

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release of All Claims (“Agreement”) is entered into by and between Qing Yao (“Plaintiff” or “Yao”), plaintiff in the matter of *Yao v. Annavee Inc. Db a Chang’s Garden, et al.* (LASC Case No. 24NNCV00369), on the one hand, and Annavee Inc. Db a Chang’s Garden and Annavee Wingyi Wong Kim, (collectively “Defendants”) on the other hand. Plaintiff and Defendants are collectively referred to as the “Parties.” The “Effective Date” shall be the date on which all Parties have signed this Agreement.

RECITALS

A. WHEREAS, a dispute has arisen between the Parties as summarized in the action filed in the county of Los Angeles, LASC Case No. 24NNCV00369 (the “Action”). This settlement excludes all claims on behalf of the Private Attorney General Act Claims (“PAGA”), which will be handled in a separate settlement agreement.

B. WHEREAS, Defendants deny that they have engaged in any wrongful conduct whatsoever, including with respect to Yao, at any time, and maintain that Yao was in no way harmed as a result of any conduct of Defendants;

C. WHEREAS, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to fully and finally resolve any and all claims, known and unknown, asserted and unasserted, which Yao has or may have against Defendants and/or their officers, employees, or agents;

D. WHEREAS, Yao has been given the time and opportunity to have this Agreement translated into a language in which she is fluent, and to review the entire contents of this Agreement with counsel of her choosing, and Yao represents and warrants that she has done so prior to signing this Agreement; and

E. WHEREAS, Yao understands that she is waiving legal rights or claims by signing this Agreement and acknowledges that she is voluntarily entering into this Agreement with a full and complete understanding of its terms and with the intent to be bound thereby.

NOW, THEREFORE, in consideration of the obligations set forth herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

1. Incorporation of Recitals. The above stated recitals are incorporated into the terms and conditions of this Agreement by this reference.

2. No Admission of Liability. Defendants deny each and all of the claims, allegations, and contentions alleged and asserted by Yao, including those asserted in the Action, and specifically disclaim and deny any liability to Yao. The execution of this Agreement and the actions required to be performed herein are not intended, and shall not be construed, as an

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admission by Defendants, or either of them, of any fault, wrongdoing, liability, noncompliance with any Federal, state, city, or local rule, ordinance, constitution, statute, contract, public policy, wage and hour law, wage payment law, tort law, or common law, or of any other unlawful conduct or breach of any duty whatsoever.

3. Consideration.

A. Defendant Annavee Inc. dba Chang's Garden and Annavee Wingyi Wong Kim shall cause to be paid to Yao a gross settlement amount of One Hundred Five Thousand Dollars (\$105,000.00) ("Settlement Amount"), in exchange for a general release by Yao of all known and unknown claims, dismissal with prejudice of the Action in its entirety, and Yao's execution of, compliance with, and non-revocation of this Agreement. The Settlement Amount shall be paid as follows:

1. Thirty Thousand Dollars (\$30,000.00) shall be paid promptly no later than thirty (30) days after the latest of the following: a) execution of a final release agreement by all parties; b) Defendants' counsel's receipt of fully executed Forms W-4 and W-9 for Yao; Defendants' counsel's receipt of a fully executed Form w-9 for Yao's counsel; and c) expiration of the revocation period described in Section 8 below without revocation by Yao; and
2. The remaining Seventy-Five Thousand Dollars (\$75,000.00) shall be paid in eight (8) equal monthly installments thereafter.

A. The initial payment of Thirty Thousand Dollars (\$30,000.00) shall be allocated as follows:

1. Twelve Thousand Four Hundred Sixty-Five Dollars (\$12,465.00) to "West Themis Law, PC," and
2. Seventeen Thousand Five Hundred Thirty-Five Dollars (\$17,535.00) to "Qing Yao".

B. The remaining balance of Seventy-Five Thousand Dollars (\$75,000.00) shall be paid in eight (8) equal monthly installments of Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00) each, payable on or before the 1st day of each month, and allocated as follows:

1. Three Thousand Eight Hundred Ninety-Four Dollars and Eighty-Four Cents (\$3,894.84) payable to "West Themis Law, PC," and
2. Five Thousand Four-Hundred Eighty Dollars and Sixteen Cents (\$5,480.16) payable to "Qing Yao."

