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Representative capacity only and on behalf of other
members of the general public

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Attorneys for Defendants BRIANA B. CHHIN AND
SOKOUN CHHIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STEVEN JENKINS in a Representative capacity
only and on behalf of other members of the
general public,

Plaintiff,

v.

NIVA LABS, LLC, a California Limited Liability
Company; BRIANA B. CHHIN, an Individual;
SOKOUN CHHIN, an Individual; and JOSHUA
SYNDER, an Individual; and DOES 1 through 10,
Inclusive.

Defendants.

Case No. 23CHCV02971

**STIPULATION AND [PROPOSED]
ORDER APPROVING PAGA
SETTLEMENT AGREEMENT AND
DISMISSING PAGA CLAIMS WITH
PREJUDICE**

STIPULATION

Plaintiff STEVEN JENKINS (“Jenkins” or “Plaintiff”) and Defendants BRIANA B. CHHIN
and SOKOUN CHHIN, (“Settling Defendants”) hereby stipulate as follows:

4859-7990-0794.4 / 114010-1001

1 1. Whereas, Plaintiff Steven Jenkins is a former, non-exempt employee who submitted a
2 notice letter to the California Labor and Workforce Development Agency (“LWDA”) on July 23,
3 2022, to exhaust his administrative remedies and then filed this lawsuit on October 3, 2023, alleging
4 a seven causes of action under the Private Attorneys General Act (“PAGA”).

5 2. Whereas, Plaintiff’s lawsuit seeks to recover PAGA penalties on behalf of the State of
6 California and all current and former non-exempt, hourly paid employees of Defendant in California
7 going back one year from the date he submitted his LWDA letter (*i.e.*, from July 23, 2021 forward)
8 for alleged: (1) Meal Period and Rest Break Violations; (2) Minimum Wage Violations; (3) Overtime
9 Violations; (4) Wage Statement Violations; (5) Failure to Reimburse Business Expenses; (6) Failure
10 to Pay Wages Upon Separation, and (7) Failure to Produce Personnel Records as further specified in
11 Plaintiff’s Complaint and LWDA notice letter.

12 3. Whereas, following a significant exchange of information, documents, and data
13 covering the parties agreed to a resolution via arm’s length negotiations. Please Note: it is directly
14 relevant to the settlement negotiations that NIVA LABS, LLC ceased doing business and is no longer
15 a viable entity. Accordingly, Plaintiff was proceeding by attempting to establish liability against the
16 former officers of NIVA LABS, LLC.

17 4. Whereas, Plaintiff and Settling Defendants have now memorialized the full and
18 complete settlement terms and conditions of this action set forth in this Stipulation (“Stipulation,”
19 “Settlement,” or “Settlement Agreement”) based on the following terms and subject to the Court’s
20 approval:

21 (a) The Parties and Court: The action being settled is a PAGA action brought by Plaintiff
22 STEVEN JENKINS against NIVA LABS LLC, BRIANA B. CHHIN, SOKOUN
23 CHHIN and JOSHUA SYNDER (collectively, the “Parties”) and is currently pending
24 in the California Superior Court for the County of Los Angeles, Case No.
25 23CHCV02971 (the “Action”).

26 (b) No Admission of Liability: The Plaintiff and Settling Defendants agree that this
27 Stipulation and Settlement reflects their good faith compromise of the claims raised in
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the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel, and arms' length negotiations including mediation. Settling Defendants make no admission of liability or wrongdoing by virtue of entering into this Settlement. The terms in this Settlement apply only in the context of settlement and have no effect on the Parties' position or arguments in litigation. Settling Defendants reserve the right to assert all relevant defenses and contest any issues relating to representativeness of the claims as well as liability if the Settlement is not approved.

(c) PAGA Period: The "PAGA Period" shall run from July 26, 2022, through May 10, 2024.

(d) PAGA Employees: All non-exempt employees employed by Defendants during the PAGA Period are "PAGA Employees." PAGA Employees will be bound by this settlement and the Releases described below upon the Court granting approval. Based on its business records, Settling Defendants believe that NIVA LABS LLC employed approximately 8 individuals that meet the definition of PAGA Employees during the PAGA Period.

(e) Approval of Settlement: The Plaintiff and Settling Defendants agree to work collaboratively to seek approval of this Settlement. The Plaintiff and Settling Defendants agree that if the Settlement does not receive approval or does not become final and binding for any reason, including an appeal, etc., the Parties will be placed back in the position they were in prior to Plaintiff and Settling Defendants entering into this Settlement.

