

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

DANIEL HUMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

**FISHER INVESTMENTS, INC., AND
SMART ASSET ADVISORS, LLC,**

Defendants.

Case No. 4:24-cv-01177-MTS

JURY TRIAL DEMANDED

**FISHER’S MEMORANDUM IN SUPPORT OF ITS MOTION FOR SEALING OF
UNREDACTED VERSIONS OF MR. HUMAN’S
SIX PRODUCED SETTLEMENT AGREEMENTS FILED UNDER SEAL**

In accordance with Local Rule 13.05, Fisher files this memorandum in support of its motion for leave to file under seal unredacted versions of Mr. Human’s six produced settlement agreements attached hereto as Exhibit A.

Fisher is submitting under seal these six settlement agreements that Mr. Human produced during discovery because he designated them as Attorneys’ Eyes Only (“AEO”) under the Court’s protective order. *See* ECF No. 56. These documents show that Mr. Human and his counsel have knowingly made false statements about his income to the Court. In particular, Mr. Human submitted a declaration claiming that his “sole source of actual income is the \$1,627.00” he receives monthly from SSI, and he repeats this claim in other Court submissions, including submissions that Mr. Human’s counsel signed. ECF No. 87-1; *see also* ECF No. 85-1 ¶ 20; ECF Nos. 86-1 at ¶ 2, 87-1 at ¶ 2 (all containing similar statements).

But Mr. Human and his counsel’s statements are knowingly false, as the attached settlement agreements he produced show. For example, in just *five* TCPA settlement agreements

out of presumably hundreds, Mr. Human received \$32,250, and out of that sum, \$11,750 was received within a two-month period in August and September 2024. Ex. A. Mr. Human also received an \$8,500 settlement in March 2024. *Id.* And this is just a small fraction of Mr. Human’s settlement income. Fisher’s damages discovery will uncover still more evidence of settlement payments that further confirm Mr. Human’s testimony about his “sole source of actual income” is knowingly false. ECF 70 at 8–9 (citing evidence of many other settlement agreements that Mr. Human still has not produced).

Moreover, Mr. Human’s counsel here represented him in five of these six settlement agreements, which referred to his firm by name. Ex. A. Mr. Human’s counsel thus knows that the statements about Mr. Human’s income are false but signed a Court filing—and submitted a sworn declaration from his client—containing them anyway. *See* ECF Nos. 85-1 ¶ 20, 85 at 9, 86 at 7.

These documents should be sealed because they are confidential settlement agreements between Mr. Human and third parties. The Court has partially sealed settlement agreements before to redact the settlement amount from the public record. *See, e.g., Moore v. Nat’l Vision, Inc.*, 2023 WL 6200780, at *1 (E.D. Mo. Sept. 22, 2023) (Schelp, J.) (concluding that “sealing the settlement amount is appropriate in this case”).

In conclusion, Fisher moves to seal these six documents because Mr. Human designated them as AEO under the protective order (ECF No. 56). However, the Court would be in its discretion to either (1) order sealing of only the settlement amount, as it has in other cases, or (2) allow the entire document to be filed, given the public interest in seeing evidence of Mr. Human’s fraud and false testimony to this Court.

Dated: April 17, 2025

Respectfully submitted,

/s/ Alexander D. Terepka

Alexander D. Terepka (*pro hac vice*)

James M. Ruley (*pro hac vice*)

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Attorneys for Fisher Investments, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this April 17, 2025, I caused to be electronically filed the foregoing document in the United States District Court for the Eastern District of Missouri, with notice of same being electronically served via email to Mr. Human's counsel. I concurrently caused to be served a copy of this filing and attachments thereto via email to Mr. Human's counsel at edbutler@butlerlawstl.com.

/s/ Alexander D. Terepka

Alexander D. Terepka

EXHIBIT A

CONFIDENTIAL

ATTORNEYS EYES ONLY

PAGES 000450-END

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Confidential Settlement Agreement and Release (this “Agreement”) is made effective as of the date of the final execution of this Agreement (the “Effective Date”) by and between Plaintiff, Daniel Human (“Plaintiff”), on the one hand, and Defendant, Alleviate Tax, LLC, and its affiliated entities (collectively “Defendant”) on the other hand for the purpose of resolving by compromise and settlement of all claims, controversies, alleged liabilities, and disputes between them. For the purposes of this Agreement, Plaintiff and Defendant are referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Plaintiff filed a lawsuit on June 10, 2024, in the Circuit Court of St. Louis County, State of Missouri, that on July 17, 2024, was removed to the Eastern District of Missouri, Eastern Division, Case No.: 4:24-cv-00981-SRC, alleging violations of the Missouri No Call List and Telemarketing prohibitions set forth in §407.102&.1 and Mo. Rev. Stat. § 407.1076 and Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, and 47 U.S.C. § 227(b)(1)(A) (“Claims”), against Defendant, (the “Complaint”) arising out of alleged unsolicited calls to Plaintiff (the “Calls”);

WHEREAS, Defendant denies Plaintiff’s claims and has denied, and continues to deny, that it has any liability to Plaintiff for any such claims.

WHEREAS, the Parties hereto desire to compromise, settle, and release any and all claims which exist or which may exist between and among them, or their agents, assigns, and predecessors or successors, arising out of or relating to the facts, matters, events, or alleged violations of the TCPA and Missouri No Call List and Telemarketing prohibitions, without any admission of wrongdoing by either Party.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants, representations, and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Payment and Consideration

(i) Within five (5) business days of Plaintiff providing (a) a signed copy of this Agreement and (b) a fully executed IRS Form W-9 for Plaintiff’s counsel, Defendant shall pay by ACH, a total amount of Five Thousand Dollars (\$5,000.00) (“Settlement Payment”) to Daniel Human via wire to Butler Law Group, LLC. ACH instructions to be supplied in a separate email.

(ii) The Parties will each bear their own attorneys’ fees and costs expended in connection with the Complaint. Plaintiff agrees not to make any further demand for attorneys’ fees, interest, costs, or expenses of any kind.

2. General Release and Waiver

(i) Except as expressly set forth in this Agreement, for and in consideration of the mutual covenants set forth herein, which are hereby excluded from and survive this general release and waiver, Plaintiff, on his own behalf, and on behalf of his grantees, agents, representatives, heirs, devisees, trustees, assigns, assignors, attorneys, affiliates or any other entities in which Plaintiff has an interest (collectively, the “Releasing Parties”), hereby agrees to release and forever discharge Defendant and each of their respective affiliates and subsidiaries, and each of its respective past and present agents, employees, representatives, officers, directors, shareholders, attorneys, accountants, insurers, receivers, advisors, consultants, parents, divisions, successors, heirs, predecessors in interest, corporate parent, contractors, and commonly-controlled corporations including, but not limited to, its owners, affiliates, employees, and agents (collectively “Released Parties”), from all liabilities, causes of action, charges, complaints, suits, claims, obligations, costs, losses, damages, rights, judgments, attorneys’ fees, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any form whatsoever, whether known or unknown, whether presently existing, whether suspected or unsuspected, whether fixed or contingent, including those arising under any theory of law, whether common, constitutional, statutory or other of any jurisdiction, foreign or domestic, whether in law or in equity, which they had or may claim to have against any of them, including, without limitation, those arising out of or relating to: (a) the subject matter of this Agreement and the Complaint; (b) any acts or omissions by the Released Parties, including any alleged violations of the TCPA and/or federal or state laws or regulations related to telemarketing; and (c) any costs, attorneys’ fees, or expenses incurred by the Releasing Parties in connection with the subject matter hereof (collectively, the “Released Claims”). The Releasing Parties hereby acknowledge and agree that, except as expressly set forth in this Agreement, the Released Parties have no other liabilities or obligations, of any kind or nature, owed to the Releasing Parties, in connection with or relating to the Released Claims or otherwise. It is further understood and agreed that this Agreement and the Settlement Payment made hereunder constitute, full and final satisfaction of all claims of every nature, direct or indirect, against all persons or entities, including those who are or might be held to be joint and/or successor tortfeasors with any of the parties released hereby, as well as those to whom any of the parties released are, or may be held to be, liable by way of contribution or indemnity for the payment of all or any part of any claim arising out of, or directly or indirectly related to, the facts and circumstances that were alleged in connection with the Complaint. It is expressly understood and agreed that this release is intended to cover, and does cover, not only known injuries and damages.