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The payments to West Themis Law, PC and to Plaintiff Yao shall be delivered to the following address:

West Themis Law, PC
2476 Huntington Drive
San Marino, CA 91108

Plaintiff Yao:

Card Holder Name: Qing Yao (姚青)
Address: Unit 2201, Building 7, Entrance 1, Duhui Lan'an,
Yuhuatai District, Nanjing
Phone number: 139-5164-0537
Email: ivyyao5@me.com

Bank Name: Bank of China
Bank Account number: 6217856100126873501
Bank Branch: Nanjing Jin Yu Zui Ji Jin Jie Qu Sub-Branch
Bank Address: No. 8 Jialingjiang East Street Nanjing, China
Post Code: 210013
Bank Phone number: Tel: (8625) 58352785
SWIFT: BKCHCNBJ940

- B. Wage Allocations: Yao requests that, of the gross Settlement Amount, \$8,000.00 be characterized as wage loss damages, subject to applicable withholding and reported on an IRS Form W-2. Yao further requests that the entirety of the settlement portion characterized as wage loss damages be delivered in the first payment, described in Section 3.A.1, above. Yao further requests that, of the gross Settlement Amount, \$53,376.28 be characterized as non-wage damages, to be reported on an IRS Form 1099. Yao further requests that the remainder of the gross Settlement Amount, \$43,623.72, be characterized as attorneys' fees and costs, and be made payable directly to her counsel, West Themis Law, PC, to be reported on an IRS Form 1099.

4. Tax Treatment and Indemnity. Defendants make no representation or warranty regarding any tax issues as a result of this Agreement and the settlement payment set forth in Section 3, above. Yao (i) agrees that she is not relying on representations made by Defendants or their counsel regarding any applicable tax laws; (ii) agrees that this Agreement will remain effective regardless of the application of current tax laws or any changes in such tax laws; and (iii) agrees that Yao shall be solely liable for any and all taxes arising from the settlement payments described herein. Yao further agrees not to seek or make any claim or claims against Defendants, or either of them, for contribution, indemnity, compensation, recompense, damages, costs, or penalties if a determination is made by the taxing authorities that the treatment accorded to and requested by Yao under the terms of this Agreement is inappropriate or unacceptable to the taxing authorities. Yao agrees that if the tax treatment of the settlement payment accorded to Yao is different than the treatment allowed by the taxing authorities, Yao shall be financially

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responsible for any and all costs, interest, assessments, penalties, damages, attorneys' fees, or other losses resulting therefrom.

5. No Continuing Affiliation. California Code of Civil Procedure Section 1002.5(a) ("Section 1002.5"), states that an agreement to settle an employment dispute shall not contain a provision prohibiting, preventing, or otherwise restricting a settling party that is an aggrieved person from obtaining future employment with the employer against which the aggrieved person has filed a claim, or any parent company, subsidiary, division, affiliate, or contractor of the employer. However, Section 1002.5(b)(2) also states that an employer is not required to rehire a person if there was a legitimate non-discriminatory or non-retaliatory reason for terminating the employment relationship. Yao hereby warrants and asserts that she is not an aggrieved person under Section 1002.5, and that Defendants, and either of them, have legitimate, non-discriminatory and non-retaliatory grounds for refusing to hire Yao in the future, based on her prior work performance at Chang's Garden..

6. Full Payment of Benefits. Yao acknowledges and agrees that Yao has been paid all wages, bonuses, severance pay, vacation pay, personal leave pay, compensation, benefits, payments, statutory penalties, interest, or any other remuneration of any kind that Yao may have earned or to which Yao may have become entitled as a result of any prior employment with Defendants or any of the Released Parties described in Section 7.A, below, up to the date of her execution of this Agreement. Yao agrees that there is, at minimum, a good faith dispute as to whether she is owed any such amounts, and expressly waives any right to assert that this Agreement is void under Labor Code Sections 206 or 206.5. Yao understands and acknowledges that she shall not be entitled to any payments or benefits from Defendants or any of the Released Parties, other than those expressly set forth in Section 3 of this Agreement.