(f) Plaintiff to Provide Notice of Settlement to LWDA in Advance of Approval Hearing: Plaintiff's counsel agrees to provide a copy of this Stipulation and Settlement to the LWDA at the same time it is submitted to the Court for approval.

1 (g) Gross Settlement Amount: The maximum total value of this Settlement is Ten
2 Thousand Dollars and Zero Cents (\$10,000) (the “Gross Settlement Amount”). The
3 Gross Settlement Amount is the maximum amount that Settling Defendants will pay
4 for any reason in connection with the resolution of the Action (“PAGA Settlement”).

5 (i) The Gross Settlement Amount will be used to pay: (1) the PAGA Award
6 (defined in the “PAGA Award” paragraph below), with 75% of the PAGA
7 Award going to the LWDA and 25% being distributed on a prorated basis based
8 on pay periods worked to PAGA Employees; (2) Plaintiff’s attorneys’ fees; (3)
9 Plaintiff’s costs; (4) the Service Award and Individual Settlement Release to
10 Plaintiff Jenkins. Settling Defendants will separately bear the costs of
11 administering the settlement checks.

12 (h) Plaintiff’s Counsel’s Fees and Costs: Plaintiff’s counsel is Eric Yaeckel of Sullivan &
13 Yaeckel Law Group, APC. Defendants agree not to oppose Plaintiff’s counsel’s
14 application for attorneys’ fees of up to 30% of the Gross Settlement Amount, or Three
15 Thousand Dollars (\$3,000.00), and costs of up to One Thousand Two Hundred Fifty
16 Dollars (\$1,250). Any attorneys’ fees or litigation costs awarded will be paid from the
17 Gross Settlement Amount. No other counsel shall be entitled to any other fees or costs
18 associated with this Settlement. The attorneys’ fees and litigation costs to be awarded
19 to Plaintiff’s counsel are subject to approval from the Court. Any attorneys’ fees or
20 litigation costs not awarded by the Court will be added to the PAGA Award and
21 distributed to the LWDA and PAGA Employees as specified herein. Except as
22 expressly provided herein, Settling Defendants and Plaintiff shall each bear their own
23 attorneys’ fees and costs.

24 (i) Service Award: Settling Defendants agree not to oppose Plaintiff’s application for a
25 Service Award (*i.e.*, payment for service as a named Plaintiff and in consideration of
26 the Releases section specified below) in an amount not to exceed Ten Thousand Dollars
27 (\$10,000). The Service Award is subject to approval from the Court and will be paid
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from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the PAGA Award and distributed to the LWDA and PAGA Employees as specified herein.

(j) Jenkins' Service Award Individual Claim Release Award: Settling Defendants agree not to oppose Plaintiff's application for a Service Award and Settling Defendants also agree to pay Plaintiff the gross amount of Three Thousand Five Hundred Dollars (\$3,500), in exchange for Plaintiff's general release of any and all claims he may have arising out of his employment with Defendants, the terms of which will be detailed in a separate Settlement and General Release of All Claims. Plaintiff and Defendants agree that Plaintiff's Individual Settlement Payment is conditioned on: (i) the Court approving the PAGA Settlement, (ii) the Court's dismissal with prejudice of this Action, (iii) Plaintiff's execution of a standalone general release, and (iv) Plaintiff to provide Defendants' counsel with applicable tax documents.

(k) Costs of Administration: Settling Defendants Briana Chhin and Sokoun Chhin, through their counsel Lerner & Weiss APC, agree to self-administer the settlement payments, subject to verification to Plaintiff's counsel.

(l) The PAGA Award: The PAGA Award is the Gross Settlement Amount minus the amounts allotted to: (1) Plaintiff's attorneys' fees (up to \$3,000), (2) Plaintiff's counsel's litigation costs (up to \$1,250); and (3) the Service Award for Plaintiff (up to \$3,500). The proposed PAGA Award would be \$2,250. Seventy-five percent (75%) of the PAGA Award will be paid to the LWDA. The remaining twenty-five percent (25%) will be distributed on a prorated basis to PAGA Employees from the Net Distribution Fund as described below.

(m) Net Distribution Fund: The Net Distribution Fund is the twenty-five percent (25%) of the PAGA Award that will be distributed to PAGA Employees on a pro-rata basis. Given that there are an estimated 8 former employees, the estimated distribution to each employee would be \$70.31.

