

EXHIBIT 1:
PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)
SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“PAGA Agreement”), is entered into by and between Chengman Ng, individually, on behalf of herself (“Ng” or “Plaintiff”) and the Aggrieved Employees under the Private Attorneys General Act (“PAGA”) and HQS Automotive International Inc. (“HQS”), Mo Chen, Timothy So, and Hua Zeng (collectively “Defendant” or “Defendants”). Plaintiff and Defendant together are collectively referred to herein as the “Parties.” Certain disputes, claims and alleged causes of action have existed by and between the Parties and are alleged to have arisen out of and are related to Plaintiff’s employment relationship with Defendant, HQS.

RECITALS

A. Plaintiff was formerly employed by Defendant

B. On or about January 18, 2021, Plaintiff’s counsel, Kelly Y. Chen, sent Defendant correspondences and a Notice of PAGA Claims) outlining Plaintiff’s potential alleged claims against Defendants asserting that Defendants failed to comply with various provisions of the California Labor Code. Plaintiff asserted violations of California Labor Code §§ 201-203, 204, 210, 216, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174(d), 1174.5, 1102.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 et seq., and 2802. On or about July 1, 2021, a Supplemental PAGA Letter was filed and served to add an additional claim of unlawful deduction pertaining to Labor Code §221.

C. On August 12, 2022, Plaintiff’s counsel filed a civil action against Defendant for claims arising from her employment relationship with Defendant, the cessation of that employment, including the following claims and causes of action: (1) Failure to Pay All Wages; (2) Failure to Provide Statutory Mandated Breaks and/or Premium Pay; (3) Failure to Comply with Itemized Wage Statements; (4) Waiting Time Penalties; (5) Violation of Private Attorneys General Act; (6) Violation of Labor Code section 1102.5; (7) Wrongful Termination in Violation of Public Policy, entitled *Chengman Ng, individually and on behalf of other aggrieved employees vs. HQS Automotive International, Inc.*, County of Alameda, Case No. 22CV016132 (“Action”).

D. On November 17, 2022, the Parties attended a full-day mediation session with experienced wage and hour Mediator, Cynthia Remmers. After a full-day mediation and extensive arms-length negotiations, the Parties reached a settlement of the Representative PAGA Claim as further detailed in this Agreement, which the Parties will seek approval of with the Alameda County Superior Court by means of a Motion or alternatively an Application for Approval of PAGA Settlement (the “Approval Papers”).

E. The Aggrieved Employees covered by the PAGA Settlement and Release consist of non-exempt hourly paid employees, which Defendant estimates to be 352 employees during

the PAGA period from June 1, 2021 to November 17, 2022 (“Settlement Period”) who were subjected to Defendant’s allegedly deficient wage and hour practices.

F. By this Agreement, the Parties have settled, fully and finally, all claims that Ng has or might have against Defendant, up to and including the date of execution hereof, including but not limited to those claims which were or could be asserted in any lawsuit, or any administrative, civil, or governmental proceeding and any claims that were or could be asserted by the Aggrieved Employees related to the Representative PAGA Claim.

H. The Parties wish to avoid any further expense and the inconvenience of litigation, and they wish to settle all Labor Code claims and potential wage and hour claims by Plaintiff against Defendant, including those contained in or relating to the Action.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, the Parties agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the terms and conditions of this Agreement as set forth below, the adequacy of which is hereby acknowledged, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, and in order to fully settle all claims between the Parties, it is agreed as follows:

1. **No Admission of Liability.** This Agreement memorializes the compromise of disputed claims. The Parties acknowledge that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of HQS, or any other person or business entity. HQS adamantly denies all allegations of wrongdoing arising out of the employment relationship between the Parties including the Aggrieved Employees. The Parties intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation

2. **Consideration by HQS.** In exchange for the promises contained in this Agreement, and upon a fully executed settlement agreement and Court approval, Defendant agrees to provide Plaintiff and Aggrieved Employees (as defined herein) with the following good and valuable consideration to be paid, Defendant shall pay a Gross Settlement Amount equal to \$15,000 in settling the individual wage claims and the PAGA Claim in the Action. (“Gross Settlement Amount”) as follows:

