INDIVIDUAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims ("Agreement") is entered into between Defendant Moxie HCH Motors, LLC, a Kansas Limited Liability Company, Moxie HCH Motors, LLC, Harbor Chevrolet, Moxie HCH Motors, LLC *dba* Harbor Chevrolet-Hyundai, Moxie HCH Motors, LLC *dba* Harbor Auto Group, and Does 1 through 10, inclusive (collectively "Defendant" or "Employer") and Plaintiff Steven Gonzales ("Plaintiff" or "Employee"). This Agreement is a compromise and general release regarding any and all claims Plaintiff could assert against Defendant (with the exception of claims subject to the PAGA Settlement Agreement as discussed below) and the Released Parties, as defined below, prior to the Effective Date of this Agreement. Defendant and Plaintiff may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

1.0 WHEREAS, on December 27, 2023, Plaintiff, through his counsel, filed a Representative Action Complaint in the Superior Court of the County of Los Angeles, Case No. 23STCV31564, entitled *Steven Gonzales v. Moxie HCH Motors, LLC, et al.* In addition, on February 13, 2025, Plaintiff filed a Demand for Arbitration with Judicial Arbitration and Mediation Service (JAMS) alleging a PAGA Representative Action and various individual claims against Defendant. In his Complaint and in his Demand for Arbitration, Plaintiff alleges various individual and PAGA representative claims against Defendant for violations of the California Labor Code, including failure to provide meal and rest periods, pay all wages, comply with itemized wage statement provisions, timely pay employees, reimburse business expenses, compensate employees for all hours worked, and other claims. Defendant denies Plaintiff's allegations in their entirety.

1.1 WHEREAS, after arms-length negotiations between competent counsel, and in order to avoid the time and uncertainty of litigation, the Parties have negotiated the following settlement of Plaintiff's individual claims, the purpose of which is to settle, fully and finally, all differences between the Parties, up to the date of execution hereof, including any claims Plaintiff may be able to allege against Defendant related to his employment with Defendant, the termination of that employment, and all other claims and damages which the Parties have asserted or could assert against one another.

1.2 WHEREAS, the parties have entered into a separate PAGA Settlement Agreement which resolves all of Plaintiff's representative claims, and is expressly carved out of any release in this agreement notwithstanding anything to the contrary herein.

THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

2.0 In consideration of the payment specified in Paragraph 2.2, to the fullest extent permitted by law, Plaintiff on behalf of himself and any past, present, and/or future heir, spouse, executor, administrator or agent of Plaintiff, knowingly and voluntarily compromises,

releases, settles, and forever discharges Defendant, together with its respective past, present, and/or future direct and/or indirect owners, shareholders, officers, directors, members, managers, principals, heirs, partners, investors, administrators, accountants, payroll services, attorneys, auditors, consultants, agents, insurers or reinsurers, independent contractors, employees, and their respective predecessors and successors in interest, assigns, joint venturers, subsidiaries, affiliates, divisions, parents, and attorneys, if any, or other representatives of every kind (collectively "the Released Parties") individually and collectively, of and from any and all known or unknown rights, claims, interest, liabilities, obligations, demands for damages, costs, indemnification, contribution, or causes of action, whether certain or speculative, which may have come into existence at any time before the time of execution of this Agreement by the Parties, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to and including all Parties' execution of this Agreement, including, but not limited to, any and all claims that Plaintiff has actually alleged or could have alleged to date, any and all claims for breach of contract and/or breach of implied covenant of good faith and fair dealing, any and all claims arising out of Plaintiff's work for Defendant and/or employment status, any and all claims for wage and hour violations, claims for indemnification or business expense reimbursement, any and all claims for breach of any express or implied agreement, any claims related to Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave, any claims for wrongful termination or demotion, discrimination, harassment, or retaliation on any basis, or for violation of privacy in any way, any and all claims arising under a "whistleblower" statute (including any claims arising under Labor Code §§ 6310, 1102.5), any claim for interference with contractual relations or economic advantage, defamation, misrepresentation, wages, bonuses, overtime, meal period and rest break premiums, stock options, benefits, penalties, fees, costs, expenses, or any other claim relating to or arising out of Employee's employment or separation from employment with Employer and any alleged injuries Employee may have suffered during that employment and prior to and including all Parties' execution of this Agreement, any and all claims for tortious conduct resulting in personal injuries or intentional or negligent infliction of emotional distress, any and all claims for violations under the California Business & Professions Code section 17200, the Fair Labor Standards Act (including the Equal Pay Act), as amended; the Americans with Disabilities Act (ADA); the Age Discrimination in Employment Act (ADEA), as amended, the Older Workers Benefit Protection Act (OWBPA); the Employee Retirement Income Security Act of 1974 (ERISA), as amended; the Immigration Reform and Control Act, as amended, the Comprehensive Omnibus Budget Reconciliation Act, as amended, and any and all claims of or related to harassment, discrimination, or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the National Labor Relations Act, the Constitution of the State of California; the California Codes; the California Fair Employment and Housing Act; and, the Civil Rights Act of 1964, as amended (collectively "Released Matters").