- 1 (n) Taxes: Settlement payments to PAGA Employees will be attributed one hundred
2 percent (100%) as penalties.
- 3 (o) No Reversion: All Participating PAGA Employees will receive an Individual
4 Settlement Payment based on the calculations detailed above, without needing to make
5 a claim. Checks must be cashed within 180 days. On the 181st day, checks are void and
6 uncashed funds will be transmitted to the California State Controller Unclaimed
7 Property Fund in the name of the PAGA Employee.
- 8 (p) Releases: Upon approval from the Court and fully funding of the Gross Settlement
9 Amount, Plaintiff and the State of California (acting through Plaintiff as its authorized
10 PAGA representative) release and along with the PAGA Employees, will be barred
11 from bringing a PAGA action against Defendant NIVA LABS LLC, its subsidiaries,
12 and their respective affiliates, officers, directors, members, partners, owners,
13 shareholders, employees, former employees, agents, servants, attorneys, assigns,
14 affiliates, independent contractors, volunteers, predecessors, successors, parent
15 companies and organizations, sister or related entities, insurers, and any and all other
16 persons, firms and corporations in which Defendant Niva Labs LLC may have an
17 interest, and Defendants Briana Chhin, Sokoun Chhin, and Joshua Snyder, as well as
18 their spouses, heirs and assigns, ("Released Parties") for any and all PAGA claims that
19 were asserted or that could have been asserted based on the facts alleged in Plaintiff's
20 Complaint, and the LWDA PAGA notice letter(s) submitted by Plaintiff and/or
21 Plaintiff's counsel to the LWDA in the Action, whether known or unknown including
22 without limitation all known and unknown claims arising out of any alleged failure to
23 pay all minimum, regular, and overtime wages, failure to provide meal periods or
24 premium payments in lieu thereof, failure to provide rest periods or premium payments
25 in lieu thereof, failure to timely pay wages during employment, failure to provide
26 complete and accurate itemized wage statements (based on both direct and derivative
27 theories of liability), failure to provide paid sick days, failure to pay premium pay at
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the regular rate, failure to timely pay all wages due at separation (based on both direct and derivative theories of liability), failure to reimburse business expenses, and failure to provide one days rest in seven, or based on underlying alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and any and all related penalties or other relief available under PAGA. The releases in this paragraph are referred to as the “Released Claims.” Because this is a PAGA-only case, there is no right to opt-out or object and all PAGA Employees will be bound by the release described above upon approval of the Settlement Agreement by the Court.

(q) Named Plaintiff’s General Release of All Claims: Plaintiff Steven Jenkins agrees to provide a Complete and General Release of all claims, including a California Civil Code section 1542 Waiver in exchange for the additional consideration afforded by his Service Award and Individual Claim Release Award. Plaintiff’s “Complete and General Release” means an irrevocable and unconditional release given only by the named Plaintiff in the Action, releasing the Released Parties (defined above) from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct related to Plaintiff’s employment, separation from the Released Parties, and/or the Action, including but not limited to all of the claims alleged in Plaintiff’s LWDA notice letter and Complaint and including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Parties and/or arising out of Plaintiff’s employment with the Released parties (direct or indirect) and/or the cessation thereof. This release includes a 1542 Waiver (defined below) as to all Claims. This release also includes, but is not limited to, a release of all

claims under (a) the California Civil Code, (b) the California Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with discrimination in employment, disability, wrongful discharge, and retaliation for exercising any right or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for breach of contract, wrongful discharge, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of the Released Parties' employment policies or practices, employee handbooks, and/or any statements by any employee or agent of the Released Parties whether oral or written, (t) the California Labor Code, and (u) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees, compensatory damages, costs, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind.

"1542 Waiver" means an express waiver, to the fullest extent permitted by law, of the

provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which Section provides:

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.

Plaintiff's Complete and General Release does not include a release of any claims that cannot be released as a matter of law.