7. Qing Yao's Release of Claims.

A. Yao, individually and on behalf of her heirs, executors, administrators, representatives, affiliates, agents, attorneys, successors and assigns, hereby knowingly and voluntarily releases and forever discharges Defendants and their respective affiliated companies, business entities, family members, representatives, managers, attorneys, employees, agents, heirs, successors, predecessors, assigns, executors, administrators, subsidiaries, affiliates, divisions, partners, directors, officers, shareholders, members, agents, insureds, insurers, coinsurers, and any of their legal representatives or attorneys, and each of their predecessors, heirs, executors, administrators, successors, past and present, and all persons acting by, through, under, or in concert with them or any of them, (collectively, the "Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Yao has or may have against the Released Parties as of the Effective Date of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA");

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- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Families First Coronavirus Response Act (“FFCRA”);
- The Coronavirus Aid, Relief, and Economic Security (“CARES”) Act;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Apprenticeship Program Bias Law – Cal. Lab. Code § 3070 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- California Paid Sick Leave Law – Cal. Lab. Code §§ 245, *et seq.*;
- California 2021 COVID-19 Supplemental Paid Sick Leave Law – Cal. Lab. Code § 248.2;
- Workers Compensation Anti-retaliation laws – Cal. Lab. Code § 132a;
- “Waiting time” penalties – Cal. Lab. Code § 203;
- Wage statement penalties – Cal. Lab. Code § 226, subd. I;
- Those other provisions of the California Labor Code that lawfully may be released;

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- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance;
- Any public policy, contract, tort, or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters.

B. This release shall be a fully binding and complete settlement of Yao's claims and potential claims against the Released Parties. The Parties intend that the foregoing release be construed as broadly as possible. Notwithstanding the foregoing, the release set forth herein does not apply to any claims for workers' compensation benefits, nor any other claims which cannot be released as a matter of law.

C. Nothing in this Settlement Agreement prohibits or prevents Yao from participating or assisting in any administrative proceeding before any federal, state, or local government agency (e.g., EEOC, DFEH, NLRB, SEC, etc.). Moreover, nothing in this Settlement Agreement prohibits or prevents Yao from testifying in any administrative, legislative, or judicial proceeding pursuant to a valid subpoena or court order or as otherwise required by law. However, to the maximum extent permitted by law, Yao hereby agrees that Yao shall not be entitled to recover any monetary award of any kind, individual monetary relief, or any other individual remedies on account of any such administrative, legislative, or judicial proceeding relating to Defendants, either of them, or any of the Released Parties.

D. If any claim is not subject to release, to the extent permitted by law, Yao waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendants, either of them, or any of the Released Parties is a party.

E. Other than as required by law, Yao will not voluntarily assist any party engaged in current or future litigation or arbitration against Defendants, either of them, and/or any of the Released Parties, by furnishing information, declarations, affidavits, statements, letters, oral assistance, documents, or depositions or in any other manner. Yao, however, may respond to a valid and legally enforceable subpoena or other discovery request, provided that such subpoena or discovery request also has been served on all of the Defendants and/or any of the Released Parties to which the subpoena or discovery request relates.

F. If any subpoena or discovery request related to the matters released by this Agreement is served on Yao, Yao agrees to notify Defendants in writing of such a subpoena or discovery request within seven (7) days of receipt of same, so that Yao, the Defendants, and/or the Released Parties may challenge its validity, at their own, respective expense. If such a challenge is not successful and a court or arbitrator rules that a valid subpoena or discovery request has been served, and Yao is required to provide information, Yao agrees to provide truthful information or testimony and that she will not object to a representative of Defendants and/or the Released Parties being present

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for such testimony, or being served with all responses to discovery, if not otherwise prohibited by the court or arbitrator having jurisdiction.

