PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement ("Settlement" or "Agreement") is made and entered into by and between Claimants Adam Nava ("Nava") and Kamora Newsome ("Newsome) (collectively "Claimants"), as a private attorney generals acting on behalf of the State of California pursuant to Labor Code section 2698 et seq., the Private Attorneys General Act ("PAGA") on the one hand, and Respondent Kiva Sales & Services, Inc. ("Respondent"), on the other hand, hereinafter collectively referred to as the "Parties." Subject to the approval of the Court, the Action (defined below) is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement.

A. Definitions.

1. "AAA" means the American Arbitration Association.

2. "Actions" means *Adam Nava v. Kiva Sales & Services*, Superior Court of California, County of Alameda, Case No. 23CV025771 and *Kamora Newsome v. Kiva Sales & Services, Inc.*, Superior Court of California, County of Alameda, Case No. 23CV035642.

3. "Arbitration" means the private arbitration with the American Arbitration Association titled *Adam Nava v. Kiva Sales & Service, Inc.*, Case No. 01-23-0002-3012.

4. "Covered Employees" means all current and former hourly or non-exempt employees who worked for Respondent in California during the Covered Period. Respondent estimates that there are approximately 235 Covered Employees who worked approximately 8,145 Eligible Pay Periods in the aggregate during the Covered Period. This is material representation for Plaintiffs to enter into this Settlement.

5. "Covered Employees' Settlement Proceeds" means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Covered Employees as payment of civil penalties under the California Labor Code Private Attorneys General Act ("PAGA").

6. "Covered Period" means the period between September 19, 2021 through January 30, 2025.

7. "Court" means the California Superior Court, County of Alameda.

8. "Respondent" means Kiva Sales & Services, Inc.

9. "Respondent's Counsel" means Gordon Rees Scully Mansukhani, LLP, including attorneys Amber A. Eklof, and Liza L. Christie; and Mintz Levin P.C., including Jennifer Rubin and Paul Huston.

10. "Effective Date" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have

occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted approval of the Settlement.

11. "Eligible Pay Periods" means the total number of pay periods during the Covered Period in which a Covered Employee worked for Respondent in California.

12. "Fee and Cost Award" means an award to Claimants' Counsel of attorneys' fees and actual costs, to be paid from the Gross Settlement Amount, in amounts approved by the Court and consistent with Paragraph 26(d) below.

13. "Final Order" means the order of the Court approving the Settlement and Release Agreement.

14. "Gross Settlement Amount" means and refers to the non-reversionary, settlement amount of Two Hundred and Thirty Five Thousand Dollars ($235,000.00) that Respondent will pay under this Agreement.

15. "LWDA Settlement Proceeds" means the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency ("LWDA").

16. "Nava PAGA Action" means *Adam Nava v. Kiva Sales & Services*, Superior Court of California, County of Alameda, Case No. 23CV025771.

17. "Nava Class Action" means *Adam Nava v. Kiva Sales & Services*, Superior Court of California, County of Alameda, Case No. 23CV025925.

18. "Net Settlement Amount" means the Gross Settlement Amount less Claimants Counsel's Fee and Cost Award, Claimants' Service Award, and the Settlement Administrator Costs, as approved by the Court.

19. "Newsome Action" means *Kamora Newsome v. Kiva Sales & Services, Inc.*, Superior Court of California, County of Alameda, Case No. 23CV035642.

20. "Notice" means the notice that will be sent to the Covered Employees after the Court's entry of its Final Order approving the Settlement, and shall be similar in form and content to the notice attached hereto as Exhibit A.

21. "Parties" means Claimants and Respondent, collectively.

22. "Claimants" mean Adam Nava and Kamora Newsome.

23. "Claimants' Counsel" means Roman Otkupman of Otkupman Law Firm; Elliot Siegel of King & Siegel LLP, and Navid Barahmand of Barahmand Law Group.