(ii) Plaintiff acknowledges the following: (a) he is represented by counsel or has had the opportunity to retain and consult with counsel; and (b) he has been specifically advised by his counsel of the consequences of the above waiver and this Agreement generally or has otherwise had the opportunity to consult with counsel and knowingly elected not to.

(iii) Plaintiff represents and warrants that: (a) Plaintiff is duly authorized to enter into this Agreement and may lawfully bind Releasing Parties and all persons or entities on whose behalf Plaintiff have agreed herein; (b) Plaintiff has not sold, pledged, encumbered, or otherwise disposed of, in whole or in part, voluntarily or involuntarily, any of the claims released in the

general release above; (c) Plaintiff did not instigate or cause to instigate the Complaint and represents and warrants that his Claims are not fraudulent; and (d) Plaintiff is not the subject of any bankruptcy filing.

(iv) Plaintiff further agrees, promises, and covenants that he will not, nor will any person, organization, or any other entity acting on their behalf, file, charge, claim, sue, participate in, join or cause or permit to be filed, charged or claimed, any action for damages or other relief (including injunctive, declaratory, monetary or other) against the Released Parties with respect to any Released Claims. The Parties agree that this Agreement may be pleaded as a full and complete defense to any and all Released Claims and causes of action being released pursuant to this Agreement. Each Party acknowledges and consents that the Agreement may be used as the basis for an injunction to halt any action, suit or other proceeding based upon the Released Claims. This covenant not to sue applies to any claims that could be brought in any forum or jurisdiction and is intended to be a full and complete bar to any such claims.

3. Covenant Not To Sue

Unless otherwise prohibited by law, Human further covenants and acknowledges that neither Human nor anyone claiming through Human has or will sue or cause or permit suit against the Released Parties upon any claim released or purported to be released herein or to participate in any way in any suit or proceeding or to execute, seek to impose, collect, or recover upon or otherwise enforce or accept any judgment, decision, award, warranty, or attachment upon any claim released or purported to be released herein.

4. Intent Not To Sue

Unless otherwise prohibited by law, Human's counsel, Butler Law Group LLC represents that neither Butler Law Group LLC nor anyone claiming through Butler Law Group LLC has the present intent to sue and will not sue or cause or permit suit against Alleviate upon any claim released or purported to be released herein or to participate in any way in any suit or proceeding or to execute, seek to impose, collect, or recover upon or otherwise enforce or accept any judgment, decision, award, warranty, or attachment upon any claim released or purported to be released herein.

5. Confidentiality and Non-Disparagement

The Parties shall not discuss, publish, or share any copy of, or any details relating to, this Agreement with any person or entity not a party to this Agreement, in any form, which may include, but are not limited to, media materials, print, digital, social media, community forums, and other public and private publications, except that the Plaintiff may state that the matter has been "fully and amicably resolved without any admission of fault." Plaintiff agrees the terms and existence of this Agreement, and all information and communications exchanged during discussions and settlement negotiations leading up to this Agreement (collectively "Confidential

Information”), is strictly confidential, and they shall not reveal Confidential Information or the names of the Parties to this Agreement to any other person or entity, except: (i) as required by law or order of the court or the other government authority; (ii) as is reasonably necessary to be disclosed to any Party’s accountants, tax advisors, or attorneys (provided the disclosing Party notifies such recipient of the disclosing Party’s confidentiality obligations hereunder and obtains assurances that such recipient will ensure that Confidential Information is only disclosed in accordance with the terms of this Agreement); (iii) or as is reasonably necessary to the defense of any action or enforcement of any rights to which the terms of this Agreement may apply.

This confidentiality provision and agreement is a material term of this Agreement, breach of which the Parties hereby agree will cause the Parties irreparable harm. In the event of a breach of this provision by of this provision by either party, the non-breaching party shall be entitled to equitable relief to protect its interests. Such equitable relief shall in no way limit the non-breaching party’s right to obtain other remedies available under applicable law. All releases read under this paragraph are limited to those which have accrued as of the date of this Agreement. The terms and existence of this Agreement may be disclosed if required by law or subpoena

The Parties agree to not make any statements, written or oral, or cause or encourage others to make any statements, written or oral, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of either Party or any of their affiliates, subsidiaries, employees, directors, and/or officers.

6. Injunctive Relief; Remedies

The Parties expressly acknowledge and agree that the confidentiality agreements set forth in Section 3 (“Confidentiality and Non-Disparagement”) are material inducements to each Party to enter into this Agreement and to release the Released Claims. Furthermore, the Parties acknowledge and agree that the disclosure of information related to the terms of this Agreement as prohibited by Section 3 would cause the non-breaching Party to suffer immediate, irreparable injury for which money damages would be an inadequate remedy, and that the non-breaching Party will be entitled to injunctive relief, as provided for under applicable law or equity, without being required to post any bond or other security, in the event of any such breach. Injunctive relief will not be deemed the exclusive remedy for any such breach but will be in addition to all other remedies available under applicable law.

7. Representations and Warranties

(i) As a material inducement for Defendant entering into this Agreement, Plaintiff represents and warrants that he is the subscriber and user of the number allegedly called, were the contacted Party with respect to the Calls alleged in the Complaint; he did not induce, solicit, or provide prior express consent or prior express written consent for the Calls alleged in the Complaint and is unaware of how the Calls alleged were generated; and he has full authority to enter into this Agreement to fully and finally resolve claims related to any Calls or future calls received. Defendant further represents and warrants that he will not induce, solicit, or provide

consent or prior express written consent to Released Parties or in any way elicit calls from Released Parties.

(ii) As a material inducement for entering into this Agreement, the Parties represent and warrant to each other that:

(a) they are entering into this Agreement solely of their own judgment and free will, and after the opportunity for consultation with their own legal counsel;

(b) this Agreement is fair, reasonable, and in their best interest;

(c) they have relied upon nothing said by anyone connected with this dispute, other than their own legal counsel, either as to liability, as to the extent of damages, chances of success in the trial court or on appeal, insurance coverage available, or as to any other matter, except as expressly set forth in this Agreement;

(d) they and their attorneys, accountants, agents, representatives and other advisors have had sufficient disclosure of information and knowledge of all material facts and legal rights and remedies necessary to evaluate the conduct of the other Parties, which is sufficient to make an informed decision to enter into and approve the terms of this Agreement;

(e) they have full authority to execute this Agreement in the capacities noted so as to bind each such Party to this Agreement; and

(f) no oral understanding, statement, promises or inducements contrary to the terms of this Agreement exist.

8. No Admission of Fault or Liability

It is understood and agreed that this Agreement and the performance of other obligations herein, are for the sole purpose of compromising the disputed Released Claims, and that this Agreement shall not be construed as an admission of liability or wrongdoing by Defendant or any of the Released Parties.

9. Investigation

Each of the Parties has made such investigation of the facts pertaining to this Agreement, as it deems necessary. The Parties understand that if any fact with respect to any matter covered by this Agreement is found hereafter to be other than, or different from, the facts now believed by the parties to be true, each Party expressly accepts and assumes the risk of such possible difference in facts and agrees that this Agreement shall become and remain effective notwithstanding such different facts.

10. Integration Clause

This Agreement contains the entire agreement of the Parties and supersedes any and all prior, written or oral, agreements among them concerning the subject matter hereof. There are no

representations, agreements, arrangements or understandings, oral or written, among the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

11. Consultation With Counsel

The Parties represent and warrant that they have had the opportunity to present this Agreement to counsel, if any, with this Agreement and that they are executing this Agreement of their own free will after having had to opportunity to receive advice from counsel regarding execution of this Agreement.

