

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release of All Claims (the “Agreement”) is made and entered into by and between Anh Kiet Nguyen (“Plaintiff”) on the one hand, and ATP Investment Company, LLC dba Audi Fletcher Jones (“Defendant”), on the other hand. Plaintiff and Defendant are referred to collectively as the “Parties” and individually as “Party.” This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, in 2021, Plaintiff filed a claim with the California Department of Industrial Relations, Labor Commissioner’s Office against Defendant, case number WC-CM-829549 (“DLSE Action”) alleging Plaintiff is owed wages including commissions, waiting time penalties and penalties for various other alleged violations of the Labor Code;

WHEREAS, on November 12, 2021, Plaintiff filed a class action complaint in the Superior Court of California for the County of Orange titled, *Anh Nguyen v. ATP Investment Company, LLC dba Audi Fletcher Jones, et al.*, civil case number 30-2021-01231628-CU-OE-CXC, wherein he alleged on his behalf and on behalf of others similarly situated that Defendant violated various provisions of the Labor Code and the Business and Professions Code (“State Action”);

WHEREAS, during the course of Plaintiff’s employment with Defendant he executed an arbitration agreement containing a class and PAGA action waiver. Plaintiff disputes the validity of the arbitration agreement;

WHEREAS, Plaintiff filed a First Amended Complaint in the State Action adding a claim for violation of the Private Attorneys General Act (“PAGA”) and dismissed all the causes of action which were originally pled in the State Action;

WHEREAS, in the First Amended Complaint in the State Action Plaintiff alleged Defendant (1) failed to pay minimum wages; (2) failed to pay all overtime wages; (3) failed to provide fully compliant rest periods; (4) failed to provide fully compliant meal periods; (5) failed to maintain accurate employment records; (6) failed to pay all wages on a timely basis, including at the end of the employment relationship; and (7) failed to provide accurate wage statements;

Plaintiff's Initials: 

WHEREAS, Defendant denies and disputes any and all of Plaintiff's claims and allegations in the DLSE Action and State Action (hereinafter the DLSE Action and State Action shall be referred to collectively as the "Actions") and denies any wrongdoing whatsoever; and

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with litigation of the Actions and any claims that Plaintiff has, had, or may claim to have arising out of or in connection with his employment with Defendant generally and the cessation thereof.

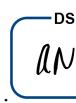
AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. Settlement Payment. For and in consideration of the commitments made herein by Plaintiff, Defendant agrees to provide Plaintiff and his lawyer the collective total sum of Thirty-One Thousand Seven Hundred Fifty Dollars and Zero Cents (\$31,750.00) ("the Settlement Payment"), in full compromise and settlement of all claims released herein by Plaintiff. The Settlement Payment shall be made as follows:

- (a) By check payable to "Anh Nguyen" in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00), less standard withholdings and deductions, which sum represents disputed wages, for which an IRS form W2 will be issued.
- (b) By check payable to "Anh Nguyen" in the amount of Twelve Thousand, Seven Hundred Seventy-Three Dollars and Thirty-Two Cents (\$12,773.32), for which a 1099 shall be issued which sum represents all other alleged damages and/or which could be alleged by Plaintiff.
- (c) By check payable to "*Melmed Law Group P.C. Client Trust Account*" in the amount of Seventeen Thousand, Four Hundred Seventy-Six Dollars and Sixty-Eight Cents (\$17,476.68), to be reported on IRS form 1099 for attorney's fees and costs.

The Settlement Payment shall be mailed to Plaintiff's counsel via U.S. Mail or overnight

Plaintiff's Initials: 

delivery. Upon tender of the Settlement Payment, detailed above, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for any further distribution, division or payment of any portion of the Settlement Payment to or between any counsel Plaintiff may have retained and/or consulted, specifically including, but not limited to Melmed Law Group P.C. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this paragraph.