2.1 Notwithstanding the Released Matters described above, the Parties expressly agree and acknowledge that nothing in this Agreement releases or waives any rights or claims

Plaintiff may have with respect to PAGA Settlement Agreement or to any causes of action or claims that cannot be waived as a matter of law or public policy. Additionally, the Parties expressly agree and acknowledge that nothing in this Agreement releases or waives any rights or claims Plaintiff may have with respect to enforcement of Defendant's obligations due under this Agreement. Additionally, Plaintiff and Defendant are entering into a separate agreement for release of the PAGA claims that Plaintiff brought on behalf of himself and on behalf of the state of California. Further, nothing herein affects Plaintiff's rights and remedies in Plaintiff's PAGA case, notwithstanding anything to the contrary herein.

2.2 In consideration of Plaintiff's promises and releases as designated in this Agreement, Defendant shall pay the gross sum of **Fifteen Thousand Dollars ($15,000.00)** (the "Settlement Sum"). The Settlement Sum shall be made out as follows:

- One check in the gross amount of Fifteen Thousand Dollars ($15,000.00), without tax withholdings, issued by Defendant via IRS Form 1099, made payable to "Otkupman Law Firm, Client Trust Account"; Plaintiff's counsel to provide Defendant's counsel with a completed IRS Form W-9 prior to payment.

- The Settlement Sum shall be sent via certified mail to the following address: Otkupman Law Firm, A Law Corporation, 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362.

- The Settlement Sum shall be paid within 14 days after the Effective Date. The term "Effective Date" shall mean the last to occur of the following: (i) the date the Defendant's attorney, Daniel Padova (dpadova@employerlawyers.com), receives a copy of this Agreement executed by Plaintiff (counterpart execution signatures, electronic and facsimile copies being acceptable), (ii) the date the Defendant's attorney, Daniel Padova (dpadova@employerlawyers.com), receives a completed form W-9 for Otkupman Law Firm; and (iii) the "Effective Date" of the PAGA Settlement Agreement or Funding of the Gross Settlement Amount as listed in the PAGA Settlement Agreement, whichever is later.

2.3 This Settlement is conditioned on receiving judicial approval of the PAGA Settlement. If despite diligent efforts: (1) the Court refuses to enter an order approving the PAGA Settlement, or (2) the Court's order approving the PAGA Settlement is reversed and the Court thereafter refuses to enter an order approving the PAGA Settlement, then: (a) this Agreement will be considered null and void; and (b) neither this Agreement nor any of the related negotiations or proceedings will be of any force or effect.

2.4 Plaintiff acknowledges and understands that if the Court requires any changes or modifications to the PAGA Settlement, these changes could impact the terms of this Agreement.