12. Attorneys' Fees

In the event that any action is taken to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to other damages or remedies, its reasonable attorneys' fees, court costs, and other costs and expenses reasonably incurred in connection therewith, including but not limited to any reasonable attorneys' fees, court costs and other costs and expenses incurred in connection with seeking to recover the attorneys' fees, court costs and other costs and expenses of enforcement provided for by this paragraph.

13. Taxes

Plaintiff shall be solely responsible for federal, state, and local taxes due on the Settlement Payment, if any, and he specifically agrees to indemnify and hold Defendant harmless for any claims involving federal, state, or local taxes resulting from such responsibility.

14. Severability

If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein; and (iv) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislature, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity by the State of California.

15. No Waiver

The failure of any Party to insist upon compliance with any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment by such Party of any other provision of this Agreement.

16. Modification and Amendment

This Agreement may not be waived, altered, amended, or repealed, in whole or in part, except upon written agreement executed by the Party or Parties against which enforcement is sought.

17. Agreement Obligates, Extends, and Inures

The provisions of this Agreement shall be binding upon each of the Parties and each of the Parties' directors, officers, members, shareholders, trustees, partners, successors, agents, assigns, attorneys and employees, if any, and upon those who may assume any or all of the above-described capacities subsequent to the Effective Date. The provisions of this Agreement shall inure to the benefit of each of the Parties and each of the Parties' directors, officers, members, shareholders, trustees, partners, successors, agents, assigns, attorneys and employees, if any.

18. No Reliance

Each of the Parties represents and warrants that, except for the representations and warranties specifically set forth in this Agreement, in executing this Agreement, it does not rely, and has not relied, on any representation or statement made by any other Party to this Agreement, on any representation or statement made anyone acting on behalf of any Party to this Agreement, or any representation or statement made by any other person.

19. No Assignment or Transfer of Action

Plaintiff, on behalf of himself and the Releasing Parties, represents and warrants that: (i) they own the Claims released hereby; (ii) no other person or entity has any interest in such Claims; (iii) they have not sold, assigned, conveyed or otherwise transferred any such Claim, or any other Claim or demand against any person or entity released hereby; and (iv) they have the sole right to settle and release such Claims. The undersigned represents and warrants that to the best of their information and belief, he has no knowledge of any Claims held by one against the other that are not released hereby.

20. Multiple Counterparts

This Agreement may be executed in counterparts, each of which may be executed and delivered via facsimile or PDF electronic delivery with the same validity as if it were an ink-signed document and each of which shall be effective and binding on the Parties as of the Effective Date. Each such counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Agreement.

21. Construction

Each Party hereto has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed against any Party on the ground that said Party drafted this Agreement. This Agreement shall be governed by, and

construed in accordance with, the laws of the United States, and to the extent not preempted, the substantive laws of California. Venue for any cause of action arising out of this Agreement shall lie in Orange County, California.

22. Mutual Drafting

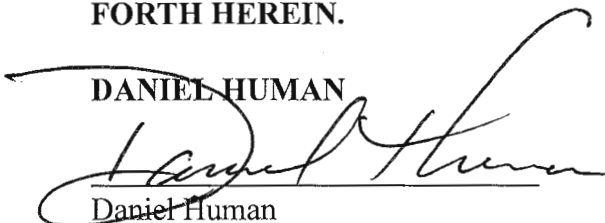
This Agreement is the product of negotiations “at arm’s length” between the undersigned, both of whom had ample time in which to seek legal advice, if desired. As such, the terms of this Agreement are mutually agreed upon, and no part of this Agreement will be construed against the drafter.

23. Arbitration Agreement

If a dispute arises regarding the settlement set forth herein, including, but not limited to, any breach or alleged breach of this Agreement by either of the Parties (e.g., violating the covenant not to sue requirements of this Agreement, violation of Plaintiff’s Representations and Warranties, attempting to collect waived debt, violating the non-disclosure requirements of this Agreement, etc.) the aggrieved party shall initiate the resolution process by giving notice setting out, in writing and in detail, the issues in dispute and the value of the claim to the other party. A meeting (either in-person or telephonic) between the Parties, attended by individuals with decision-making authority, must take place within thirty days from the date the notice was sent in an attempt to resolve the dispute through direct negotiations. If the dispute cannot be settled by direct negotiations within thirty days of the initiation of the resolution process, the Parties may initial mediation by giving notice to the other party. Mediation shall be attended by an individual representing each party with decision-making authority and the proceeding shall take place in California. If the dispute is not resolved by mediation within sixty days from the day of the notice requiring mediation, or if the dispute is unresolved within ninety days from the date of notice requiring direct negotiations, then the dispute shall be finally settled by binding arbitration administered by AAA or JAMS and either party may initiate arbitration by giving notice to the other party. A party who violates this section shall pay all legal and consulting fees and costs incurred by the other party in any suit, action or proceeding to enforce this section. While the procedures under this section are pending, each party shall continue to perform its obligations under this release, unless to do so would be impossible or impracticable under the circumstances.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

DANIEL HUMAN



Daniel Human

Plaintiff

Date: August __, 2024

Alleviate Tax, LLC

Authorized Representative

Date: August __, 2024.

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This **CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE** (the “Agreement”) is made this ____ day of September 2024 (the “Effective Date”), by and between Daniel Human (“Mr. Human”) and Frubbel LLC d/b/a Valu-Pass (“Frubbel”) (each a “Party” and collectively the “Parties”).

Recitals

WHEREAS, Mr. Human filed a lawsuit titled *Human v. Frubbel, LLC d/b/a Valu-Pass*, in the United States District Court for the Eastern District of Missouri (the “Lawsuit”) against Frubbel in which Mr. Human alleges that he received phone calls from or on behalf of Frubbel in violation of the Telephone Consumer Protection Act;

WHEREAS, Frubbel denies any wrongdoing.

WHEREAS, the Parties wish to resolve any and all claims between them.

WHEREAS, the Parties desire to avoid the expense, inconvenience, uncertainty and distraction of litigation and any other issue or dispute between them, and the Parties have reached an agreement to settle completely all claims between them under the terms set forth below.

Agreement

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Settlement Payment.** In consideration for the release of claims and other promises by Mr. Human set out in this Agreement, Frubbel shall pay the total amount of three thousand dollars (\$3,000.00) (“Settlement Payment”) with seven (7) days of Mr. Human returning a signed Agreement and providing a completed W9 form from the Butler Law Group, LLC. This Settlement Payment constitutes a full and complete settlement of all claims Mr. Human may assert or rights to which Mr. Human may be entitled to, inclusive of attorneys’ fees and costs against the Released Parties. Counsel for Mr. Human will provide instructions for payment via ACH.

2. **Release.** Mr. Human individually and on behalf of his agents, attorneys, and assigns, irrevocably and unconditionally releases, acquits and forever discharges Frubbel, and any of its principals, employees, officers, shareholders, agents, attorneys, assigns, franchisors, parents, subsidiaries, and affiliates (the “Released Parties”) from any and all claims, rights, interests, causes of action, and/or remedies of any nature, kind, or description, whether known or unknown, as of the date of this Agreement.

3. **Covenant Not to Sue; Right to Cure.** Mr. Human agrees that he will not file a court action regarding the matters released herein. In addition, to the extent that Mr. Human believes that Frubbel engages in future conduct that would give rise to a legal claim, he must provide written notice to Frubbel at rwarren@globaltravel.com and by FedEx Overnight delivery

signature required to Frubbel LLC, 2699 Lee Road Suite 350, Winter Park, Fl 32789 , at which time, Frubbel shall have thirty (30) days from the date of notice receipt to correct or cure any alleged violation without penalty

4. **Acknowledgements, Warranties and Representations.** Mr. Human's counsel hereby represents and warrants, on behalf of himself and his law firm, that at the time of execution of the Agreement, that he is not aware of any clients currently represented by him (other than Mr. Human) who have or may have claims against Frubbel or any of the Released Parties, and that he has no present intention to solicit additional claims against Frubbel or any of the Released Parties

Acknowledged by Butler Law Group, LLC: /s/Edwin V. Butler
Edwin v. Butler, Esq.