G. Yao acknowledges that she has been paid all wages and benefits owed by Defendants, or either of them, for any and all time she worked for or on behalf of either of them, through the date of her execution of this Agreement. Yao further acknowledges that there is a good faith dispute between Yao and Defendants as to whether any such amounts are or were outstanding, and that neither of Defendants has willfully or intentionally failed or refused to timely pay to Yao any such amount to which she is or was entitled for any reason, if any.

8. Consideration And Revocation Periods - Notice.

A. Yao is hereby advised that that this document is a full release by Yao of all existing claims including claims for age discrimination under the Age Discrimination in Employment Act ("ADEA").

B. Yao is hereby advised to consult with an attorney prior to signing this Agreement, in which Yao waives important rights, including those under the ADEA and Older Worker's Benefit Protection Act.

C. By executing this Agreement, Yao acknowledges that she has been afforded at least 21 calendar days to consider the meaning and effect of this Agreement and to discuss the contents and meaning of this Agreement, as well as the alternatives to signing this Agreement, with an attorney of her choosing, and has done so or has waived her right to do so.

D. Yao understands that the releases contained in this Agreement do not extend to any rights or claims that first arise after her execution of this Agreement.

E. If Yao signs this Agreement before the 21-day consideration period expires, the **7-day revocation period** (described in Section 8.F below) immediately shall begin. Yao agrees that she knowingly and voluntarily has accepted the shortening of the 21-day consideration period and that Defendants have not promised Yao anything or made any representations that are not contained in this Agreement. In addition, Yao acknowledges and affirms that Defendants have not threatened to withdraw or alter the offer contained in this Agreement before the expiration of the 21-day consideration period.

F. Yao may revoke her acceptance of this Agreement for a period of seven (7) calendar days following the date Yao executes this Agreement. Any revocation must be submitted in writing, and must be mailed or emailed to:

Kaelan T. Nielsen, Esq
Alexander M. P. Perry, Esq.
NIELSEN & PERRY, LLP
11850 Wilshire Boulevard, Suite 201

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Los Angeles, CA 90025
Email: KNielsen@LossOfLuxury.com
APerry@lossofluxury.com

and transmitted/postmarked within seven calendar days after Yao's execution of this Agreement. If the last day of the revocation period falls on a Sunday or legal holiday in the state of California, then the revocation period shall not expire until the next following day which is not a Sunday or legal holiday in the State of California.

9. Release of Unknown Claims. To effect a full and complete general release as described herein, Yao expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, that if known by him or her must have materially affected her or her settlement with the debtor or released party.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Defendants Released Parties, Yao expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims she does not know or suspect to exist in her favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Yao warrants she has read this Agreement, including this waiver of California Civil Code section 1542, and that she has consulted with or had the opportunity to consult with counsel of her choosing about this Agreement and specifically about the waiver of section 1542, and that she understands this Agreement and the section 1542 waiver, and so she freely and knowingly enters into this Agreement. Yao further acknowledges that she later may discover facts different from or in addition to those she now knows or believes to be true regarding the matters released or described in this Agreement, and even so she agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Yao expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Agreement or with regard to any facts now unknown to her or relating thereto.

Yao acknowledges that she has bargained for the foregoing waiver of Civil Code § 1542. The Parties intend that the provisions regarding the claims released herein be construed as broadly as possible notwithstanding federal, state, or other laws similar to Civil Code § 1542, all of which are hereby waived by Yao.

10. No Consideration Absent Execution of this Agreement. Yao understands and agrees that she would not receive the consideration specified in Paragraph 3 above, except in

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exchange for Yao's execution of and compliance with this Agreement and on the basis of the promises, representations, warranties, and covenants contained herein.

