on October 8, 2024, Plaintiff filed a complaint in the Kings County Superior Court, Case No. 24CU0417 entitled *Daniela Cabrera v. My Diabetes Tutor, Inc., et al.*, which was brought on an individual and representative basis against Defendant for alleged violations of the California Labor Code section 2698, *et. seq* (“Complaint”).

WHEREAS, Defendant denies any wrongdoing or unlawful actions and/or liability whatsoever and specifically disclaims any liability on the part of itself or any past or present officer, manager, agent, employee, or representative;

WHEREAS, Plaintiff and Defendant (collectively “the Parties,” or any individually as a “Party”) agree that a *bona fide* dispute exists as to whether Plaintiff is entitled to any of the penalties and damages Plaintiff seeks to collect by virtue of the Complaint;

AND, the Parties now wish to formally and finally document the amicable resolution of this dispute:

NOW, THEREFORE in consideration of the promises set forth below, the Parties agree as follows:

1. **Payment to Plaintiff.** In consideration for Plaintiff’s execution of this Agreement and the Parties’ full and complete compliance with all covenants and promises herein, Defendant shall pay the gross settlement amount of [REDACTED] as set forth and allocated in Paragraph 1(a), below (the “Settlement Payment”). The Settlement Payment shall be made as specified below provided that Counsel for Defendant receives all of the following: (i) the original of this Agreement executed by Plaintiff (DocuSign acceptable); and (ii) other information more fully described in Section 1(d) of this Paragraph. The Settlement Payment will be paid as follows:

(a) Within thirty (30) calendar days after Counsel for Defendant’s receipt of this Agreement fully executed by Plaintiff and the documents identified in Section 1(d), Defendant will deliver to Plaintiff’s counsel:

i.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) Plaintiff agrees that the sums being paid under Paragraph 1(a) above may be taxable to her. Plaintiff agrees to pay federal and state taxes, if any, which are required by law to be paid with respect to these payments. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, attorneys' fees, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

(c) Plaintiff agrees that the payment set forth in Paragraph 1(a) shall constitute the entire consideration provided to her under this Agreement and that Plaintiff will not seek any further compensation for any other claim, damage, costs or attorneys' fees in connection with the matters encompassed in this Agreement, or in connection with her employment with Defendant and any of the claims asserted, or which could have been asserted, against Defendant in the PAGA Notice and/or Complaint.

(d) There will be no obligation to make the Settlement Payment referred to in Paragraph 1(a) above, until the following has occurred:

i. Plaintiff fully executes this Agreement and returns the executed documents to Defendant's Counsel, Annureet K. Bezwada, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, California 93704 or via email to abezwada@littler.com;

iii. Plaintiff's Counsel provides form W-4 for Plaintiff to Defendant's Counsel, Annureet K. Bezwada, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, California 93704 or via email to abezwada@littler.com;

iv. Plaintiff's Counsel provides a form W-9 for Plaintiff and Plaintiff's Counsel to Defendant's Counsel, Annureet K. Bezwada, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, California 93704 or via email to abezwada@littler.com; and

v. Plaintiff's Counsel provides an executed Request for Dismissal of the Lawsuit to Counsel for Defendant, Annureet K. Bezwada, at Littler Mendelson, 5200 N. Palm Ave., Suite 302, Fresno, California 93704 or via email to abezwada@littler.com.

Plaintiff agrees to complete IRS W-4 and W-9 forms as necessary along with this Agreement. Plaintiff also agree to sign and return the Request for Dismissal, with prejudice as to Plaintiff's individual claims, attached hereto as Exhibit A, along with her executed copy of this Agreement and IRS W-4 and W-9 forms.

2. **No Further Compensation Due.** Plaintiff agrees that the Settlement Payment shall constitute the entire amount of consideration provided to her arising under this Agreement and that she shall not seek any further compensation for any other claimed damages, losses, penalties, liabilities, costs or attorneys' fees in connection with the matters encompassed in or relating to her employment with the Company. Plaintiff further acknowledges that California Labor Code § 206.5 is not applicable. That section provides in pertinent part as follows:

No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an event on wages to be earned, unless payment of such wages has been made.