5. **Severability.** If one or more of the provisions, or portions thereof, of this Agreement is determined to be illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

6. **No Contra Proferentem.** The Parties have mutually negotiated this Agreement and hereby agree that it shall not be construed against any Party based upon the assertion that one or more of them was the "drafter."

7. **No Admission of Liability.** Nothing herein shall constitute an admission by Frubbel of any wrongdoing or liability, or of the truth of any allegations of Mr. Human. The negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Agreement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Frubbel or of the truth of any of the allegations in connection with the Lawsuit; (ii) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Frubbel in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency or other tribunal; and, (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of similar claims for class certification.

8. **Voluntary Agreement.** The Parties acknowledge and agree that they have read all the provisions of this Agreement in full, have reviewed those provisions with an attorney or had the opportunity to seek legal advice and understand the provisions of this Agreement and voluntarily agree to be bound thereby. The Parties further acknowledge and agree that they are entering into this Agreement based solely and exclusively upon their counsel's and/or their own analysis of the facts and/or information of which the Party and/or its counsel is independently aware and not based upon or in reliance upon any statements and/or representations of any other Party (except to the extent such statements and/or representations are fully and expressly set forth herein). The Parties acknowledge and agree that the consideration received pursuant to this Agreement is fair, reasonable, sufficient, just and adequate, and constitutes lawful consideration supporting the execution of this Agreement.

9. **Entire Agreement:** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement unless such subsequent agreement is in writing and signed by the Parties. All previous contracts, warranties, communications, covenants, commitments, representations or agreements, whether written or oral, between and among the Parties and/or their attorneys, are superseded unless expressly incorporated and made a part of this Agreement.

10. **Confidentiality:** Parties represent and warrant that they have not disclosed, nor will they disclose in the future, facts and circumstances regarding the negotiations leading up to this Agreement and the terms herein to any third party except: (a) by compulsion of a valid and enforceable subpoena; (b) by compulsion of a valid order of a court of competent jurisdiction; (c) to the extent necessary for a Party's attorneys or tax advisors to assist in the conduct of their business affairs, provided, however, that prior to disclosure under subparagraphs (a) and (b) above, the Parties will make diligent efforts to give the other Party sufficient and reasonable notice of such subpoena or order of the court to enable such other Party to object to the same and to move to quash or to take such other action as is allowed by law to prevent disclosure pursuant thereto. The Parties further agree to take such action as may be permissible and/or required under the appropriate rules of the court or administrative regulations to protect and preserve the confidentiality of this Agreement. The Parties further represent and agree that they will not make, whether directly or indirectly, either in their own name, anonymously, through employees, or agents, or under any other name, any disclosures or comments regarding the existence and terms of this Agreement or settlement negotiations and communications between the parties, on any social media site or any other site on the internet.

11. **No Media Comment:** The Parties and their attorneys and agents agree not to issue any press releases, hold any interviews with journalists, or make any other disclosures or comments to media (including to media via the internet) regarding this Agreement or the negotiations and communications between the Parties regarding settlement. If asked about the Agreement or its subject matter, the Parties and attorneys and agents will state only that all disputes between the parties have been resolved amicably.

12. **Non-Disparaging Statements:** from and after the Effective Date of this Agreement, the Party's agrees not to make any disparaging statements, comments, or insinuations about Frubbel or Mr. Human, including, and without limitation to, any communications on any social media platform, website, blog or chat room or otherwise, or any products or service that either offers, whether true or false, oral or written.

13. **Ownership of Claims.** Mr. Human hereby warrants and represents that he owns the entirety of any alleged claims in connection with the Lawsuit which is being released herein, and that he has not assigned, expressly or impliedly, any interest in such claims, nor has there been assignment by operation of law, or otherwise, nor has either assigned his rights, or entered into a subrogation agreement with any insurance carrier, nor has either filed any bankruptcy petition, made any assignment for the benefit of creditors, or engaged in any other insolvency proceedings, which would result in the claims alleged being subject to a claim of partial or total beneficial, equitable or legal ownership in the name of a trustee on behalf of such party creditors, or a similar

fiduciary able to assert such position, or have the claims be subject to an attachment, or assigned in any way or in any manner to any person or entity not a party to this Agreement, and that Mr. Human therefore has the sole and exclusive authority to enter into this Agreement in connection with the allegations contemplated herein, and no other party is required to join herein in order to fully compromise and release any claim asserted or that could have been asserted in connection with the Lawsuit against Frubbel or its affiliates.

14. **Limitations of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL FRUBBEL OR ITS AFFILIATES, PRINCIPALS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUPPLIERS BE LIABLE TO MR HUMAN FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, LOST DATA, DELAYS, LOST PROFITS, LOSS OF REVENUE OR ANY OTHER ECONOMIC LOSS, COST OR EXPENSE ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EVEN IF FRUBBEL OR ITS AFFILIATES, PRINCIPALS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FRUBBEL BE LIABLE FOR ANY TYPE OF LOSS TO YOU CAUSED BY AN EVENT BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, GOVERNMENT RESTRICTIONS, NATURAL DISASTERS, TERRORIST ACTS, WARS, RIOTS, STRIKES, AND OTHER ACTS OF GOD. IN NO EVENT WILL COMPANY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEED FIVE HUNDRED DOLLARS (\$500). IN NO EVENT WILL MR. HUMAN BRING ANY ACTION AGAINST THE FRUBBEL MORE THAN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ARISES.

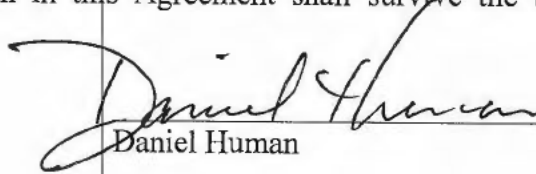
15. **Choice of Law; Venue.** This Agreement shall be considered executed in the State of Florida and will be interpreted, construed, and enforced in accordance with Florida law, without regard to any conflicts of law provisions. Except for requests for injunctive relief, any dispute, claim, or controversy arising out of or relating to this Agreement, including any breach, shall be resolved through final and binding arbitration, administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall take place in person at a location closest to Orlando, Florida, and any award rendered by the arbitrator(s) may be entered as a judgment in any court with proper jurisdiction. Each Party shall bear its own arbitration costs and attorneys' fees, except that the arbitrator may award attorneys' fees and costs in the event the arbitration is found to be frivolous. Any litigation not subject to arbitration shall be exclusively brought before the State or Federal Courts closest to Orange County, Florida.

16. **Multiple Counterparts.** This Agreement may be executed on separate signature pages by each of the Parties and will be deemed fully executed when each Party has signed and delivered a signature page to the other Party. Original signatures transmitted by facsimile are acceptable. All executed signature pages will be aggregated and attached to this Agreement and will constitute the entire Agreement of the Parties.

17. **Tax.** Mr. Human agrees and acknowledges that neither Frubbel nor its counsel have made any representations to him regarding the tax consequences of any payments or amounts received by him pursuant to this Agreement.

18. **Survival.** The representations, warranties, covenants, obligations releases and indemnities of the Parties set forth in this Agreement shall survive the termination of this Agreement.

9/18/2024
Date


Daniel Human

Date

Frubbel, LLC d/b/a Valu-Pass.
By: _____
Its: _____

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Confidential Separation Agreement and Release of Claims (“Agreement”) is entered into by and between American Financial Network (“AFN”) and Daniel Human (“Human”) (collectively the “Parties”).