2.5 Plaintiff acknowledges and agrees that Defendant and Defendant's attorneys, officers, directors, employees, agents and representatives have not made any representations regarding the tax consequences of any amounts paid in accordance with this Agreement, other than those made within this Agreement. Plaintiff agrees to pay, and to be solely

responsible for, any and all State, local and federal taxes, if any, which are required by applicable law to be paid with respect to the Settlement Sum and/or this Agreement.

2.6 Nothing in this Agreement shall be interpreted or construed as an admission of liability by Defendant or any Released Party. Defendant denies all of Plaintiff's allegations in their entirety.

2.7 To the extent permitted by law, Plaintiff agrees to dismiss all class and representative action without prejudice and individual claims with prejudice.

2.8 Covenant Not to Sue. Employee covenants not to sue the parties released in this Agreement on account of any claim(s) arising out of facts or circumstances occurring prior to the execution of this Agreement, either on his own behalf or on behalf of others or the general public. Employee further covenants not to accept, recover or receive any monetary damages or any other form of relief which may arise out of or in connection with any administrative or other legal remedies which may be filed with or pursued independently by any federal, state or local governmental agencies, or any other person purporting to represent the interests of Employee, excluding amounts to be paid to Employee pursuant to the Class and PAGA Settlement Agreement in *Steven Gonzales v. Moxie HCH Motors, LLC, et al.*, pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV31564, and any pending workers compensation matter.

2.9 Promise Not to Bring PAGA Claim. Other than the matter entitled *Steven Gonzales v. Moxie HCH Motors, LLC, et al.*, pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV31564, and in light of the California Supreme Court's instruction that "employees are free to choose whether or not to bring PAGA actions when they are aware of Labor Code violations," (Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal. 4th 348, 383), and in exchange for the consideration, undertakings, and covenants undertaken by the Released Parties in this Agreement, including but not limited to the provisions of Paragraph 1.1, and to the extent permitted by applicable law, Employee hereby expressly acknowledges that Employee is choosing, on a post-dispute basis, to waive any right Employee may have to bring a claim on behalf of Employee, other allegedly aggrieved employees, and/or on behalf of the State of California pursuant to California Labor Code section 2698 *et seq.* (PAGA). Employee also agrees and acknowledges that Employee is, by way of this Agreement and the releases herein, no longer an "aggrieved party" for the purposes of PAGA.

UNKNOWN CLAIMS

3.0 In exchange for the consideration described in Paragraph 2.2, Plaintiff agrees to release and waive any and all claims he may have against any other Party hereto that are currently in existence, but have not yet been discovered, and expressly waives all rights under Section 1542 of the California Civil Code which provides that:

"§ 1542. 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."

3.1 Plaintiff understands and acknowledges that the significance and consequence of the waiver of California Civil Code Section 1542 is that Plaintiff will be unable to make any claim for alleged damages relating in any way to the employment relationship with Defendant that exist up to and including the date of Plaintiff's signature on this Agreement. This Agreement shall not affect any claims that arise after the execution of this agreement, claims that cannot be released by law, claims for benefits through the Company's workers' compensation insurance policy, or for current claims pending before the Workers' Compensation Appeals Board, and claims related to the enforcement of this Agreement. Nothing in this agreement shall affect any of Plaintiff's rights and remedies in Plaintiff's PAGA case against Defendants, all of which are expressly reserved.

CONFIDENTIALITY

4.0 Plaintiff agrees and acknowledges that the terms of payment and amount of the settlement payment shall be confidential, and that Plaintiff shall not disclose any information about this Agreement to anyone, except such disclosures as required by law, or required by a Judge, and as necessary for legitimate tax compliance purposes. To the extent that any inquiry is made as to the status of the dispute, each Party shall respond that it was resolved to each side's satisfaction, or a substantially similar response.

NEUTRAL REFERENCE, DISPARAGING REMARKS, AND REINSTATEMENT

5.0 Plaintiff agrees that he or she has no entitlement to future employment with Defendant or any affiliates of Defendant. Plaintiff is directed to refer any prospective employers seeking reference information regarding employment of Plaintiff by the Defendant to Human Resources. In the event that a prospective employer seeking reference information regarding Plaintiff contacts Human Resources, the Defendant will provide only dates of employment and position(s) held, together with a confirmation that this is the only information permitted to be disclosed consistent with Defendant's policy.