2.1 One check payable to Ng in the gross amount of \$500, less payroll deductions and withholdings. The Parties intend this amount to represent payment to Plaintiff for her alleged individual wage and hour claims (i.e., unpaid wages/premiums and penalties) Ng has or may have against Defendant as well as any incentive payment as the representative plaintiff in this PAGA lawsuit that she may be able to claim. The parties understand and acknowledge that this payment will be issued as a payroll check with and after ordinary payroll deductions and/or withdrawals, subject to a W2. Plaintiff to cooperate and provide W4 and/or other payroll or tax withholding documents if needed in order to correctly calculate appropriate payroll deductions and/or withdrawals

2.2 One check payable to Law Offices of Kelly Chen in the amount of \$5000 (33.33% of Gross Settlement Amount) as attorneys fees. Defendant will issue an IRS form 1099 to Law Offices of Kelly Chen for this payment. Law Offices of Kelly Chen to issue an IRS Form W9.

2.3 One check payable to Law Offices of Kelly Chen in the amount not greater than \$500 as litigation costs (excluding the costs, if any, of a third party administrator).

2.4 The remaining balance of \$9,000 (the "PAGA Settlement Fund") shall be distributed as follows:

a. Seventy Five Percent (75%) of the PAGA Settlement Fund, or \$6,750 to the California Labor and Workforce Development Agency ("LWDA") which represents civil penalties payable to the LWDA under the Labor Code Private Attorneys General Act ("PAGA"), Labor code section 2698, *et seq.*

b. Twenty Five Percent (25%) of the PAGA Settlement Fund, \$2,250 (the "Aggrieved Employee Amount") to the Aggrieved Employees which represents civil penalties payable to the Aggrieved Employees as compensation for disputed civil penalties that are allegedly owed on the PAGA claim during the Settlement Period, to all alleged Aggrieved Employees described in the Lawsuit, to be distributed by HQS or a Settlement Administrator selected and paid-for by HQS per to the formula set out in paragraph 2.6 below.

2.5 No portion of the Settlement Amount will be paid by Defendant until the LWDA has been provided with a copy of this Settlement Agreement and the Superior Court of California, County of Alameda issues an Order approving the PAGA Settlement. Defendant shall have up to 6 months from the date of this Agreement, but after Court's approval of this settlement agreement and the PAGA Settlement to make any and all payments required by this settlement agreement.

2.6 The formula for distribution of the amount described in Section 2.4(b) is as follows: Each Aggrieved Employee shall be allocated a proportionate share of the Aggrieved Employee Amount based on the Defendant's data regarding the number of Qualifying Pay-Periods he or she was employed as an Aggrieved Employee. To perform this function, "Qualifying Pay-Periods" are to be identified and tabulated by assigning a value of "1 pay-period" to each pay-period during which the individual was employed by Defendant in a non-exempt position in California during the Settlement Period. After calculating the Qualifying Pay-Periods for each individual Aggrieved Employee, HQS or the Settlement Administrator shall then compute the sum total of all Qualifying Pay-Periods combined to arrive at an "aggregate total of all Qualifying Pay-Periods worked by all Aggrieved Employees." After calculating the "aggregate total of all Qualifying Pay-Periods worked by all Aggrieved Employees," the amount payable per-pay-period will then be calculated by dividing the amount specified in Section 2.4(b) by the "aggregate total of all Qualifying Pay-Periods worked by all Aggrieved Employees." The amount payable per-pay-period will then be multiplied by the number of Qualifying Pay-Periods worked by the individual Aggrieved Employee. This figure will be known as the "Aggrieved Employee Settlement Award" (defined herein as "the amount of money allocated to each Aggrieved Employee").

2.7 For purposes of computing taxes, one-hundred percent (100%) of the Aggrieved Employee Settlement Award shall be considered to be a civil penalty and shall not be subject to withholding, unless otherwise required by law. Prior to mailing Settlement Awards, HQS or the Settlement Administrator shall calculate and deduct from each Aggrieved Employee Settlement Award all required withholdings, if any, and such calculations shall be provided to the Parties for review. HQS or the Settlement Administrator shall be responsible for issuing the payments and documentation for all required state and federal taxes, and HQS or the Settlement Administrator shall issue all reports required by the Internal Revenue Service to document all payments required under this Settlement. The Settlement Administrator (or HQS if it decides to self administer the settlement distribution) shall file proof of payment with the Court and will serve the Parties upon filing with the Court.