11. Agreement Not to Sue and Withdrawal of Prior Claims. Yao agrees that, to the fullest extent permitted by law: 1) she will not hereafter commence, participate or assist any other person or entity in, or encourage the filing of, any claim, complaint, charge, action, demand for arbitration, or other judicial proceeding with respect to any matter, claim, act or omission occurring or arising on or prior to the last date the Agreement is signed against or involving Defendants, either of them, or any of the Released Parties 2) she will not seek any damages, remedies, or other relief for herself personally (any right to receipt of which she hereby waives) with respect to any claim released by this Agreement, regardless of the source of mechanism by which such damages, remedies, or relief may be sought; 3) she has or will withdraw or abandon any claim, complaint, charge, action, or investigative demand made to any judicial, administrative, or regulatory agency with respect to any matter, claim, act, or omission occurring or arising on or prior to the date she signed this Agreement against or involving Defendants, either of them, or any of the Released Parties

12. Dismissal of Action. Within five (5) calendar days of her receipt of the last payment as set forth in Paragraph 3 receipt of the entire Settlement Amount by Yao and her counsel, , Yao will file a Request for Dismissal of the entire Action with prejudice. Defendants are allowed to pay the entire balance off earlier than the payments above. The Payments above are offered for Defendants convenience and relief. Within two (2) business days of Yao's signing this Agreement, Yao's counsel will file a Notice of Settlement in the Action.

13. Acknowledgements and Affirmations.

A. Yao affirms that she has not filed or caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form, and that Yao presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form, including any claims for workers' compensation benefits, other than the Action.

B. The Parties acknowledge that this Agreement does not limit any Party's right, where applicable, to participate in any investigative proceeding of any federal, state, or local government agency. However, to the extent permitted by law, Yao agrees that if such an administrative charge is made, Yao shall not be entitled to recover any individual monetary relief or other individual remedies.

C. Yao affirms that as of the date she signs this Agreement, Yao is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in any payment to Yao under this Agreement, Yao agrees to indemnify, defend, and hold Defendants harmless from any action by the CMS relating to medical expenses of Yao. Yao agrees to reasonably cooperate with Defendants upon request with respect to any claim the CMS may make and for which

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Yao is required to indemnify Defendants under this paragraph. Further, Yao agrees to waive any and all future actions against Defendants for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

14. Confidentiality And Non-Disparagement.

A. Yao and Defendants mutually represent and agree that, except as required by law or judicial process, they will keep the fact, terms, and amount of this Agreement confidential and will not disclose any information concerning the amount or the terms of this Agreement to anyone, except as necessary to Yao's lawful spouse or biological children or registered domestic partner, and to the Parties' respective attorneys and tax advisors, provided that Yao obtains their consent to be bound by the terms of this confidentiality provision prior to such disclosure, and in the event that any such person breaches the confidentiality obligations described herein, Parties agrees that she shall be liable for such breach. Without limiting the foregoing, Parties specifically agree not to disclose the fact, terms, or amount of this Agreement to any past, present, or prospective employee of Defendants and represents and warrants that she has not done so. The Parties further agree that counsel, and any one acting for their behalf, shall not initiate any coverage by the news or entertainment nor make any release to the news, entertainment, or other media, nor make any social media postings or create any websites or blogs on the Internet or communicate via any social media whatsoever regarding the fact, terms, or amount of this Agreement. In response to any questions concerning the litigation, the Parties and all other individuals subject to this Confidentiality provision shall only respond that the matter has been resolved. Nothing in this Agreement prevents Yao from disclosing unlawful acts in the workplace, including harassment or discrimination or other conduct that she has reasonable cause to believe is unlawful.

To the greatest extent permitted by law, Yao agrees not to make any comment to any person at any time that is defamatory or derogatory in nature about Defendants, the Released Parties, or any of them, that may affect its or their reputation or goodwill, including, but not limited to, Defendants' operations, and any current or former owners, directors, or employees of Defendants.

B. The Parties acknowledge and agree that the terms in this Section 14 regarding confidentiality and non-disparagement are material terms of this Agreement, and that the actual damage or loss suffered by Parties, or either of them, if there is a breach of those terms, would be impracticable or extremely difficult to calculate, making any such breach appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, the Parties agree that the breaching Party shall pay to Non-Breaching Party the sum of One Thousand Five Hundred Dollars (\$1,500), for each such breach of those provisions. The Parties acknowledge and agree that this sum is reasonable under the circumstances, and are not a penalty, but an amount reasonably estimated to make the aggrieved Party whole. Neither the breach of these specified provisions, nor the payment of liquidated damages by any person or entity, shall affect the continuing validity or enforceability of this Agreement. In addition, the aggrieved Party in the event of breach of this Section 14 may, in addition to the foregoing liquidated

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damages, seek any other available remedies, including injunctive relief and/or other remedies arising under this Agreement.