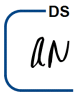
2. Dismissal of Actions. Upon receipt of the Settlement Payment, Plaintiff and Plaintiff's counsel agree that Plaintiff's counsel shall hold the Settlement Payment in trust until: (1) dismissal of the DLSE Action with prejudice is filed by Plaintiff and approved by the DLSE; and (2) dismissal of the State Action with prejudice as to Plaintiff's individual claims and without prejudice as to the alleged "aggrieved employees" is filed. Plaintiff and his counsel shall file all necessary paperwork to dismiss the Actions in conformance with this paragraph. In the event that the court in the State Action and/or the Labor Commissioner's Office in the DLSE Action refuse to dismiss the claims as set forth above, this Agreement shall be null and void, and Plaintiff's counsel shall return all of the Settlement Payment to Defendant and/or its counsel within seven (7) days of the denial of the request for dismissal.

3. Release of Claims. Plaintiff, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges the Defendant and its officers, directors, shareholders, owners, current and former employees and their respective agents, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated and/or deemed joint employers with the Defendant (collectively "Released Parties"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that he may have or have had arising out of any known or unknown fact, condition or incident occurring prior to signing this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, arising out of or in connection

Plaintiff's Initials: 

with Plaintiff's employment or any other interaction or relations with Released Parties. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; all claims for failure to engage in the good faith interactive process and provide reasonable accommodation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for assault and battery; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims for failure to pay all wages at separation; all claims for failure to furnish accurate wage statements; any and all claims for alleged violations of the California *Labor Code* generally; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiff; and all claims generally relating to Plaintiff's employment relationship and/or interactions with Released Parties and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) the Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) the California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) the Fair Labor Standards Act (including the Equal Pay Act);
- (6) the California and United States Constitutions;
- (7) the California Labor Code, specifically including, but not limited to the Private Attorney General Act pursuant to *Labor Code* § 2699, *et seq.*;

Plaintiff's Initials: 

- (8) the California Business & Professions Code, specifically including, but not limited to *Business & Professions Code* § 17200;
- (9) the Employee Retirement Income Security Act, as amended;
- (10) the California Family Rights Act;
- (11) the Americans with Disabilities Act;
- (12) the Family Medical Leave Act;
- (13) the California Pregnancy Discrimination Act;
- (14) the California Wage Orders;
- (15) the National Labor Relations Act;
- (16) the Immigration Reform and Control Act;
- (17) the California Occupational Safety and Health Act, or the Federal equivalent;
- (18) the Worker Adjustment and Retraining Notification Act;
- (19) the Families First Coronavirus Response Act; and
- (20) the Age Discrimination in Employment Act.

4. Effect of Release. This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California *Civil Code* § 1541, that is, the extinguishment of obligations herein designated.

5. Waiver of Section 1542. Plaintiff hereby states that it is his intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs herein above released. Plaintiff hereby expressly waives and relinquishes all of his rights and benefits, if any, arising under the provisions of California *Civil Code* § 1542, which 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.

6. Timing. Defendant has no obligation to provide the consideration as set forth in

Plaintiff's Initials: LN

Paragraph 1, above, until thirty (30) calendar days after the last of all of the following preconditions have been satisfied: A) counsel for Defendant has received this Agreement, fully executed by the Parties and approved as to form by counsel; B) Plaintiff and his counsel have executed and provided Form W-9s to Defendant; C) the Effective Date;

7. No Admission of Liability. It is understood and agreed by Plaintiff that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by Defendant and/or any of the Released Parties to Plaintiff. Plaintiff further agrees that this Agreement cannot be used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or legal proceeding (other than to evidence approval of the dismissal of the Actions and/or enforce the terms of this Agreement or as required by a valid court order). Defendant disclaims and denies any liability, obligation, or responsibility to Plaintiff whatsoever, and denies liability for the putative PAGA claims.

8. Acknowledgement. Defendant disputes that it owes Plaintiff any wages. Plaintiff acknowledges that with the Settlement Payment, Plaintiff will have received all wages, commissions, compensation and reimbursements due to him from Released Parties and that Released Parties shall owe Plaintiff nothing further once Plaintiff receives the Settlement Payment described in Paragraph 1, above.

9. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act. Plaintiff acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which he was already entitled. Plaintiff further acknowledges that he has been advised in writing, as required by the Older Workers' Benefit Protection Act, that: (a) his waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) he should consult with an attorney prior to executing this Agreement; (c) he has at least twenty-one (21) days to consider this Agreement (although

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Plaintiff may by his own choice execute this Agreement earlier); (d) he has seven (7) days following his execution of this Agreement to revoke the Agreement; (e) this Agreement shall not be effective until the date upon which the revocation period has expired ("Effective Date"). Plaintiff may revoke this Agreement only by giving formal written notice of his revocation to Lizbeth Ochoa, Esq. (lochoa@fisherphillips.com) of Fisher & Phillips LLP, counsel for Defendant, located at 2050 Main Street, Suite 1000, Irvine, CA 92614, to be received by the close of business on the seventh day following Plaintiff's execution of this Agreement.

10. Attorneys' Fees and Costs. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with the Actions. Plaintiff acknowledges that he will satisfy any obligation owed to or liens asserted by any counsel he consulted or retained, including but not limited to Melmed Law Group P.C. from the Settlement Payment.

11. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims and/or the Actions are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the Actions including without limitation, all Medicare and/or Medical conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff will indemnify, defend and hold Released Parties harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these amounts.

(b) Good Faith Resolution. 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

Plaintiff's Initials: 

treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that No Medicare or Medi-Cal Conditional Payments Exist; Best Efforts to Obtain Confirmation. Plaintiff represents and warrants that no Medicare and/or Medi-Cal conditional payments have been made on Plaintiff's behalf for any alleged injury purportedly caused by any of the Released Parties nor has Plaintiff sought and/or obtained any treatment that was paid for by Medicare and/or Medi-Cal that is attributable to alleged injuries purportedly caused by one or more of the Released Parties and certifies that to the best of Plaintiff's knowledge, no liens of any governmental entities including Medicare and/or Medi-Cal conditional payments exist.

(d) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Released Parties harmless from any and all claims, liens, Medicare and/or Medi-Cal conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from any of the Released Parties relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims and/or Plaintiff's employment with Defendant or the cessation thereof, Plaintiff will defend and indemnify Released Parties and hold Released Parties harmless from any and all such damages, claims, liens, Medicare and/or Medi-Cal conditional payments and rights to payment, including any attorneys' fees sought by such entities.

12. Confidentiality. Plaintiff represents and hereby agrees that, except to the extent required to obtain a dismissal of the Actions, he has, and will, keep the terms, amount and fact of this Agreement completely confidential, and that he will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that Plaintiff may make such disclosure to his spouse and professional representatives (e.g., attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided in this paragraph, each individual shall first be informed

Plaintiff's Initials: 

of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this agreement. Plaintiff further agrees that if anybody asks him about the Actions and/or about the allegations and claims relating in any way to the matters released herein, Plaintiff will respond only by stating words to the effect of: "*The matter has been resolved, and the resolution is confidential.*" Plaintiff represents and agrees that he has not and will not issue any press release, publication, or otherwise disclose this Agreement to the press, media, websites, or any service which reports verdicts and settlements. Plaintiff further agrees not to, at any time or in any manner, talk about, write about, disclose, or otherwise publicize or cause to be publicized, the confidential, proprietary, and/or trade secret information of the Released Parties (including records, information, files, pricing, lists, operations data, and other materials of the Released Parties that Plaintiff created, used, or had access to during his employment and information regarding customers or other organizations with which the Released Parties do business). If Plaintiff is required to provide information to the court to effectuate the dismissal of the State Action, he will attempt to do so pursuant to an *in camera* review and exercise best efforts to not file a public document that includes details of this Agreement or the Settlement Payment. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.