24. "Released Parties" shall collectively mean Respondent and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

25. "Service Award" means an award to Claimants Adam Nava and Kamora Newsome to be paid from the Gross Settlement Amount, in amounts approved by the Court and consistent with Paragraph 26(b) below.

26. "Settlement Administrator" means and refers to Phoenix Settlement Administrators, the third-party administrator that will administer the terms of the Settlement.

27. "Settlement Administrator Costs" means and refers to the fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Agreement.

B. General.

28. On January 17, 2023, Claimant Adam Nava ("Nava"), on behalf of the State of California and allegedly aggrieved employees, asserted claims under PAGA in the Superior Court of Alameda. The operative PAGA Complaint seeks civil penalties under PAGA from Respondent for: (1) meal and rest period violations (Cal. Lab. Code §§ 226.7 and 512); (2) failure to pay for all hours worked (Cal. Lab. Code § 204); (3) failure to reimburse necessary business expenses (Cal. Lab. Code § 2802); (4) failure to provide payroll and personnel records (Cal. Lab. Code § 1197, 1182.12); (5) inaccurate wages statements (Cal. Lab. Code § 206); (6) failure to pay overtime (Cal. Lab. Code §); (7) waiting time penalties (Cal. Lab. Code § 226); and failure to timely pay wages at termination (Cal. Lab. Code § 202) (collectively, the "Operative Claims"). Nava also filed the Nava Class Action; a separate class action on the same legal theories and statutes. Nava's individual claims were submitted to binding arbitration before the American Arbitration Association. The remainder of the Nava Class Action and Nava PAGA Action were stayed pending arbitration of Nava's individual claims. An arbitration hearing on Nava's individual claims took place on June 6–7, 2024.

29. On June 8, 2023, Claimant Kamora Newsome ("Newsome"), on behalf of the State of California and allegedly aggrieved employees, asserted claims under PAGA in the Superior Court of Alameda. The operative Complaint seeks civil penalties under PAGA from Respondent for: (1) meal and rest period violations (Cal. Lab. Code §§ 226.7 and 512); (2) failure to pay for all hours worked (Cal. Lab. Code § 204); (3) failure to reimburse necessary business expenses (Cal. Lab. Code § 2802); and (4) failure to provide payroll and personnel records (Cal. Lab. Code § 1197, 1182.12 (collectively, the "Operative Claims").

30. The Parties have conducted a thorough investigation of the Action and litigated the issues vigorously. Litigation efforts included, without limitation, conducting discovery; exchanging data and documents relating to Claimants and the Operative Claims for the Covered Period; conducting depositions, and both Parties briefing regarding disputed issues in the pleadings. Settlement was reached only after extensive settlement negotiations. The Parties and their counsel agree that the settlement set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and the Covered Employees.

31. Neither the Parties' settlement, nor this Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement, shall be construed as an admission by Respondent of any wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action. Respondent deny Claimants' claims and allegations, deny

any liability or wrongdoing of any kind associated with the claims alleged in the Action. Respondent have entered into this Agreement solely for the purpose of compromising highly-disputed claims.

C. Terms of Settlement.

32. Subject to the Court's review and approval in all three Actions (the Nava PAGA Action, the Nava Class Action, and the Newsome Action), the financial terms of the settlement are as follows:

(a) **Gross Settlement Amount:** Respondent will pay a maximum Settlement Amount of Two Hundred and Thirty Five Thousand Dollars ($235,000.00). This Gross Settlement Amount is inclusive of all settlement payments to the State of California and the Covered Employees, any Service Award, any Fee and Cost Award to Claimants' Counsel, and the Settlement Administrator Costs. Respondent will have no other monetary obligations under this Agreement and no portion of the Gross Settlement Amount will revert to Respondent. The Gross Settlement Amount covers any and all claims, demands, and amounts in the Nava PAGA Action, the Nava Class Action, and the Newsome Action, including attorneys' fees, as well as the attorneys' fees portion of the Arbitration. The Gross Settlement Amount does not cover Nava's non-attorneys' fees recovery pursuant to the Arbitration, which shall be addressed pursuant to Section 31(a)(1) of this Agreement.