15. No Transfer/Assignment of Claims. Yao warrants and represents that she has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Yao agrees that she solely is responsible for the satisfaction of any assignment or lien to any lien holder and will defend, indemnify, and hold the Defendants and Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed against or incurred by any of the Defendants or Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third party may have in any claim which Yao is releasing under this Agreement or any interest in any of the proceeds paid to Yao under this Agreement.

16. Liens and Attorneys' Fees/Indemnification.

A. Yao acknowledges that she solely is responsible for any liens in connection with any services performed on Yao's behalf by any attorney, consultants, expert witnesses, or healthcare providers. Except as otherwise expressly provided herein, each Party solely is responsible for any fees and costs he/she or it has incurred in relation to the Action or the negotiation of this Agreement, including, but not limited to, fees for attorneys, consultants, and expert witnesses. Yao acknowledges that none of the Defendants or Released Parties are responsible for the payment of any fees incurred by or on behalf of Yao in connection with the prosecution of the Action.

17. Governing Law and Interpretation.

A. This Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary or supplement the term of this Agreement. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to render it enforceable, consistent with the intent of the Parties. In the event that any such provision cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Agreement in full force and effect.

B. In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement or seek damages for breach. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees and costs.

C. Pursuant to California Evidence Code sections 1122(a)(1) and 1123, the Parties intend that all of the terms of this Agreement shall be admissible and may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

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18. Amendment. This Agreement may not be modified, altered, or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

19. Miscellaneous.

A. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement, or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature. The Parties agree where practicable to permit the use of electronic signature technology to expedite the execution of this Agreement, pursuant to California Civil Code Section 1633.7.

B. The section headings 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 its provisions.

C. This Agreement was the result of negotiations between the Parties and their respective counsel, both of whom have participated in the drafting of this Agreement. In the event of vagueness, ambiguity or uncertainty, this Agreement shall not be construed against either party as the party preparing it but shall be construed as though prepared jointly.

D. If Yao or Defendants fail to enforce this Agreement or to insist on performance of any term at any time, that failure does not mean a waiver of that term or of the Agreement, and shall not be deemed continuing. The Agreement remains in full force and effect anyway.

20. Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties. Yao and Defendants acknowledge that each has not relied on any representations, promises or agreements of any kind made to the other in connection with the decision to enter into this Agreement, except for those set forth in this Agreement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH 3 ABOVE, YAO AND DEFENDANTS FREELY AND KNOWINGLY, AND AFTER CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS YAO HAS OR MIGHT HAVE AGAINST DEFENDANTS AND THE RELEASED PARTIES AS OF THE DATE OF HER EXECUTION OF THIS SETTLEMENT AGREEMENT.

YAO AND DEFENDANTS FURTHER ACKNOWLEDGE THAT THEY HAVE EACH HAD THE OPPORUNITY TO CONSULT WITH COUNSEL IN CONNECTION WITH THE NEGOTIATION OF, AND THE EXECUTION AND DELIVERY OF, THIS AGREEMENT AND THAT EACH IS SIGNING THIS AGREEMENT VOLUNTARILY.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the dates set forth below.

Executed on 09 / 01 / 2025

ANNAVEE INC. DBA CHANG'S GARDEN

Defendant

Title: President

Executed on 09 / 01 / 2025

By:

ANNAVEE WINGYI WONG KIM

Defendant

Executed on 08/28/2025

By:

G (Aug 28, 2025 20:15:44 GMT+8)

QING YAO

Plaintiff

EXPIRATION OF SEVEN DAY REVOCATION PERIOD

HAVING SIGNED THIS AGREEMENT ON THE DATE ABOVE, QING YAO
ACKNOWLEDGES THE REVOCATION PERIOD EXPIRES ON September 4, 2025.

Executed on 08/28/2025

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Plaintiff

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