13. Mutual Non-Disparagement, Non-Cooperation, and No Enticement. Plaintiff agrees and promises that he will not undertake any harassing or disparaging conduct directed at Released Parties or any of their managers, supervisors, employees, or clients, and that he will refrain from making any negative, detracting, derogatory, or unfavorable statements about Released Parties or any of their managers, supervisors, employees, or clients. Plaintiff further agrees he will not act in any manner that damages the operation or reputation of Released Parties. Plaintiff agrees not to initiate, encourage, cause, direct, assist, support, or counsel other individual(s) to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendant and/or Released Parties. The only exception to the foregoing shall be in those circumstances in which

Plaintiff's Initials: 

Plaintiff is obligated to provide information in response to an investigation by a duly authorized governmental entity or in connection with a legal proceeding in which Plaintiff is compelled to provide information under state or federal law. Nothing herein shall be construed to limit Plaintiff's right to file a charge of discrimination with, or to communicate with, or to participate in an investigation or action conducted by, the EEOC or any similar state or local administrative fair employment practices agency, and nothing in this Agreement shall be construed to prohibit such action by Plaintiff or to interfere with the statutory duties and/or authority of such agencies. However, Plaintiff expressly waives any and all rights or entitlement to any type of relief or recovery (including monetary damages, awards, or incentives, penalties, injunctive relief, reinstatement, etc.) in connection with any such claim, complaint, charge, action, proceeding and/or investigation brought against Released Parties, regardless of who files, initiates or pursues any claim, complaint, charge, action, proceeding, and/or investigation as described in this Paragraph, except that this limitation on monetary recovery will not apply to proceedings as otherwise provided for by current applicable law. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Defendant agrees that it will instruct its current General Manager, executive officers, its attorneys from Fisher & Phillips, current Human Resources personnel that are involved with employment references/employment verifications to refrain from making any defamatory statements about Plaintiff.

14. Neutral Reference. Plaintiff will direct future employers to Defendant's Human Resources Department, to which Defendant represents and agrees that upon any employment related inquiry, other than one based upon subpoena or other process of law compelling testimony, Defendant, and/or any of its agents shall disclose only the following: confirmation of Plaintiff's employment, position held, and dates of employment, and that this is its standard practice regarding employment inquiries.

15. Liquidated Damages for Breach of Paragraphs 12 and/or 13 of this Agreement.

Plaintiff's Initials: 

Plaintiff and his counsel acknowledge that a breach by Plaintiff or his counsel of any of the covenants set forth in Paragraphs 12 and/or 13 of this Agreement will cause substantial harm to Released Parties, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff and his counsel also acknowledge that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by his counsel of their obligations under Paragraphs 12 and/or 13 of this Agreement shall entitle Released Parties to reasonable liquidated damages in the sum of Three Thousand Dollars and Zero cents (\$3,000.00) for each breach, as well as recovery of court costs suffered by Released Parties. Plaintiff and his counsel agree that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as a result of any such breach of Paragraphs 12 and/or 13 of this Agreement would be difficult to ascertain.

16. Non-Cooperation. To the extent permitted by law, Plaintiff agrees that he will not counsel or assist any attorneys or individuals in the presentation or prosecution of any disputes and/or differences by any third party against Released Parties unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction, or in response to an official inquiry of a governmental agency. Plaintiff further agrees to give Released Parties notice within three (3) business days of his receipt of a subpoena or other order by court or agency pursuant to this Paragraph.

17. Issuance of Form 1099; No Representation of Taxability. An IRS Form W2 will be issued to Plaintiff to reflect the Settlement Payment provided for in Paragraph 1(a), above, and an IRS Form 1099 will be issued to Plaintiff and his counsel to reflect the Settlement Payment provided for in Paragraph 1(b) and 1(c), above. Plaintiff understands and agrees that he is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Plaintiff acknowledges and agrees that Plaintiff's counsel and the Released Parties have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agrees that no further payment of money to Plaintiff from Released

Plaintiff's Initials: 

Parties will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff. Plaintiff agrees that, in the event that any federal, state or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Released Parties harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Plaintiff hereby agrees to indemnify Released Parties from any and all manner of liability if any should be imposed on them regarding the payment to Plaintiff under this Agreement specified above, including but not limited to any interest, attorneys' fees, penalties, and costs related to such payment. Upon Plaintiff's receipt of written notification from Released Parties that such liability has been imposed by any of those governmental entities and the amount thereof, Plaintiff agrees that he shall fully remit such monies to the demanding entity within thirty (30) days from his receipt of such notification. Plaintiff will provide a confirmation that he will honor his obligations under this Paragraph.

18. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff by any attorney in relation to the Actions are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Actions will be satisfied by Plaintiff. Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims.

19. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims shall not recover, directly or indirectly, any sums from Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 1. If, despite the provisions of this Paragraph, any Released Parties receives any claims, including a claim for contribution, any indemnity arising out of a claim brought by Plaintiff against another person, Plaintiff shall indemnify, provide a full defense for and hold harmless the Released Parties for such amount. In

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Plaintiff's Initials:

the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Released Parties is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Released Parties but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Plaintiff.

20. Entire Agreement. This Agreement constitutes the entire agreement between Plaintiff and Defendant regarding actual or potential claims asserted by Plaintiff against Defendant and/or the Released Parties and the resolution of those claims, which will remain in full force and effect. With the exception of the arbitration agreements and all the confidentiality agreements related to Defendant's trade secrets, employee and/or proprietary information executed by Plaintiff during his employment with Defendant, which shall remain in full force and effect, this Agreement supersedes all prior agreement, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. No other agreement, statement, or promise made by one party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Plaintiff and by a duly authorized representative of Defendant. Plaintiff further represents that he is unaware of any agreement or promise, written or oral, between Released Parties and/or anyone else, that could serve as the basis for any claim or action against Released Parties that has not been released in this Agreement.

21. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be given when served personally, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the other Party and/or its counsel.

22. No Reliance Upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by the other Party or by the agents, attorneys or representatives

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Plaintiff's Initials: _____

of the other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

23. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

24. Construction. This Agreement is the product of arms-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any party because that party caused it to be reduced to a written instrument.

25. Fairness of Settlement. Plaintiff agrees that this settlement is fair, reasonable and adequate. The Parties covenant never to challenge this Agreement.

26. Effect of Illegality. Should any part, term or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Agreement shall not be affected thereby. Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Agreement.

27. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

28. Enforcement Costs. The Parties agree that in the event litigation is initiated by either Party to interpret or enforce this Agreement, the prevailing party will be entitled to recover

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Plaintiff's Initials: _____

its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

29. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

30. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Counterparts; PDF and Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or pdf signature shall be treated as an original signature for all purposes.

32. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that s/he is empowered to do so.

33. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

34. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

I, having read the foregoing and knowing the contents thereof, and after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

PLAINTIFF

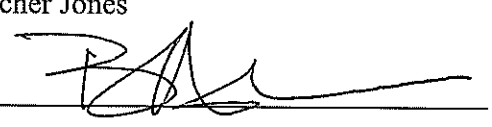
Dated: August __, 2022

Anh Kiet Nguyen

Dated: August 23, 2022

DEFENDANT ATP Investment Company, LLC dba Audi
Fletcher Jones

By: _____


Duly Authorized Representative for ATP Investment
Company, LLC dba Audi Fletcher Jones

Plaintiff's Initials: _____

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I, having read the foregoing and knowing the contents thereof, and after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

Dated: August ²³ __, 2022

PLAINTIFF

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Anh Kiet Nguyen

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Anh Kiet Nguyen

Dated: August __, 2022

DEFENDANT ATP Investment Company, LLC dba Audi Fletcher Jones

By: _____

Duly Authorized Representative for ATP Investment Company, LLC dba Audi Fletcher Jones

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Plaintiff's Initials: _____

APPROVED AS TO FORM AND ATTORNEY OBLIGATIONS ONLY:

Dated: August 23, 2022

MELMED LAW

By: 
Jonathan Melmed, Esq.
Attorneys for Plaintiff Anh Kiet Nguyen