Plaintiff further agrees that she has been paid all wages to which she is entitled under the California Labor Code and is unaware of any amounts owed to her by the Company.

3. **Full and Final Release.** In exchange for the benefits provided by the Company under this Agreement, Plaintiff and her heirs, executors, beneficiaries, successors, assignees, immediate family members, and any other person or entity who could now or hereafter assert a claim in her name or on her behalf, hereby fully and forever releases and discharges the Company, its parents, subsidiaries, affiliates, and related entities and all of their respective agents, attorneys, employees, officers, directors, shareholders, members, managers, employee benefit plans and fiduciaries, insurers, successors, predecessors, and assigns (collectively "Released Parties") from any and all claims, lawsuits, demands, actions, or causes of actions and potential claims that may legally be waived by private agreement (collectively "Claims"), whether known or unknown, which Plaintiff has asserted or could assert against the Company arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions, occurring up to and including the date Plaintiff signs this Agreement. Plaintiff acknowledges that she has received all compensation due to her as a result of services performed for the Company through the effective date of this Agreement, and has reported to the Company any and all work-related injuries incurred by her during her employment by the Company. The scope of the release in this Agreement includes, but is not limited to, a full general release of any and all Claims or potential Claims that Plaintiff may have against the Company or any of the other Released Parties, for any and all injunctive relief, declaratory relief, physical injury stemming from emotional distress, personal injury stemming from emotional distress, and injury of any and all other kinds, and/or any and all other kinds of alleged damages, or other monetary obligation, or obligation of any other sort, including but not

limited to, any and all compensatory damages, emotional distress damages, punitive damages, costs, attorneys' fees, and any and all other kinds of damages that are based in whole or in part on any act or omission occurring before this Agreement becomes effective.

This release includes, but is not limited to, (i) any and all Claims arising under the California Fair Employment and Housing Act, the California Labor Code, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (ADEA), the Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act (PWFA), the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), any amendments to such laws, any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; (ii) Claims based on veterans status; (iii) Claims in equity or under common law including but not limited to claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, defamation, emotional distress, and negligence; and (iv) all Claims made or which could have been made in the Complaint.

The foregoing notwithstanding, nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law, including, without limitation, any rights or entitlements under California or other law which Plaintiff may have to indemnification arising out of, relating to, or as a result of the performance of duties as an employee of Employer, for workers' compensation indemnity benefits under California's Workers' Compensation Act, or for unemployment or State Disability Insurance ("SDI") benefits under the California Unemployment Insurance Code.

4. **Waiver of Section 1542.** Plaintiff expressly waives all claims, known or unknown, and expressly waives any rights under California Civil Code section 1542 which provides as follows:

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.

Nothing in this Agreement is intended to waive claims (i) under COBRA or for unemployment, workers' compensation, or disability insurance benefits, (ii) for vested rights under employee compensation and benefit plans as applicable on the date Employee signs this Agreement, (iii) that may arise after Plaintiff signs this Agreement, (iv) challenging the Company's failure to comply with its promises under this Agreement, or (v) that controlling law clearly states may not be released by private agreement.

5. **Confidentiality.** Plaintiff agrees she will maintain the confidentiality of this Agreement and will not disclose in any fashion the nature and terms of this Agreement, the amount of this settlement, and/or the substance or content of discussions involved in reaching this Agreement except to her lawyer, accountant, or immediate family (defined to mean Plaintiff's

spouse, domestic partner, or dependent children, if any), or governmental agency without the prior written consent of an officer of the Company, except as necessary in any legal proceeding directly related to Plaintiff's employment with the Company or the provisions and terms of this Agreement, to prepare and file income tax forms, or as required by court order after reasonable notice to the Company; and provided that Plaintiff instructs the recipient(s) of the information (with the exception of a governmental agency), and such individuals agree not to disclose the terms of this Agreement. If Plaintiff is asked about the pending claim(s), Plaintiff will state that it is resolved and shall not further characterize this settlement.