(1) Within 15 days of the full execution of this Agreement, Nava and Respondent shall notify AAA that the parties have reached an agreement concerning the payment of attorneys' fees for the Arbitration. The parties will request that the arbitrator enter a final award consistent with the terms of the interim award, with no apportionment of attorneys' fees to either side. Following the issuance of the final award and compliance with the terms therein, the parties will request AAA close the Arbitration.

(b) **Service Award:** Newsome and Nava will each be paid a maximum of Ten Thousand Dollars Only ($10,000.00), as a service enhancement award. Respondent agrees not to oppose Claimants' requests for awards up to this amount. The Service Award is intended to (i) compensate Claimants for signing an individual release that covers potential claims that exceed the scope of the Operative Claims; and (ii) cover any request for a service enhancement award for Claimants. The Service Award will be paid out of the Gross Settlement Amount. Claimants, in exchange for the Service Award, will additionally release the Released Parties from potential claims she may individually have against them in accordance with Paragraphs 29 and 30 below. Claimants will be issued an IRS Form 1099 in connection with the payment of the Service Award. Claimants shall be solely responsible for paying any and all applicable taxes on the payments. The Parties agree that any Service Award approved by the Court to Claimants for less than the amount requested shall not be a basis for either of the Parties to revoke or void this Agreement. If the Court awards less than the amount requested, the difference shall be added to the Net Settlement Amount.

(c) **Settlement Administrator Costs:** The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and will not exceed Five Thousand Dollars ($5,000).

(d) **Fee and Cost Award:** Claimants' Counsel may apply for an award of (i) attorneys' fees, not to exceed Seventy-Eight Thousand Three Hundred Twenty-Five Dollars and Fifty Cents ($78,325.50); and (ii) actual costs, not to exceed $30,000. Respondent agrees not to oppose Claimants Counsel's request for these attorneys' fees and costs, provided the applications comply with the terms of this Agreement. The Fee and Cost Award approved by the Court will be paid out of the Gross Settlement Amount. Claimants' Counsel will be issued an IRS Form 1099 in connection with the payment of the Fee and Cost Award. Claimants' Counsel shall be solely responsible for paying any and all applicable taxes on this payment. The Fee and Cost Award is payable and recoverable only once, and may not be duplicated or otherwise recovered so as to exceed a total amount beyond $108,325.50. The Fee and Cost Award must be approved in both Actions to be recoverable.

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in Paragraphs 31(b) (Service Award), 31(c) (Settlement Administrator Costs), and 31(d) (Claimants' Counsel's Fee and Cost Award) from the Gross Settlement Amount, the balance remaining will form the Net Settlement Amount and will be paid to the Covered Employees and the LWDA as follows:

(1) Covered Employees' Settlement Proceeds. Twenty-five percent (25%) of the Net Settlement Amount will be paid to the Covered Employees.

(2) Seventy-five percent (75%) of the Net Settlement Amount will fund the LWDA Settlement Proceeds and will be paid by the Settlement Administrator to the LWDA in accordance with Paragraph 37, below.

D. Release by the Covered Employees and the State of California.

33. As of the Effective Date, Claimants, the Covered Employees, and the State of California will release the Released Parties from the following claims for PAGA penalties, collectively referred to as the "Released Claims" during the Covered Period:

> All claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint for the Actions, for the entirety of the Covered Period. Such released claims include, but are not limited to claims for PAGA penalties in connection for Respondent' alleged failure to comply with California Labor §§ 201, 202, 203, 204, 210, 218, 222, 226, 226.3, 226.7, 432, 510, 512, 558, 1174, 1194, 1194.2, 1198.5, 2802, 6400, 6401, 6402, 6403, 6404, and 6407 and/or applicable Industrial Welfare Commission Wage Orders (collectively, the "Released Claims"). The Released Claims do not include any claims or actions to enforce this Settlement, wage claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Covered Period. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

34. Covered Employees are not eligible to opt out of the Settlement. As a result, the Parties have agreed to the "one-step" approval process common to PAGA settlements.