WHEREAS, Human alleges that he received telephone calls from agents or representatives of AFN in violation of the Telephone Consumer Protection Act (“TCPA”) and on October 31, 2023, filed a Complaint Class Action in the Circuit Court of St. Louis County, Missouri which was subsequently removed to the United States District Court for the Eastern District of Missouri, Case No. 4:23-cv-01559 (hereafter, the “Lawsuit”);

WHEREAS, AFN denies Human’s allegations asserted in the Lawsuit and denies engaging in any unlawful conduct;

WHEREAS, the Parties wish to resolve the disputes between them, including those claims set forth in the Lawsuit, on the terms and conditions set forth in this Agreement; and

WHEREAS, solely in order to avoid the costs and expenses inherent in litigation, the Parties desire to fully, finally and forever compromise and settle any and all claims, controversies and disputes each of them has, or may ever have, against the other, including but not limited to the Lawsuit.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Settlement Payment: AFN shall pay to Human the total gross sum of *Three Thousand Seven Hundred Fifty Dollars and Zero Cents* (\$3,750.00) (“Settlement Amount”) for which an IRS Form 1099-MISC shall issue.

The Settlement Amount shall be delivered to Human’s counsel, Butler Law Group, LLC via ACH payment on or before the 10th calendar day following AFN’s receipt of this Agreement executed by Human and each page initialed by Human and a form W-9 for Human’s counsel.

No other payments of any money or benefits of any type shall be paid to Human pursuant to this Agreement other than as described in this section.

2. Dismissal of Lawsuit: Within five (5) days of his counsel’s receipt of the Settlement Amount, Human agrees to dismiss the Lawsuit, with prejudice, each party to bear their own fees and costs.

3. No Admission of Liability: It is understood and agreed that this Agreement is a compromise of disputed claims, that AFN and any other person or entity released herein denies any liability for the claims that have been asserted, and nothing contained herein is to be construed as an admission of liability or responsibility on the part of AFN or any other person or entity released herein.

4. Release of Claims: Human agrees to forever release and discharge AFN and its subsidiaries, related companies, parents, successors and assigns, officers, board of directors, agents, and employees from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, arising prior to the date the Human signs this Agreement or in connection with, relating to, or based upon facts in existence prior to the date of execution of this Agreement, including, but not limited to all claims of violation of public policy; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for emotional distress; and all claims for equitable relief. This release also includes, without limitation, any and all claims under any state, federal or local law or other authority, including, but not limited to, the Telephone Consumer Protection Act (42 U.S.C. § 227); the Missouri Merchandising Practices Act (Mo. Rev. Stat. § 407.020); and any regulations under or amendments of such authorities.

It is understood and agreed that this is a full, complete and final general release of any and all claims described above, and that Human agrees that it shall apply to all unknown, unanticipated, unsuspected and undisclosed claims, demands, liabilities, actions or causes of action, in law, equity or otherwise, as well as those which are now known, anticipated, suspected or disclosed. The waivers and releases of this Agreement do not include any claims that cannot be released by law or any rights that may arise after the date this Agreement is executed. This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between Human and AFN with regard to this subject matter. Human is not relying on any promise or representation by AFN that is not expressly stated herein.

5. Confidentiality and Non-disparagement: Human agrees that he will keep the terms of this Agreement and the amount of the Settlement Amount completely confidential and that he will not disclose any information concerning this Agreement to anyone. Human further agrees that he will not discuss his allegations against AFN unless ordered by a Court of law. Human further agrees that if anyone asks him about his claims alleged or the resolution of his claims, he will simply respond by stating, "the matter has been resolved and the resolution is confidential," or similar words to that effect. Human agrees and promises that he will not undertake any harassing or disparaging conduct directed at AFN or any agent or employee of AFN, in any manner likely to be harmful to AFN's business interests, products, services, or business reputations, including but not limited to by means of Facebook, Instagram, Snapchat, X (formerly known as Twitter), Tik Tok, or any other social media outlet or publication. Human further agrees and promises that he will not induce or incite any claims against AFN by any other person. Human agrees that any act in violation of any, or all, of Paragraph 6 will cause irreparable harm to AFN. Human agrees and acknowledges that the provisions set forth in Paragraph 6 of the Agreement are material terms, and that if Human breaches the provisions in these Paragraphs, then AFN shall be entitled to liquidated damages in the amount of twenty percent (20%) of the Settlement Payment, per proven breach, as determined by a court of competent jurisdiction. Human agrees and acknowledges that if he breaches the provisions in this Paragraph, AFN shall have, in addition to and without limiting any other remedy or right it may have at law or in equity, or as otherwise provided in this Agreement, the right to a temporary and permanent injunction restraining any such breach, without any bond or security being required. Should AFN be deemed a prevailing party in any action to enforce any or all of Paragraph 3 of this Agreement, then AFN shall be entitled to an award of its

reasonable attorneys' fees and costs incurred as a result of a claim against Human.

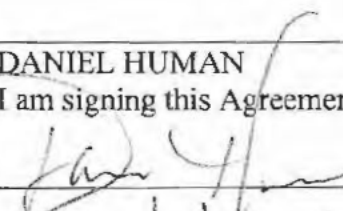
6. **Severability:** If any provision or clause of the Agreement is declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, that provision will immediately become null and void, leaving the remainder of the Agreement in full force and effect.

7. **Counterparts:** This Settlement Agreement shall become effective upon its execution, subject to subsequent dismissal of the Lawsuit. The parties may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Human and AFN had signed the same instrument. Any signature or e-signature made by the signing party and transmitted by facsimile, email, or electronic signature (via DocuSign, SignNow, or similar e-signing service) to execute this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall bind the signing party.

8. **Complete Agreement:** This Agreement represents the complete understanding between the Parties regarding the subject matter herein. No other promises or agreements as to the subject matter herein shall be binding on the Parties or shall modify the Agreement unless made in writing and signed by the Parties. The Agreement supersedes any prior agreements between the Parties and shall be binding upon the Parties, their successors and assigns, as to the subject matter herein; provided, however, that to the extent the Parties previously entered into an agreement providing for the confidentiality of AFN's information, such agreement shall remain in full force and effect. The Parties represent that they have not relied upon any promise or representation not contained in the Agreement in executing it. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. **Controlling Law:** This Agreement is made and entered into in Missouri and, to the extent the interpretation of this Agreement is not governed by applicable federal law, it shall be interpreted and enforced under and shall be governed by the laws of that state.


By signing below, Human affirms that he has read, and that he fully understands, the foregoing Settlement Agreement, including (but not limited to) its release of claims. Human affirms that he has been provided sufficient time to review the Agreement, that he has been advised to consult with legal counsel of his choice before executing the Agreement, and that he has done so.

<p>AMERICAN FINANCIAL NETWORK, INC.</p> <p>_____</p> <p>Date: _____</p>	<p>DANIEL HUMAN</p> <p>I am signing this Agreement voluntarily.</p>  <p>_____</p> <p>Date: 8/16/2024</p>
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ATTORNEYS' ACKNOWLEDGMENT AND RELEASE OF LIEN

Edwin Butler of Butler Law Group, LLC ("Human's Attorney") waives any claim to attorneys' liens or claims for fees and expenses and acknowledge that all such attorneys' liens or claims for fees and expenses have been satisfied by the AFN, by virtue of the payment of the Settlement Amount paid pursuant to this Confidential Settlement Agreement and Release of All Claims. Human's confidentiality commitments are binding upon Human's Attorney so that any violation of the confidentiality commitments by Human's Attorney have the same effect as if Human violated the confidentiality commitments.

**EDWIN BUTLER
BUTLER LAW GROUP, LLC**

Signature: 
Date: August 8, 2024

**IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
AT SALT LAKE CITY**

Policy Scout, LLC, A Delaware Limited Liability Company,)	
)	
Plaintiff/Counterdefendant,)	Case No: 2:23-cv-00934-CMR
)	
Vs.)	
)	
DANIEL HUMAN,)	
)	
Defendant/Counterclaimant,)	

NOTICE OF SETTLEMENT

COMES NOW Defendant/Counterclaimant Daniel Human and hereby provides notice of settlement. The Parties anticipate that a joint notice of voluntary dismissal with prejudice of this case will be filed in the next three (3) days. In the meantime, the Parties respectfully request that the Court vacate all pending deadlines and stay the case, and that the Court retain jurisdiction and not dismiss the matter for fourteen (14) days pending completion and execution of all necessary documents.