Notwithstanding the above, nothing in this Agreement prohibits the disclosure of factual information regarding alleged sexual assault, sexual harassment, workplace harassment or discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status of any person, or any other protected characteristic under California law, failure to prevent such discrimination or harassment in the workplace, or retaliation for reporting such harassment or discrimination in the workplace. Plaintiff expressly represents that she has made no claims of sexual harassment or sexual abuse and she is aware of no facts giving rise to such claims. Nothing in this Agreement shall be read to waive Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by the Company or by the Company's agents or employees, when Plaintiff has been required or requested to attend the proceeding pursuant to court order, subpoena, or written request from an administrative agency or the legislature.

6. **Non-Disparagement:** Except as provided and permitted by this Agreement and applicable law, including Section 7 of the National Labor Relations Act, Plaintiff expressly agrees that she will not make any disparaging comments about the Company (or other "Released Parties" related or affiliated with the Company), the Company's officers or directors or the Company's current or former clients. The agreement set forth in this section shall not apply to responses to any governmental agency or court investigations, inquiries, or testimony under oath. Plaintiff further agrees not to post any such statements on the internet or any blog or social networking site, including but not limited to Facebook, Glassdoor, LinkedIn, or any other internet site or platform, nor shall she engage in publicity, press releases, and publication regarding the terms of the agreement between the parties.

7. **Proprietary Information:** To the fullest extent permitted by law, Plaintiff agrees to retain in confidence any confidential information known to her concerning the Company until such information is publicly available. Confidential and proprietary information and trade secrets protected in this or any other agreement or release that the Company has presented to her is hereby amended to exclude information protected under the Right to Engage in Protected Activity section below.

8. **Liquidated Damages:** Plaintiff agrees that the Confidentiality and Non-Disparagement provisions of the Agreement may be specifically enforced by a court of competent jurisdiction, and may be used as evidence in a subsequent proceeding alleging a breach of the Agreement. Plaintiff agrees that damages for an improper disclosure in violation of these

provisions would be and are difficult to ascertain and therefore render this matter appropriate for liquidated damages. Thus, to the extent that the Company proves in a court of competent jurisdiction that Plaintiff breached this Agreement's Confidentiality and/or Non-Disparagement provisions, Plaintiff agrees to pay the Company 10% of the sums allocated to her in Paragraph 3(a) and 3(b) above, per each proven violation, in addition to the attorneys' fees, costs, and expenses incurred by the Company to enforce these provisions. Plaintiff agrees that this sum is reasonable in light of the circumstances existing at the time of the Agreement. The Parties further agree that such damages are not intended to be, and shall not be construed as, a penalty. This provision is not intended to preclude otherwise available recovery of attorneys' fees or cost specifically authorized under applicable law.

9. **No Admission of Liability.** This Agreement shall not be construed as an admission by the Company of any liability or acts of wrongdoing or unlawful conduct, nor shall it be considered to be evidence of such liability, wrongdoing, or unlawful discrimination. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Company and Released Parties.

10. **Attorneys' Fees/Medicare and Medicaid Interest:** This Agreement settles and releases any and all claims for attorneys' fees. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare or Medicaid in contravention of 42 U.S.C. §1395y(b). The Parties resolved this matter in compliance with both federal, state, and local law. The Parties made every effort to adequately protect the interests of Medicare and Medicaid.

11. **Attorney's Fees and Costs.** Each party to this Agreement acknowledges that each shall bear its own attorney's fees and costs.

12. **Covenant Not to Sue:** Plaintiff promises not to file a lawsuit or arbitration proceeding based on any claim that is settled by this Agreement. If Plaintiff breaks this promise or fails to comply with her obligations under the Agreement, she agrees to pay all of the Company's costs and expenses (including reasonable attorneys' fees) related to the defense of any claims covered by this Agreement or any Released Party's efforts to enforce the terms of this Agreement, except this covenant not to sue does not apply to claims under the Older Worker Benefit Protection Act (OWBPA) and the ADEA. This provision is not intended to preclude otherwise available recovery of attorneys' fees or cost specifically authorized under applicable law.