E. Release by Claimants.

35. In addition to the Released Claims, Claimants makes the additional general release of all of their individual claims as follows:

> Claimants release the Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights, or liabilities of any nature and description whatsoever, known or unknown, that Claimants individually may possess against the Released Parties.

36. The Parties agree that on the Effective Date, Claimants will expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and will do so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> 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.

F. Settlement Approval and Implemental Procedures.

37. Claimants' Counsel will prepare a motion and proposed order for filing with the Court in the Nava PAGA Action, the Nava Class Action, and the Newsome Actions requesting the Court in all three Actions to approve this Settlement and Release Agreement. At least five (5) days before filing the motion and proposed order with the Court, Claimants' Counsel will provide Respondent' Counsel with a draft of the memorandum and proposed order for Respondent' Counsel's review.

38. Claimants' Counsel shall thereafter file the motion and proposed order with the Court in both Actions. In accordance with Labor Code § 2699(l)(2), Claimants' Counsel shall also submit the motion (including notice of the hearing date) and this Settlement and Release Agreement to the LWDA on the same day it files the motion and proposed order. Respondent will not oppose Claimants' motion and proposed order.

39. On the Effective Date, all Covered Employees will: (i) be bound by the terms and conditions of the Settlement; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of this Settlement; and (iii) be entitled to receive a share of the Net Settlement Amount, as set forth herein.

40. Within twenty (20) calendar days after the Effective Date, Respondent will provide the Settlement Administrator a confidential list setting forth the name, last known addresses, Social Security number, and number of Eligible Pay Periods for each Covered Employee. The Settlement Administrator will perform a National Change of Address search on all the Covered Employees to update the addresses of the Covered Employees.

41. Within thirty (30) calendar days after the Effective Date, Respondent shall wire transfer the first installment of the Gross Settlement Amount to the Settlement Administrator, in the amount of Fifty-Eight Thousand Seven Hundred and Fifty Dollars ($58,750.00) who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. Respondent will wire the final three installments in the amount of Fifty-Eight Thousand Seven Hundred and Fifty Dollars ($58,750.00) each every thirty (30) calendar days. In total, Respondent will wire four installments. All amounts to be paid to the Claimants, Covered Employees, Claimants' Counsel, Settlement Administrator, and LWDA shall be paid from this Settlement Fund.

42. After the Settlement Administrator deducts the amount of Claimants Counsel's approved Fee and Cost Award, Claimants' approved Service Award, and the Settlement Administrator Costs from the Gross Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

43. The Settlement Administrator shall determine the amount to be paid to each employee as follows: 1) divide the Net Settlement Amount by the total number of pay periods worked during the Covered Period to determine a amount-per-pay-period figure; 2) for each employee, multiply the number of pay periods worked by the employee during the Covered Period by the amount-per-pay-period figure.

44. Within ten (10) calendar days of receiving the final wire transfer from Respondent, the Settlement Administrator shall: (i) mail the settlement checks to the Covered Employees; (ii) mail a check for the LWDA Settlement Proceeds to the LWDA; (iii) mail checks for any approved Service Awards to the Claimants; and (iv) pay Claimants' Counsel's approved Fee and Cost Award in accordance with any wire transfer instructions from Claimants' Counsel. The settlement checks mailed to each Covered Employee will be accompanied by a Notice (similar in form and content to the sample form set forth in Exhibit A) explaining the Covered Employee's payment and the deadline to cash his/her settlement check.

45. The Covered Employees shall have 180 calendar days after mailing to cash their settlement checks. If any Covered Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the Covered Employee will be deemed to have irrevocably waived any right in or claim to his/her share, except that the Covered Employee may seek to claim the funds from the California Department of Industrial Relations ("DIR") Unclaimed Property Fund. The release nevertheless will be binding upon all Covered Employees, including those who do not cash their checks within the 180-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the Covered Employee who did not cash his/her check. The Settlement Administrator, Respondent, Respondent' Counsel, Claimants, and Claimants' Counsel will not have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks, and will not have any duty to seek any funds from the DIR Unclaimed Property Fund.