5.1 The Parties agree that to the extent permitted by law, they will not make disparaging remarks regarding one another, including, without limitation, with respect to Defendant's products, Defendant's management, Defendant's business practices, or Plaintiff's experience as an employee of Defendant. This Paragraph shall not apply to any statements made in connection with Employee's rights, if any, pursuant to Section 7 of the National Labor Relations Act.

IMPLEMENTATION

6.1 This Agreement shall inure to the benefit of each Party and that Party's predecessors, successors, subsidiaries, affiliates, representatives, heirs, assigns, payroll services, accountants, agents, officers, directors, employees, and personal and legal representatives, past, present, or future.

MISCELLANEOUS

7.0 Entire Agreement. This Agreement is the complete and entire agreement between the Parties relating to Plaintiff's individual claims as of the Effective Date of the Agreement and is intended to be fully integrated. Any and all prior agreements or understandings, whether written or oral, that are not set forth in this Agreement shall have no force or effect.

Each Party acknowledges and represents that in executing this Agreement they have not relied upon any inducements, promises, or representations made by the other party or any person representing or serving the other party which are not specifically set forth in this Agreement.

7.1 Modification. This Agreement may not be modified, except by a written agreement signed by both Parties.

7.2 Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be severable and deemed not to be a part of this Agreement.

7.3 Attorney's Fees. In the event any Party institutes any action or proceeding against another Party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is entitled.

7.4 Governing Law. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the laws of said State.

7.5 No Waiver. Failure to insist on compliance with any term, covenant or condition 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.

EXECUTION OF AGREEMENT

8.0 Plaintiff is represented by independent representation and/or legal counsel, namely Roman Otkupman, regarding the rights being waived by this Agreement.

8.1 Each Party to this Agreement has had an opportunity to participate in the drafting of this Agreement to the extent they desire and therefore, this Agreement shall be construed according to its plain meaning and not strictly construed for or against any Party.

8.2 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute a single memorandum. A copy of the original or of a signature to the original shall have the same force and effect as the original. The signature of any signatory to this Agreement may be executed through the use of a facsimile transmission or by way of a PDF (Portable Document Format) as an attachment to an e-mail, in which case the signature (whether by facsimile or PDF) on this Agreement shall be as effective as if an original signature were affixed to this Agreement. This agreement can also be executed through electronic means by Dropbox Sign or DocuSign.

8.3 Plaintiff acknowledges that he has been offered the opportunity to have this Agreement translated into his/her preferred language prior to his/her execution of this document. For interpretation purposes, the English version of this Agreement shall be controlling.

8.4 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

8.5 Each signatory for the Parties hereto warrants and represents it is authorized to enter into this Agreement and bind each of the Parties hereto.

THE PARTIES REPRESENT THAT THEY HAVE EACH CAREFULLY READ THIS AGREEMENT AND KNOW ITS CONTENTS AND FULLY UNDERSTAND IT; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE IT TRANSLATED INTO EACH PARTY'S DESIRED LANGUAGE; THAT THE PARTIES HAVE HAD THE OPPORTUNITY TO HAVE ALL OF THE TERMS OF THIS AGREEMENT FULLY EXPLAINED TO THEM BY AN ATTORNEY OF THEIR CHOOSING, OR HAVE VOLUNTARILY CHOSEN TO EXECUTE THIS AGREEMENT WITHOUT CONSULTING AN ATTORNEY; THAT THE PARTIES FULLY UNDERSTAND THE AGREEMENT'S FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO EACH PARTY TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT; AND THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY ON THE DATES INDICATED BELOW.

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below.

PARTY SIGNATURES:

Executed on: 07 / 22 / 2026, 2026



Plaintiff Steven Gonzales

Executed on: 08/17/2026, 2026

Morgan Prestwood

Authorized Representative for Moxie HCH Motors, LLC