3. **PAGA Settlement Administration.** Defendant will self-administer the settlement payments to the Aggrieved Employees, or alternatively separately pay for the full costs of the third-party administrator to administer the distribution of the payments to Aggrieved Employees. The Aggrieved Employee List shall be held as private and confidential information, and shall not be shared with Plaintiff's counsel or any third party by the Settlement Administrator without the express written consent of Defendant's counsel of record and/or court order.

As the Representative PAGA Claim is not a class action, the Parties agree that California Code of Civil Procedure § 384 shall not be applicable. If any settlement checks that are not cashed within One Hundred Twenty (120) calendar days of issuance, then any such uncashed amounts shall be paid to the State of California's Unclaimed Property Fund in the name of the employees to whom it was issued.

4. **Additional Terms and/or Considerations re PAGA Claim & Settlement**

b. Plaintiff will file the Approval Papers for approval of the PAGA Settlement from the Court. Plaintiff and her counsel will file the court documents to seek court approval. Alternatively, if the Court permits and the parties agree, the parties could file a joint stipulation to obtain Court approval. The parties agree to cooperate and submit all paperwork necessary as required by Court to obtain approval. Defendant agrees to work with and cooperate with plaintiff and her counsel in order to provide any necessary information to the court in order to assist Plaintiff with the approval process.

c. The Aggrieved Employees consist of all non-exempt workers in California which is estimated to be about 352 employees during the PAGA period of June 1, 2021 to the date of this mediation (November 17, 2021). Defendant represents that it did not have employees in California prior to June 1, 2021. The parties agree to a deviation rate of 5.00% on the estimated figure of approximately 352 Aggrieved Employees. If the total number of aggrieved employees is substantially higher than the approximate 352 persons plus the 5.00% deviation rate (i.e., an increase to a total of more than 18 persons), the PAGA Settlement Fund shall be proportionally increased by the amount in excess of 5% which shall also increase the Gross Settlement Amount. Any requirement of the Court to comply with this escalation clause should not be a basis to void this Agreement.

d. If necessary, Plaintiff may request that the Court approve an award of attorneys' fees, costs as set forth in this PAGA Settlement and not to exceed the attorneys' fees amounts as set forth above. To the extent that Plaintiff requests for the above award be approved by the

Court, if required and/or if necessary, Defendant will not oppose Plaintiff's Approval Papers provided that the fees sought do not exceed the amounts agreed between the parties as set forth in this agreement.

e. All Aggrieved Employees release any and all claims under PAGA for all allegations and claims pled in the PAGA notice. The parties will cooperate and work together to provide the PAGA class with any and all necessary notice to all Aggrieved Employees after any and all related Court approval.

g. Uncashed checks will be sent to the State of California's Unclaimed Property Fund in the name of the employees to whom it was issued.

h. The parties to this Settlement Agreement pledge their good faith and fair dealing in supporting the approval of this settlement by the Court.

5. Dismissal. At the hearing on the Motion to approve PAGA Settlement (or upon stipulation and Court Order), Plaintiff's Counsel shall petition the Court to enter the request a Dismissal With Prejudice of the PAGA Claim as well as Plaintiff's individual wage and hour claims, the Parties jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure §664.6.

6. Taxes. Plaintiff acknowledges and agrees that Defendant, its insurer or its attorneys have made no representations to her regarding the tax consequences of the monies paid to her pursuant to this Agreement. Plaintiff agrees to pay federal and state taxes, if any, which are required by law to be paid with respect to this settlement. Plaintiff further agrees to indemnify and hold Defendant, its insurer or its attorneys harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant, its insurer or its attorneys for any amounts claimed due on account of this Agreement to the extent the liability is Plaintiff's and she is provided with reasonable notice giving her an opportunity to cure, or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant, its insurer or its attorneys by reason of any such claims, including any amounts paid by Defendant, its insurer or its attorneys as taxes, deficiencies, levies, assessments, fines, attorney's fees, costs, penalties, interest or otherwise. No provision of this Agreement will be interpreted or construed to transfer any liability for failure to comply with any tax obligations, including failure to comply with the requirements of Section 409A, from Plaintiff to Defendant, its insurer or its attorneys or any of them.

Aggrieved employees, plaintiff's counsel and, if applicable, plaintiff, will receive an IRS Form 1099 for said sums. Plaintiff and each Aggrieved Employee bear full responsibility for the payment of any taxes or withholdings arising from the Aggrieved Employee Settlement Awards paid to them. Neither Plaintiff's Counsel nor counsel for Defendant intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Aggrieved Employee are unique, and each Aggrieved Employee is advised to obtain tax advice from his or her own advisor with respect to any payments resulting from this Settlement.