46. The Covered Employees' share of the Net Settlement Amount will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms.

G. Miscellaneous Provisions.

47. **Voiding the Agreement:** If for any reason the Court in the Nava PAGA Action, Nava Class Action, or the Newsome Action does not approve this Settlement and Release Agreement (irrespective of whether the other Court in the other Action does approve), the parties shall have a period of sixty (60) calendar days (the "Grace Period") in which to provide any additional briefing or information requested by the Court, and/or to file a new, supplemental, or renewed request for settlement approval with the Court, and/or, in each Party's sole discretion, to revise this Agreement. If the parties do not file anything with the Court during such a Grace Period, and do not reach an alternate agreement in writing, this Settlement shall be considered void *ab initio* and shall be of no force and effect whatsoever, and shall not be referred to or used for any purpose whatsoever. If the Settlement is approved by Court, and challenges to the Court's approval are not withdrawn on the record at the hearing, the Agreement will remain in effect and binding on the Parties, and the Action and all related actions will remain stayed, pending final resolution of any challenges or appeals.

48. **Tolling of CCP §583.310**: If the Effective Date does not occur, the Parties shall be returned to their respective statuses as of December 11, 2024, and the Parties agree and acknowledge that the five-year deadline set forth in California Code of Civil Procedure §583.310 will be extended for the period of time equating from December 11, 2024 to the date this Agreement becomes void, pursuant to California Code of Civil Procedure §583.330.

49. **Waiver**: The waiver by one Party of any breach of this Settlement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement.

50. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

51. **Mutual Full Cooperation:** The Parties will fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Settlement and the terms set forth herein.

52. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

53. **Confidentiality:** Claimants agree to maintain the confidentiality of this Settlement, including the Gross Settlement Amount, until such time as Claimants' Counsel files with the Court its motion and proposed order requesting the Court to approve this Settlement.

54. **Judgment and Dismissal:** Claimants' request to the Court to approve this Settlement will include a proposed order that judgment and dismissal be entered according to the terms of the Agreement.

55. **Binding Settlement:** This Agreement is a settlement document and shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Agreement.

56. **Enforcement Actions:** Except as otherwise provided in this Settlement and Release Agreement, in the event that a Party to the Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing Party shall be entitled to recover from the other Party its or his reasonable attorneys' reasonable attorneys' fees and costs incurred in connection with any such action or proceeding.

57. **Notices**: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To Claimants:

Roman Otkupman
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Roman@OLFLA.com

Elliot J. Siegel
King & Siegel LLP
724 S. Spring Street Suite 201
Los Angeles, CA 90014
elliot@kingsiegel.com

Navid Barahmand
Barahmand Law Group
7324 Sepulveda Boulevard, Suite B
Van Nuys, California 91405
navid@barahmandlaw.com

To Respondent:

Amber A. Eklof
Liza L. Christie
Gordon Rees Scully Mansukhani
315 Pacific Avenue

San Francisco, CA 94111
Email: aeklof@grsm.com
lchristie@grsm.com

Jennifer B. Rubin
Paul M. Huston
Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.
3580 Carmel Mountain Rd, Suite 300
San Diego, CA 92130
Email: jbrubin@mintz.com
pmhuston@mintz.com

58. **Construction:** The terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her/its counsel participated in the drafting of this Agreement.

59. **Captions and Interpretations:** Paragraph/section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof. Each term of this Agreement is contractual and not merely a recital.

60. **Modification:** The Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto. Notwithstanding the foregoing, administrative changes reasonably necessary to facilitate implementation of the Agreement may be confirmed in a writing approved by counsel for both Parties (including a writing approved through the exchange of email messages) without the signatures of the Parties themselves or the approval of the Court.