13. **Right to Engage in Protected Activity.** Nothing in this Release, including but not limited to the acknowledgements, release of claims, the promise not to sue, the confidentiality, and the non-disparagement (a) limits or affects Plaintiff's right to disclose or discuss sexual harassment or sexual assault disputes; (b) limits or affects Plaintiff's right to challenge the validity of this Release under the ADEA or the OWBPA; (c) prevents Plaintiff from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws; or from testifying, providing evidence, or

responding to a subpoena or discovery request in court litigation or arbitration; (d) prevents a non-management, non-supervisory employees from engaging in protected concerted activity under section 7 of the NLRA or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by the Company as part of the employee's job duties. However, by signing this Release, Plaintiff is waiving any right to recover any individual relief (including any backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or where otherwise prohibited

14. **Governing Law.** This Agreement shall be governed and will be construed in accordance with the laws of the State of California. The terms of this Agreement are contractual and not a mere recital.

15. **Entire Agreement and Severability.** This Agreement sets forth the entire agreement and understanding between the Parties on the subject matter hereof and supersedes all prior discussions and negotiations between them. This Agreement may be amended, modified, or supplemented only by a written instrument executed by the Parties. Should any of the provisions of this Agreement be declared or be determined by any court to be illegal, void, invalid, or unenforceable by a court of competent jurisdiction, the validity of the remaining parts, terms or provisions shall not be affected, and the illegal or invalid part, term or provision shall not be deemed a part of this Agreement. It is the intention of the Parties that if any term or provision of this Agreement is capable of two constructions, one of which would render the term or provision valid, then the term or provision shall have the meaning that renders it valid.

16. **Consultation with Counsel.** Each Party acknowledges representation by counsel throughout all negotiations which preceded the execution of this Agreement and that this Agreement is executed with the consent and upon the advice of counsel. Each Party acknowledges that no person or entity, including but not limited to a party or agent or attorney of any Party, had made any promise, representation, or warranty, express or implied, not contained in this Agreement to induce the other party to execute this Agreement. Each Party has read this Agreement, accepts and agrees to the provisions it contains, and hereby executes it voluntarily with full understanding of its consequences. It is agreed that for purposes of interpreting the meaning of this Agreement, the Agreement should be deemed to have been jointly and mutually prepared in its entirety by all Parties.

17. **Breach of Agreement.** In the event that any Party breaches any portion of this Agreement, the prevailing Party in an action to enforce this Agreement may recover from the other Party the prevailing Party's attorneys' fees and costs.

18. **Counterparts.** This Agreement may be executed in separate counterparts, and by facsimile, and each such counterpart shall be deemed an original with the same effect as if all

Parties had signed the same document.

19. **C.C.P. § 664.6.** This Agreement shall be binding upon each of the Parties hereto and is admissible into evidence to enforce its terms pursuant to Section 664.6 of the California Code of Civil Procedure and any equivalent federal law.

20. **Further Assurances.** The Parties each agree to make, execute, and deliver such other documents, and to undertake such other and further acts as may be reasonably necessary to carry out the intent of this Agreement.

21. **Construction.** Headings are used herein for convenience only and shall have no force or effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neuter genders. The above-stated Recitals are incorporated into this Agreement by this reference.

22. **Fair Reading.** This Agreement is a result of the negotiations between the parties and will not be construed strictly against or in favor of any Party hereto. The Parties intend that this Agreement will be given a fair reading and reasonable construction in accordance with the intentions of the parties and without regard to, or aid of Section 1654 of the California Civil Code.

23. **Authority to Execute Agreement.** Plaintiff represents and warrants that Plaintiff has the sole right and exclusive authority to execute this Agreement on Plaintiff's behalf, that Plaintiff understands the nature, quality and effect of signing this Agreement and that Plaintiff has not sold, assigned, transferred or conveyed or otherwise dispensed of any claim or demand relating to Plaintiff's relationship with Defendant, or any other matter covered by this Agreement.