Respectfully submitted,

/s/Daniel Human, pro se
 Daniel Human
 10423 Conway Rd.
 St. Louis, MO 63131
 Dh68litigation@yahoo.com

(314) 915-2988

Defendant pro se

Dated: January 24, 2024.

CERTIFICATE OF SERVICE

I hereby certify that on January 24, 2024, a copy of the foregoing was filed electronically in the CM/ECF filing and notification system via pro se email filing procedures. Notice of this filing will be sent to the Plaintiff's counsel via electronic email and through the CM/ECF filing and notification system when processed by the Clerk of the Court.

Jodan Cameron
Cameron Ringwood, LC
6975 South Union Park Avenue
Suite 600
Cottonwood Heights, UT 84047
(385) 463-2425
jordan@cameronringwood.com

/s/Daniel Human
Daniel Human

SETTLEMENT AGREEMENT, RELEASE, AND GENERAL WAIVER

This Settlement Agreement, Release and Waiver of All Claims (“Agreement”) is entered into this 22nd day of January 2024 (“Effective Date”). The Parties to this Agreement are PolicyScout, LLC (“PolicyScout”) on the one hand, and Dan Human (“Human”) on the other hand. The parties to this Agreement are collectively referred to herein as the “Parties.”

RECITALS

PolicyScout filed a lawsuit against Human on October 11, 2023, in Utah Third District Court, Case No. 2309070677. The case was remanded to Utah Federal Court and assigned Case No. 2:23-cv-00934-CMR. Hereinafter, the “PolicyScout Lawsuit”;

Human filed a *Counterclaim* in Missouri Federal Court, Case No. 4:23-cv-01377-SEP. That case was remanded to Utah and became part of the PolicyScout Lawsuit. Hereinafter, the “Human Lawsuit”).

Each party denies all allegations of wrongdoing and denies each other Party’s claims for relief;

NOW THEREFORE, consistent with the above promises, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Releases and Waivers.

Except as to rights and obligations created by this Agreement, and subject to the parties compliance with their obligations under this Agreement, for value received, the receipt and adequacy of which is hereby acknowledged, each party hereby generally and mutually releases, waives, relinquishes and forever disavows and discharges any and all claims, demands, liabilities, obligations, debts, losses, injuries, costs, remedies, damages (including general, special, consequential, incidental, exemplary, punitive, etc.) and causes of action of any kind or character, in law or in equity, whether direct or indirect, known or unknown, presently existing or arising in the future, that each of them may have against one another, with respect to (a) the PolicyScout Lawsuit; (b) the Human Lawsuit; (c) any communications, telephonic or otherwise, between them; (d) any claims or controversies regarding any statements published or spoken against the other party; and (e) any costs, attorneys’ fees or expenses incurred with respect to the claims identified herein. The foregoing releases and waivers shall extend to the PolicyScout and its shareholders, officers, directors, employees, attorneys, agents and assigns. This release and waiver is intended to be construed as broadly as possible.

It is agreed and understood that as to the matters released herein, the releases being provided apply to all injuries and damages, whether now known or unknown, and whether now existing or which may result in the future.

The Parties acknowledge that after they sign the Agreement, they may discover facts in addition to or different from those the Parties now know or believe to exist with respect to the claims released above and that if known or suspected at the time of executing this Agreement may have materially affected this Agreement. Nonetheless, the Parties agree to, and do hereby, waive and relinquish all rights afforded to them under California Civil Code section 1542, or any similar law of any State or territory of the United States or other jurisdiction.

The foregoing releases and waivers shall extend to PolicyScout and its shareholders, officers, directors, employees, attorneys, agents and assigns. This release and waiver are intended to be construed as broadly as possible.

Additionally, the Parties agree that this Agreement may be pleaded as a full and complete defense to any and all claims and causes of action being released in accordance with this Agreement, and the Parties hereto consent that it may be used as the basis for an injunction to halt any action, suit or other proceeding based upon claims released by this Agreement.

2. **Consideration.**

a. Dismissal With Prejudice. Within three (3) days of Human's filing Notice of Settlement, the Parties shall jointly move the Missouri and Utah courts for dismissal of the Human Lawsuit and the PolicyScout Lawsuit with prejudice, and each party will bear their own costs and attorney fees, to include waiver of the attorney fee award based on the improper removal to Missouri under Case No. 4:23-cv-01377-SEP.

b. Representations and Warranties. As material inducement for PolicyScout's entering into this Agreement, Human represents and warrants as follows: (1) Human does not submit his contact information through websites with the intent of generating calls for purposes of pursuing demands or lawsuits under TCPA or similar state laws; (2) Human did not intentionally submit his information to PolicyScout; and (3) Human will never in the future submit any contact information to any website owned, operated, or controlled by PolicyScout, or that otherwise identifies PolicyScout as a party who may contact Mr. Human.

3. **Notice and Cure.**

a. Within three (3) days of the execution of this Agreement, Human shall provide to PolicyScout a list of each and every phone number he presently has. PolicyScout will only use the phone numbers to ensure they are added to PolicyScout's internal Do Not Call List.

b. In the event Human receives any telephonic communication from, or on behalf of, PolicyScout in the future, to any phone number produced pursuant to 3.a. herein above, or any other phone number Human has not disclosed ("Future Communication"), Human may provide details of the Future Communication, including date, time, caller phone number, caller name, and recipient phone number, to PolicyScout within ten (10) days of Human's receipt of the Future Communication. ("Communication Notice").

c. Upon its receipt of a Communication Notice, PolicyScout thereafter has fourteen (14) days to add the phone number to PolicyScout's internal Do Not Call List. If PolicyScout adds the phone number to its Do Not Call List, and provides notice to Human regarding the same, the Releases and Waivers set forth herein above apply to Future Communications.

d. If Human elects not to provide a Communication Notice for any Future Communication to PolicyScout, he is forever precluded from pursuing claims against any party or otherwise complaining of the Future Communication in any manner.

4. Costs and Fees.

Each party to this Agreement shall bear its own costs and fees incurred in relation to this Agreement and all the claims and counterclaims which are released.

5. Notice.

a. To PolicyScout: PolicyScout
Attn: Compliance Officer
18080 S River Front Parkway, Suite 500
South Jordan, UT 84095

AND with a copy by email to:

Jordan Cameron
jordan@cameronringwood.com

b. To Human:
Edwin V. Butler
edbutler@butlerlawstl.com

6. Choice of Law and Venue.

This Agreement shall be interpreted and construed pursuant to the laws of the State of Utah. In the event any party hereto commences an action to enforce the terms hereof, the only proper venue for such action shall be the courts location in Utah. Each party submits to the jurisdiction of the courts located in Utah.

7. No Admission of Fault, Liability and Non-Disparagement.

It is understood and agreed that this Agreement and the performance of other obligations herein are made and entered into for the sole purpose of compromising disputed claims and this Agreement shall not be construed as an admission of liability by any party, liability being expressly denied by each party. Human agrees not to disparage PolicyScout, as to the issues being settled and released by this Settlement Agreement or any other issue. PolicyScout agrees not to disparage Human as to any issue being settled or any other issue. Each Party agrees not to

publicly publish this agreement to any other party in any other pending or future litigation or proceeding or on the internet unless required by the Court. If asked about this matter, the Parties are free to state that the matter settled without the payment of money or monetary consideration of any kind.

8. Binding Agreement.

This Agreement shall be binding upon each the parties hereto and shall inure to the benefit of each of the parties and their respective heirs, successors, attorneys, accountants, agents, partners, servants, employees, administrators, directors, officers, shareholders, trustees, insurers, representatives, and assigns.

9. Enforcement.

If any legal action or other proceeding is brought for the enforcement of this Agreement or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this agreement, the prevailing party shall be entitled to recover his, her or its reasonable attorney's fees and other fees and costs incurred in any such action or proceeding in addition to any other relief to which such party may be entitled.