7. RELEASE OF CLAIMS COVERED BY PAGA SETTLEMENT

7.1 Release by Aggrieved Employees. Upon the approval by the Court of this Agreement, Plaintiff, the State of California and each Aggrieved Employee shall fully release and forever discharge the Defendant from any and all claims, rights, demands, liabilities for seeking civil penalties pursuant to PAGA (Labor Code § 2699 et. seq.) that arose during the Settlement Period as it relates to Labor Code section 2698, et seq. for alleged violations of Labor Code §§201-203, 204, 210, 221, 216, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174(d), 1174.5, 1102.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 et seq., and 2802.

7.2 Release by Plaintiff On Individual Wage and Hour Claims. In exchange for the payment set forth in this PAGA Settlement for Plaintiff's individual wage and hour claims, Plaintiff will release Defendants from all claims against Defendants relating to any and all of her individual wage and hour claims under state and federal laws. Further, in exchange for the consideration set forth in this Agreement (including the consideration set forth in the separate confidential wrongful termination settlement), Plaintiff, along with her heirs, spouses, administrators, executors, attorneys, successors in interest, and/or assigns, covenants not to assert or file any claims with any court, or governmental, or administrative agency, and hereby forever releases and discharges HQS, and its predecessors, successors, divisions, parents, subsidiaries, affiliated and/or related entities, and each of its and their directors, officers, partners, members, managers, shareholders, supervisors, consultants, independent contractors, professional employer organizations, employees, volunteers, representatives, insurers, attorneys, and agents (each, a "Releasee") from any and all causes of action, obligations, costs, expenses, damages, claims, liabilities, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or otherwise, of any kind whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the Effective Date, including but not limited to any claims or causes of action which were, or could have been asserted in the Lawsuit and/or arising out of his employment with the Releasees and/or any relationship with HQS (the "Released Claims").

Nothing in this Section 7.2 releases any obligation created by this Agreement.

7.3 Plaintiff's Individual Release of Unknown Claims

For the purpose of implementing a full and complete release and discharge, Plaintiff expressly acknowledges that the releases given in the Agreement are intended to include in their effect, without limitation, all claims that she did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such claims. In furtherance of this Agreement, Plaintiff waives any rights provided by California *Civil Code* Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE

DEBTOR.

8. CONFIDENTIALITY

8.1 Except as necessary for Court approval and required disclosure made to the LWDA, Plaintiff agrees that she will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the individual amount she received as part of this PAGA Settlement or the PAGA Settlement itself. This confidentiality provision does not apply to disclosures made by Plaintiff to the Court as part of the approval process of the PAGA Settlement, disclosures made to the LWDA pursuant to PAGA, and disclosures made to the IRS, Franchise Tax Board, California Employment Development Department, and other taxing authorities.

8.2 Any breach by Plaintiff of Section 3.0 shall be considered a material breach of this Agreement and the Parties acknowledge that Defendant deems confidentiality a material condition of this Agreement, absent which it would not have agreed to the terms set forth herein. Nothing in this Section or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies the Parties may have by virtue of this Agreement or otherwise, including the provisions contained in this Agreement relating to injunctive relief and attorneys' fees and costs.

8.3 The Parties agree that a breach of this confidentiality section would constitute irreparable harm to Defendant and that, in the event of any breach of this section, Defendant may obtain an injunction prohibiting future breaches. In addition, without limiting any remedies at law or at equity that would otherwise be available to Defendant, the Parties agree that any breach of confidentiality as defined in Section 3.1, and any breach of the provisions referenced in Sections 4.0 and 5.0 of this Agreement, shall result in liquidated damages paid by the breaching party in the amount of One Thousand (\$1000) per proven breach.

9. AGREEMENT NOT TO DISCLOSE INFORMATION OR DOCUMENTS

Plaintiff agrees not to disclose, produce, discuss or make available in any manner to any individual or entity any documents, pleadings, discovery, emails or correspondence, witness statements or information relating to this Action, Plaintiff's lawsuit or this Agreement absent a Court Order to do so except as necessary to obtain court approval of the PAGA Settlement. Plaintiff agrees to notify Defendants in the event that any outside entity attempts to subpoena any of the documents relating to this case.