24. **No Further Action.** Plaintiff represents that she has not filed any other pending complaints, claims, lawsuits, or actions against Defendant, or Defendant's officers, board of directors, agents, supervisors, employees, attorneys or representatives, insurers, or related or affiliated companies or entities with any state, federal, or local agency, court, or any other forum, alleging any claim, liability, or cause of action against Defendant arising out of the relationship between the Parties based upon facts known or unknown which may have occurred prior to the date of this Agreement. Plaintiff agrees that Plaintiff will not do so at any time hereafter, and that if any agency or court assumes or maintains jurisdiction of any complaint, claim, lawsuit, or action against Defendant or any of Defendant's affiliated companies or entities or any of their officers, board or directors, committees, members, agents, supervisors, employees, attorneys, insurers, or representatives on behalf of Plaintiff, Plaintiff will direct that agency or court to withdraw from or dismiss the matter with prejudice.

25. **No Inducement.** Plaintiff agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by Plaintiff, Plaintiff expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Plaintiff declares and represents that this Agreement is entered into voluntarily and that no promise, inducement or other agreement not expressly contained herein has been made to induce this Agreement.

26. **Successors.** This Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present and future.

PLAINTIFF UNDERSTANDS THAT SHE HAS THE RIGHT TO CONSULT AN ATTORNEY REGARDING THIS AGREEMENT AND UNDERSTANDS THAT SHE HAS AT LEAST FIVE BUSINESS DAYS TO REVIEW AND CONSIDER THIS AGREEMENT. PLAINTIFF REPRESENTS THAT SHE HAS ENTERED INTO THIS AGREEMENT AND RELEASE VOLUNTARILY, AFTER HAVING HAD AT LEAST FIVE BUSINESS DAYS MADE AVAILABLE TO HER TO REVIEW AND CONSIDER THIS AGREEMENT, AND HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, AND WITH A FULL UNDERSTANDING OF, AND IN AGREEMENT WITH, ALL OF ITS TERMS.

IN WITNESS THEREOF, the Parties have executed this Agreement by their signatures below.

By: *Daniela Cabrera*
Daniela Cabrera

Dated: 02 / 23 / 2025

My Diabetes Tutor, Inc.

By: _____

Its: _____

Dated: _____

26. **Successors.** This Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present and future.

PLAINTIFF UNDERSTANDS THAT SHE HAS THE RIGHT TO CONSULT AN ATTORNEY REGARDING THIS AGREEMENT AND UNDERSTANDS THAT SHE HAS AT LEAST FIVE BUSINESS DAYS TO REVIEW AND CONSIDER THIS AGREEMENT. PLAINTIFF REPRESENTS THAT SHE HAS ENTERED INTO THIS AGREEMENT AND RELEASE VOLUNTARILY, AFTER HAVING HAD AT LEAST FIVE BUSINESS DAYS MADE AVAILABLE TO HER TO REVIEW AND CONSIDER THIS AGREEMENT, AND HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, AND WITH A FULL UNDERSTANDING OF, AND IN AGREEMENT WITH, ALL OF ITS TERMS.

IN WITNESS THEREOF, the Parties have executed this Agreement by their signatures below.

	My Diabetes Tutor, Inc.
By: _____	By: <u>Adam Boris</u>
Daniela Cabrera	Its: <u>COO</u>
Dated: _____	<u>Feb. 25, 2025</u>
	Dated: _____



EXHIBIT B

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 On February 26, 2025, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES**
5 **IN SUPPORT OF REQUEST FOR DISMISSAL** on the interested parties in this action by placing a true copy thereof
6 enclosed in sealed envelopes addressed as follows:

7 **Ryan L. Eddings**
8 **reddings@littler.com**
9 **Annureet K. Bezwada**
10 **abezwada@littler.com**
11 **Fernando Torres**
12 **ftorres@littler.com**
13 **LITTLER MENDELSON, P.C.**
14 **5200 North Palm Avenue**
15 **Suite 302**
16 **Fresno, California 93704.2225**

17 **Attorneys for Defendant**
18 **MY DIABETES TUTOR, INC.**

19 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
20 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
21 and processing correspondence for mailing. It is deposited with United States postal service on that same
22 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
23 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
24 mailing in affidavit.

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

28 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
via email pursuant to an agreement between counsel on the counsel of record listed above.

 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
& Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov)
in accordance with the procedure imposed by the LWDA.

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 February 26, 2025, at Westlake Village, California.

24 
25 _____
26 EVAN S. GAINES