10. No Reliance.

The Parties represent and warrant that, in executing and entering into this Agreement, they are not relying and have not relied upon any representation, promise or statement made by anyone which is not recited, contained or embodied in this Agreement. Furthermore, each of the parties to this Agreement has received independent legal advice or has had the opportunity to receive independent legal advice, from such Party's respective attorneys with respect to the advisability of executing this Agreement. The Parties are entering into this Agreement wholly of their own free will and volition.

11. Entire Agreement.

This Agreement comprises and contains the entire agreement between the Parties respecting the matters set forth in this Agreement, and supersedes and replaces all prior negotiations, understandings, proposed agreements and agreements between the Parties, written or oral. Neither Party has made any statement, representation or promise, other than as expressly set forth herein, to any other Party in entering into this Agreement, which has been relied upon by any other Party entering into this Agreement.

12. Modification and Amendment.

This Agreement may not be modified or amended in any way, except by a writing signed by the Party to be charged therewith.

13. Construction of this Agreement.

The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party hereto. Both Parties have participated in drafting this Agreement, which is the result of negotiations between the Parties, all of which have been represented by counsel during such negotiations or have had the opportunity to be represented by counsel. Accordingly, for purposes of interpreting this Agreement, it shall be considered that this Agreement was jointly drafted by all of the Parties. The Parties understand and expressly assume the risk that any fact not recited, contained or embodied herein may turn out hereafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true. Nevertheless, the Parties intend by this Agreement to release finally, fully and forever, all matters released hereunder and agree that this Agreement shall be effective in all respects notwithstanding any such difference in facts, and shall not be subject to termination, modification or rescission by reason of any such difference in facts.

14. Assignment.

Unless otherwise disclosed by either Party, the Parties have not made or suffered any assignment, subrogation, hypothecation or other disposition of any claim, right, title, interest, demand or obligation it may possess relating to the matters set forth herein.

15. Authority of Signatories.

Each of the Parties to this Agreement represents and warrants that he/she/it is authorized to enter into this Agreement and that any required consents, authorizations, or approvals have been obtained.

16. Counterparts; Facsimile and PDF Signatures.

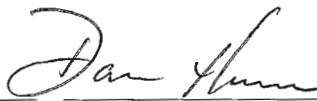
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Facsimile and PDF signatures shall have the same force and effect as original signature.

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

IN WITNESS WHEREOF, the undersigned do hereby execute this agreement on the date first referenced above.

POLICYSCOUT, LLC

DAN HUMAN

 1.22.24

By:
Title:

By: Dan Human

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and entered into as of the date of the last signature below, by and between Daniel Human (“Human”) and Benepath, Inc d/b/a Benepath Insurance Agency, Compare Health Quotes, Clelland Green, Mike Pennewill, and Jennifer Gertz (collectively the “Defendants” or “Benepath”) (Human and Defendants are collectively referred to as the “Parties”).

RECITALS

The following recitals are confirmed by the Parties as true and correct and are a substantive and contractual part of this Agreement.

WHEREAS, Human asserted claims against Defendants for specific violation(s) of the Telephone Consumer Protection Act, Missouri Telemarketing and No Call List Law, among other claims asserted in written correspondence and a complaint sent to the Defendants (collectively, “Allegations”). The case was removed to the United States District Court for the Eastern District of Missouri and was styled as Human v. Benepath, et al., 4:23-cv-00865 MTS.

WHEREAS, Defendants deny the Allegations in their entirety.

WHEREAS, the Parties now wish to resolve all disputes between them without the further costs of litigation and without admission of any liability. This includes any and all disputes or claims that Human may have against the Defendant Released Parties (defined below), known or unknown, or asserted, unasserted, or assertable by him at the time he executes this Agreement, including, without limitation, including the allegations in the First Amended complaint and concrete injuries to his rights to privacy and seclusion evinced therein.

NOW, THEREFORE, in consideration of the mutual promises and payment set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment and Other Consideration.** Defendants will pay the total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) (the “Payment”) to Human inclusive of all damages for personal injuries stated, statutory penalties, costs, expenses, and attorneys’ fees, within 5 days of receipt by Defendants of Human’s execution of this Agreement and for each party. The funds are to be ACH transferred into the Butler Law Group’s trust account within that time frame, or a settlement check is to be delivered to Plaintiff’s counsel’s office within that period. Counsel will provide all ACH instructions upon request.

2. **Mutual Release.** UPON EXECUTION OF THIS AGREEMENT, HUMAN ON BEHALF OF HIMSELF IN CONSIDERATION OF THE ACTS AND PROMISES DESCRIBED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, HEREBY RELEASES AND FOREVER DISCHARGES ON BEHALF OF HIMSELF AND ON BEHALF OF ANY OF HIS CURRENT AND FORMER LEGAL REPRESENTATIVES AND HEIRS, DEFENDANTS PAR MANAGEMENT LLC D/B/A GLO TANNING CENTERS, INC

AND EACH OF THEIR RESPECTIVE AND CURRENT AND FORMER LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, ATTORNEYS, INSURERS, EMPLOYEES, MANAGERS, AGENTS, AFFILIATES, PARENTS, ASSIGNS, SUCCESSORS, AND OTHERS ACTING ON THEIR BEHALF, WHETHER NAMED IN THIS AGREEMENT OR NOT (COLLECTIVELY “DEFENDANT RELEASED PARTIES”), FROM ANY AND ALL KNOWN OR UNKNOWN CLAIMS, LAWSUITS, LIABILITIES, DEMANDS AND CAUSES OF ACTION OF ANY SORT AND ALL DAMAGES, IN LAW, EQUITY OR CONTRACT, WHICH HUMAN NOW HAS OR MAY HAVE, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO OR ASSERTABLE IN CONNECTION WITH THE ALLEGATIONS, AND ANY AND ALL CLAIMS WHICH WERE OR COULD HAVE BEEN ASSERTED AGAINST THE DEFENDANT RELEASED PARTIES AS OF THE DATE HUMAN SIGNS THIS AGREEMENT.

HUMAN INTENDS, IN EXECUTING THIS AGREEMENT, AND DOING THE ACTS CALLED FOR HEREIN, THAT THIS AGREEMENT CONSTITUTES A FULL AND FINAL ACCORD AND SATISFACTION AND SETTLEMENT OF AND A BAR TO EACH AND EVERY ITEM HEREBY RELEASED. IN CONNECTION WITH SUCH SETTLEMENT, RELEASE AND WAIVER, HUMAN ACKNOWLEDGES THAT HE IS AWARE THAT HE MAY DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THE FACTS HE NOW KNOWS OR BELIEVES TO BE TRUE.

3. **Dismissal.** Human represents and warrants that he has filed a lawsuit or other legal proceeding regarding the subject matter of this Agreement and he agrees file a motion to dismiss the lawsuit with prejudice or other legal proceeding as long as the terms of the Agreement are satisfied by Defendants. If Claimant has filed a lawsuit, then he agrees to file a joint stipulation of dismissal with prejudice of the lawsuit within 5 days of his receipt of the Payment.

4. **Admissions.** It is expressly understood and agreed to by and between the Parties hereto that by entering into this Agreement, none of the Parties hereto admit the truth of any allegations made by any other party. This Agreement, and the compromise of disputed claims herein, shall not constitute a confession of judgment by any party.

5. **Confidentiality Covenant.** From the date of this Agreement, except as otherwise specifically provided in this Agreement, neither the Parties nor anyone on their behalf shall disclose (in whole or in part) any of the terms or provisions of this Agreement to any other person or entity, unless and to the extent disclosure is compelled by an order from a court of competent jurisdiction, required by law, to secure advice from a legal or tax advisor, as necessary to disclose to lenders, auditors, potential successors, successors, or regulators, or as necessary to enforce this Agreement. The Parties may tell third parties that the Parties have amicably resolved their disputes.

6. **Miscellaneous.** The Parties acknowledge that each has had the assistance of counsel in this matter and that each has a full understanding of the above settlement and the contents, meaning and effect of this Agreement, and it is their intent to enter herein, and that this

Agreement is contractual in nature and not a mere recital, and that the settlement, discharge and release embodied in this Agreement shall inure to the benefit of the successors and assigns of each party.