- (r) Payment: Because this is a PAGA-only case, no class notice is required. Rather, the Settling Defendants, upon approval by the Court, will mail the payments described herein to PAGA Employees by U.S. mail to the last known addresses of the PAGA Employees, as reflected in Niva Labs LLC's records. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, Settling Defendants Briana Chhin and Sokoun Chhin will promptly attempt to determine the correct address using WestLaw PeopleMap utilizing the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.
- (s) Publicity: Plaintiff and his counsel agree to discuss the terms of this Settlement only in declarations submitted to a court or court hearings in support of Settlement Approval. Plaintiff and his counsel agree not to otherwise publicize this Settlement, including, but not limited to, issuing press releases, posting summaries online, or otherwise speaking to the press regarding the terms of this Settlement. If Plaintiff or his Counsel are contacted by members of the press, they will respond only that the lawsuit exists and has been resolved.
- (t) Funding Date The Settlement shall be effective as of the date of date the Court enters and Order approving the Settlement. Settling Defendants shall deposit the settlement funds into the client trust account for Settling Defendants' counsel within ten (10) business days of

1 entry of the Order approving the settlement. Payments to Plaintiff's Counsel, Plaintiff, the
2 Settlement Administrator, and Participating PAGA Employees under the Settlement will
3 occur within 10 calendar days after the Settlement is funded.
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5 (u) Enforceability: The Parties agree they will work together in good faith to secure
6 approval of the Settlement. The parties shall further use best efforts and act in good
7 faith to address concerns or questions, if any, raised by the Court about the Settlement.
8 The Parties agree that it is their intent that the terms set forth in this Stipulation and
9 Settlement will release any further attempt, by lawsuit, administrative claim or action,
10 arbitration, demand, or other action of any kind by each and all and PAGA Employees,
11 involving the released claims described above for the PAGA Period.

12 5. Whereas Settling Defendants and the Released Parties shall not be required to pay any
13 amount in excess of the Total Settlement Amount in connection with this Settlement to any counsel,
14 parties or government entity except as specified in this Stipulation.

15 6. Whereas, the Parties acknowledge and agree that, if approved, this Stipulation and
16 Settlement will result in the complete and final resolution of this Action.

17 7. Whereas, if this Stipulation and Settlement Agreement does not become Effective (*i.e.*,
18 the "Effective Date" defined above is not reached and the Settlement does not become final and
19 binding), the Parties will return to the position they were in prior to the Settlement.

20 8. Whereas, Plaintiff represents and agrees that other than this Action, he does not have
21 any pending or contemplated lawsuits, administrative complaints, PAGA notice letters or charges
22 against Settling Defendants or the Released Parties in any local, state, or administrative agency.
23 Plaintiff also represents that he will not bring any action in the future in which Plaintiff seeks to recover
24 from Settling Defendants or the Released Parties relating to or arising from Plaintiff's employment
25 with or separation from Defendants, other than an action to enforce Plaintiff's rights under this
26 Settlement Agreement.
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1 9. Whereas, based on the information, evidence, and data reviewed by counsel for all
2 Parties, who have significant experience and expertise in evaluating these claims, the Total Settlement
3 Amount provides fair and meaningful relief when weighed against the significant risks, delay, and
4 burden to all Parties of continued litigation. Although Plaintiff believes the claims he alleged have
5 merit, he also recognizes that continued litigation could be lengthy and present a risk of no recovery,
6 particularly in light of the defenses raised by Settling Defendants. For their part, Settling Defendants
7 strongly disputes that there is any merit to Plaintiff's claims, but nevertheless agrees that this
8 Settlement is appropriate given the cost and burden of continued litigation and inherent risks in any
9 litigation. For these reasons, both Plaintiff's counsel and Settling Defendants' counsel believe that the
10 settlement is fair, adequate, and reasonable.

11 10. Whereas, pursuant to California Labor Code section 2699(1)(2), Plaintiff's counsel
12 confirms they are providing a copy of this Stipulation and Settlement to the LWDA concurrently with
13 the filing of this Stipulation.

14 11. Whereas, should the Court not approve this Stipulation and Settlement, the Parties agree
15 to work together in good faith in an attempt to remedy any concerns the Court may have regarding the
16 Settlement in order to obtain the Court's approval.

17 12. Whereas, Plaintiff represents and warrants that he has the right and exclusive authority
18 to execute this Stipulation and Settlement. Each Party to this Settlement also represents and warrants
19 to, and agrees with, each other Party hereto as follows:

20 (a) Each Party has carefully read and knows and understands the full contents of this
21 Stipulation and Settlement and is voluntarily entering into this Agreement after having
22 received independent legal advice from their attorneys with respect to the advisability
23 of making the settlement provided for herein and the advisability of executing this
24 Stipulation.

25 (b) In executing this Stipulation and in making the Settlement provided for herein, no
26 Party relies or has relied on any statement, representation, omission, inducement, or
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promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party), except as expressly stated in this Stipulation.

(c) Each Party to this Agreement has investigated the facts relevant to this Settlement, and all matters pertaining thereto, to the full extent that each deems necessary.