10. ATTORNEYS' FEES

Except as otherwise set forth in this Agreement, the Parties to this Agreement shall bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with this Agreement, the matters and documents referred to herein, including the Action and all related matters. In the event that any Party shall institute any action or proceeding against another Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover their expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.

11. VOLUNTARY AND INFORMED EXECUTION

Plaintiff represents that: she has relied upon the advice of her attorney, who is the attorney of her own choice, concerning the legal consequences of this Agreement; the terms of this Agreement have been completely read and explained to her by her attorneys; the terms of this Agreement are fully understood and voluntarily accepted by her; she knowingly and voluntarily intends to be legally bound by the same; and she is releasing Defendants and Releasees from any and all claims she may have against them.

12. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff represents and warrants that: (1) no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Agreement, except as otherwise set forth herein; (2) Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (3) Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any other person or entity.

13. GOVERNING LAW & VENUE

The Parties understand and agree that the laws of the State of California govern the terms and enforceability of this Agreement, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Alameda

14. APPLICABLE LAW AND RETENTION OF JURISDICTION

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to principles of conflicts of law otherwise applicable to such determination; provided, however, this in no way shall prevent the application of the benefits of federal law where applicable. The assigned judge and/or court at Alameda County Superior Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6. This Agreement shall be admissible in any proceeding to enforce the terms thereof, if necessary, and the prevailing party in any such proceeding shall be entitled to recover costs, including reasonable attorneys' fees, incurred thereby. By virtue of the foregoing language and pursuant to Evidence Code section 1123(b), this written Agreement is intended to be binding and enforceable.

15. SCOPE OF AGREEMENT

Plaintiff understands and agrees that this Agreement shall bind her and her successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and inures to the benefit of the respective Defendants and Releasees.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be comprised of

original signatures, or copies or facsimiles thereof, but all of which shall taken together constitute the same Agreement and, in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart. Facsimile, DocuSign and other electronic or emailed signatures will have the same force and effect as original signatures.

17.0 SEVERABILITY

Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. This Agreement may only be amended by a writing signed by named Plaintiff and Defendant.

18.0 REPRESENTATION REGARDING PAGA

Without admission of any fault or liability, which is expressly denied, Defendant represents and warrants that, as of the date that it executes this Agreement, it has corrected the alleged deficiencies outlined in Plaintiff's Notice of PAGA Claim and the Supplemental PAGA Notice. Defendant Hua Zeng additionally agrees to submit a declaration under oath to explain to the Court HQS' financial condition and its alleged inability to pay full penalties.

19.0 NO REPRESENTATIONS

The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

20.0 CAPTIONS AND HEADINGS

The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

21.0 INTERPRETATION

This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of California Civil Code Section 1654, and any successor or amended statute.

22.0 OWNERSHIP OF CLAIMS

The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement.

23.0 INTEGRATION

This Agreement, along with the Wrongful Termination Agreement attached, sets forth the

entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any modifications in this Agreement must be in writing and signed by the Parties.

24.0 COOPERATION OF PARTIES

The parties agree that Plaintiff will file the Approval Papers Approval of the PAGA Claim with the court and/or prepare a joint stipulation seeing order to approve PAGA Settlement. Notwithstanding any other provision of this agreement, Defendant agrees to cooperate with Plaintiff in order to assist in obtaining the Court's approval of a PAGA settlement through a motion and/or stipulation. The parties shall use their best efforts, including all efforts contemplated by this Agreement, and other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

DocuSigned by:
 11/17/2022
 Dated: November ____, 2022
 By Chengman Ng
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Plaintiff Chengman Ng, on behalf of herself and on behalf of other aggrieved employees under the Private Attorneys' General Act

HQS Automotive International Inc.

11/17/2022
 Dated: November ____, 2022

DocuSigned by:
 Hua Zeng
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Hua Zeng for Defendant HQS

11/17/2022
 Dated: November ____, 2022

DocuSigned by:
 Mo Chen
 96D0E44972C345F

Defendant Mo Chen

11/17/2022
 Dated: November ____, 2022

DocuSigned by:
 Timothy So
 AE70FC3D7DA74BD...

Defendant Timothy So

11/17/2022
 Dated: November ____, 2022

DocuSigned by:
 Hua Zeng
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Defendant Hua Zeng