61. **Choice of Law and Venue:** This Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules. Any legal action or other proceeding to enforce or interpret the provisions of this Agreement or to declare rights and/or obligations under this Agreement shall be filed in California Superior Court, County of Alameda, which shall have the exclusive jurisdiction to hear any such legal action or other proceeding.

62. **Integration Clause:** This Agreement contains the entire agreement between the Parties relating to the settlement and the transactions contemplated herein, and all earlier or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's counsel, are merged herein. No rights hereunder may be waived except in writing.

63. **Binding On Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

64. **Counterparts:** The Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Agreement, which shall be binding upon and effective as to all Parties. Signed copies of this Agreement can be delivered manually, through a third-party delivered company, or electronically.

Dated: February 24, 2025 **CLAIMANTS' COUNSEL (approved as to form):**
OTKUPMAN LAW FIRM LLP

By: ______________________
ROMAN OTKUPMAN

Dated: 02 / 24 / 2025, 2025 **CLAIMANT (agreed as to form and substance):**

____
ADAM NAVA

Dated: 2/24/, 2025 **CLAIMANT (agreed as to form and substance):**

Kamora Newsome
Kamora Newsome (Feb 24, 2025 13:14 PST)
____
KAMORA NEWSOME

Dated: 2/27, 2025 **RESPONDENT' COUNSEL (approved as to form):**
GORDON REES SCULLY MASUKHANI

By: ______________________
AMBER A. EKLOF
LIZA L. CHRISTIE

Dated: , 2025

RESPONDENT'S COUNSEL (approved as to form):
MINTZ LEVIN COHN FERRIS GLOVSKY & POPEO, P.C.

By: ________________________________
JENNIFER B. RUBIN
PAUL M. HUSTON

February 26, 2025 | 1:40 PM PST

Dated: , 2025

RESPONDENT KIVA SALES & SERVICES, INC.
(agreed as to form and substance)

DocuSigned by:
Craig Abruzzo
140AD32C359F423...

By: ________________________________

Title: ________________________________

FINAL_Nava_Newsome - Settlement Agreement (98692757.1)

Final Audit Report 2025-02-24

Created:	2025-02-24
By:	Navid Barahmand (navid@barahmandlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdiwh0Q1h52HUL0S29G32TTbyoLtE2wCe

"FINAL_Nava_Newsome - Settlement Agreement(98692757.1)" History

Document created by Navid Barahmand (navid@barahmandlaw.com)
2025-02-24 - 8:29:05 PM GMT

Document emailed to kleefaces1980@gmail.com for signature
2025-02-24 - 8:29:10 PM GMT

Email viewed by kleefaces1980@gmail.com
2025-02-24 - 8:49:55 PM GMT

Signer kleefaces1980@gmail.com entered name at signing as Kamora Newsome
2025-02-24 - 9:14:40 PM GMT

Document e-signed by Kamora Newsome (kleefaces1980@gmail.com)
Signature Date: 2025-02-24 - 9:14:42 PM GMT - Time Source: server

Agreement completed.
2025-02-24 - 9:14:42 PM GMT

Dropbox Sign

Audit trail

Title	FINAL_Nava_Newsome - Settlement Agreement(98692757.1) -...
File name	FINAL_Nava_Newsom...7.1) - signed.pdf
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Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**02 / 24 / 2025** 15:33:59 UTC-8	Sent for signature to Adam Nava (rrs612an@gmail.com) from rotkupman@gmail.com IP: 2603:8001:8501:d49:cba3:5c54:1917:3f12
VIEWED	**02 / 24 / 2025** 15:36:40 UTC-8	Viewed by Adam Nava (rrs612an@gmail.com) IP: 177.231.4.205
SIGNED	**02 / 24 / 2025** 15:39:30 UTC-8	Signed by Adam Nava (rrs612an@gmail.com) IP: 177.231.4.205
COMPLETED	**02 / 24 / 2025** 15:39:30 UTC-8	The document has been completed.