(d) Each separately numbered term of this Stipulation is contractual, not merely a recital.

(e) Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

13. Whereas, the rights and obligations of the Parties and the PAGA Employees under this Stipulation shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Stipulation and Settlement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

14. Whereas, each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Settlement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

15. Whereas, if any provision of this Stipulation and Settlement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Settlement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Settlement, except upon waiver in writing by Defendant.

16. Whereas, the Parties agree that this Stipulation and Settlement does not constitute an admission by Settling Defendants or any of the Released Parties of any of the matters alleged in Plaintiffs' actions or of any violation by any of them of any federal, state, or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this

1 Stipulation nor anything in this Stipulation shall be construed to be or shall be admissible in any
2 proceeding as evidence of liability or wrongdoing by Settling Defendants or the Released Parties.

3 17. Whereas, the Parties further agree that:

4 (a) This Stipulation is binding upon, and shall inure to the benefit of, the Parties hereto
5 and their respective agents, employees, representatives, officers, directors, parents,
6 subsidiaries, parents' subsidiaries, assigns, heirs, executors, administrators, insurers,
7 and successors in interest.

8 (b) Given that all Parties hereto had the opportunity to draft, review, and edit the language
9 of this Stipulation and Settlement, no presumption for or against any Party arising out
10 of drafting all or any part of this Stipulation may be applied in any action relating to,
11 connected to, or involving this Settlement.

12 (c) This Stipulation may be executed in counterparts. A signature by way of facsimile,
13 electronic signature, photocopy, or electronic transmission shall serve as an original for
14 all purposes.

15 21. Whereas, the Parties agree that, upon the occurrence of the dismissal with prejudice of this
16 Action pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court
17 pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing
18 equity jurisdiction over this Action and over all Parties and PAGA Employees to interpret and enforce
19 the terms, conditions, and obligations of the Agreement.

20 18. THEREFORE, the Parties agree and jointly request that the Court issue an order (1)
21 approving of this Stipulation and proposed PAGA Settlement; and (2) dismissing this Action with
22 prejudice in accordance with the terms of this Settlement and the Proposed Order submitted with this
23 Stipulation.

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1 IT IS SO STIPULATED AND AGREED.

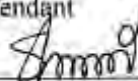
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3 Dated: May 21, 2024

BRIANA CHHIN
Defendant



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5 Dated: May 21, 2024

SOKKOUN CHHIN
Defendant



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8 Dated: May 21, 2024

STEVEN JENKINS
Plaintiff

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IT IS SO STIPULATED AND AGREED.

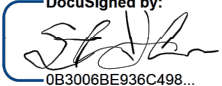
Dated: May 21, 2024

BRIANA CHHIN
Defendant

Dated: May 21, 2024

SOKKOUN CHHIN
Defendant

Dated: May 21, 2024

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STEVEN JENKINS
Plaintiff

[PROPOSED] ORDER

Having received the Parties' Stipulation and PAGA Settlement ("the Stipulation") set forth above and good cause therefore:

It is HEREBY ORDERED that:

1. The terms in this Order shall have the same meaning as the defined terms in the Stipulation.

2. The Court finds the Stipulation and Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

3. The Parties' Stipulation and PAGA settlement is hereby APPROVED pursuant to California Labor Code Section 2699(1).

4. The Court approves the payments to be paid to the PAGA Employees and the State of California as set forth in the Stipulation pursuant to California Labor Code Section 2699(1). The Court further approves the payments to Plaintiff's counsel for attorneys' fees and costs, as set forth and specified in the Stipulation.

5. As the date of this Order, Plaintiff, the PAGA Employees, the LWDA, and Defendant shall be bound by the Stipulation and Settlement. The "PAGA Period" shall run from July 26, 2022, through May 10, 2024. All non-exempt employees employed by Niva Labs, LLC during the PAGA Period are "PAGA Employees."

6. Upon funding of the Total Settlement Amount after the Effective Date, Defendants and Released Parties are hereby released from the Released Claims in accordance with the terms of the Stipulation and Settlement during the PAGA period from July 26, 2022, through May 10, 2024.

7. This action is hereby DISMISSED WITH PREJUDICE.

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1 8. The Court shall retain jurisdiction with respect to all matters related to the interpretation and
2 enforcement of the Parties' Stipulation and Settlement.

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4 **IT IS SO ORDERED.**

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6 Dated: _____

7 HONORABLE SANDWIG MELVIN
8 JUDGE OF THE SUPERIOR COURT
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