7. **Governing Law.** This Agreement is governed by Missouri law without reference to its conflicts of laws provisions.

8. **Effect of this Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. It may be amended only by an agreement in writing, signed by the parties hereto.

9. **Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and the Defendant Released Parties and Human Released Parties.

10. **Preparation of Agreement.** Each party has cooperated in the preparation of this Agreement, and if any construction is made of this Agreement, each party shall be deemed to have cooperated in the drafting and preparation of this Agreement.

11. **Captions.** The captions and headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

12. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties further agree that facsimile or electronic signatures shall be deemed sufficient to bind the Parties.

13. **Severability.** The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of this Agreement.

14. It is agreed by the parties, that any Benepath, Inc. Officer or legal representative can execute his/her signature on behalf of the collective Defendants, which is binding upon both Human and the collective Defendants to settle these disputes finally and fully.

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Agreement.

Daniel Human

This 1stth day of August, 2023.

By:

Authorized Representative
Benepath, Inc.

Date: This __ day of August, 2023.

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and entered into as of the date of the last signature below, by and between Daniel Human (“Human”) and Benepath, Inc d/b/a Benepath Insurance Agency, Compare Health Quotes, Clelland Green, Mike Pennewill, and Jennifer Gertz (collectively the “Defendants” or “Benepath”) (Human and Defendants are collectively referred to as the “Parties”).

RECITALS

The following recitals are confirmed by the Parties as true and correct and are a substantive and contractual part of this Agreement.

WHEREAS, Human asserted claims against Defendants for specific violation(s) of the Telephone Consumer Protection Act, Missouri Telemarketing and No Call List Law, among other claims asserted in written correspondence and a complaint sent to the Defendants (collectively, “Allegations”). The case was removed to the United States District Court for the Eastern District of Missouri and was styled as Human v. Benepath, et al., 4:23-cv-00865 MTS.

WHEREAS, Defendants deny the Allegations in their entirety.

WHEREAS, the Parties now wish to resolve all disputes between them without the further costs of litigation and without admission of any liability. This includes any and all disputes or claims that Human may have against the Defendant Released Parties (defined below), known or unknown, or asserted, unasserted, or assertable by him at the time he executes this Agreement, including, without limitation, including the allegations in the First Amended complaint and concrete injuries to his rights to privacy and seclusion evinced therein.

NOW, THEREFORE, in consideration of the mutual promises and payment set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment and Other Consideration.** Defendants will pay the total sum of Twelve Thousand Dollars and No Cents (\$12,000.00) (the “Payment”) to Human inclusive of all damages for personal injuries stated, statutory penalties, costs, expenses, and attorneys’ fees, within 5 days of receipt by Defendants of Human’s execution of this Agreement and for each party. The funds are to be ACH transferred into the Butler Law Group’s trust account within that time frame, or a settlement check is to be delivered to Plaintiff’s counsel’s office within that period. Counsel will provide all ACH instructions upon request.

2. **Mutual Release.** UPON EXECUTION OF THIS AGREEMENT, HUMAN ON BEHALF OF HIMSELF IN CONSIDERATION OF THE ACTS AND PROMISES DESCRIBED HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, HEREBY RELEASES AND FOREVER DISCHARGES ON BEHALF OF HIMSELF AND ON BEHALF OF ANY OF HIS CURRENT AND FORMER LEGAL REPRESENTATIVES AND HEIRS, DEFENDANTS PAR MANAGEMENT LLC D/B/A GLO TANNING CENTERS, INC

AND EACH OF THEIR RESPECTIVE AND CURRENT AND FORMER LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, ATTORNEYS, INSURERS, EMPLOYEES, MANAGERS, AGENTS, AFFILIATES, PARENTS, ASSIGNS, SUCCESSORS, AND OTHERS ACTING ON THEIR BEHALF, WHETHER NAMED IN THIS AGREEMENT OR NOT (COLLECTIVELY “DEFENDANT RELEASED PARTIES”), FROM ANY AND ALL KNOWN OR UNKNOWN CLAIMS, LAWSUITS, LIABILITIES, DEMANDS AND CAUSES OF ACTION OF ANY SORT AND ALL DAMAGES, IN LAW, EQUITY OR CONTRACT, WHICH HUMAN NOW HAS OR MAY HAVE, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO OR ASSERTABLE IN CONNECTION WITH THE ALLEGATIONS, AND ANY AND ALL CLAIMS WHICH WERE OR COULD HAVE BEEN ASSERTED AGAINST THE DEFENDANT RELEASED PARTIES AS OF THE DATE HUMAN SIGNS THIS AGREEMENT.

HUMAN INTENDS, IN EXECUTING THIS AGREEMENT, AND DOING THE ACTS CALLED FOR HEREIN, THAT THIS AGREEMENT CONSTITUTES A FULL AND FINAL ACCORD AND SATISFACTION AND SETTLEMENT OF AND A BAR TO EACH AND EVERY ITEM HEREBY RELEASED. IN CONNECTION WITH SUCH SETTLEMENT, RELEASE AND WAIVER, HUMAN ACKNOWLEDGES THAT HE IS AWARE THAT HE MAY DISCOVER FACTS DIFFERENT FROM OR IN ADDITION TO THE FACTS HE NOW KNOWS OR BELIEVES TO BE TRUE.

3. **Dismissal.** Human represents and warrants that he has filed a lawsuit or other legal proceeding regarding the subject matter of this Agreement and he agrees file a motion to dismiss the lawsuit with prejudice or other legal proceeding as long as the terms of the Agreement are satisfied by Defendants. If Claimant has filed a lawsuit, then he agrees to file a joint stipulation of dismissal with prejudice of the lawsuit within 5 days of his receipt of the Payment.

4. **Admissions.** It is expressly understood and agreed to by and between the Parties hereto that by entering into this Agreement, none of the Parties hereto admit the truth of any allegations made by any other party. This Agreement, and the compromise of disputed claims herein, shall not constitute a confession of judgment by any party.

5. **Confidentiality Covenant.** From the date of this Agreement, except as otherwise specifically provided in this Agreement, neither the Parties nor anyone on their behalf shall disclose (in whole or in part) any of the terms or provisions of this Agreement to any other person or entity, unless and to the extent disclosure is compelled by an order from a court of competent jurisdiction, required by law, to secure advice from a legal or tax advisor, as necessary to disclose to lenders, auditors, potential successors, successors, or regulators, or as necessary to enforce this Agreement. The Parties may tell third parties that the Parties have amicably resolved their disputes.

6. **Miscellaneous.** The Parties acknowledge that each has had the assistance of counsel in this matter and that each has a full understanding of the above settlement and the contents, meaning and effect of this Agreement, and it is their intent to enter herein, and that this

Agreement is contractual in nature and not a mere recital, and that the settlement, discharge and release embodied in this Agreement shall inure to the benefit of the successors and assigns of each party.

7. **Governing Law.** This Agreement is governed by Missouri law without reference to its conflicts of laws provisions.

8. **Effect of this Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof. It may be amended only by an agreement in writing, signed by the parties hereto.

9. **Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and the Defendant Released Parties and Human Released Parties.

10. **Preparation of Agreement.** Each party has cooperated in the preparation of this Agreement, and if any construction is made of this Agreement, each party shall be deemed to have cooperated in the drafting and preparation of this Agreement.

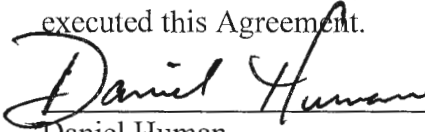
11. **Captions.** The captions and headings in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

12. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties further agree that facsimile or electronic signatures shall be deemed sufficient to bind the Parties.

13. **Severability.** The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of this Agreement.

14. It is agreed by the parties, that any Benepath, Inc. Officer or legal representative can execute his/her signature on behalf of the collective Defendants, which is binding upon both Human and the collective Defendants to settle these disputes finally and fully.

IN WITNESS HEREOF, and intending to be legally bound hereby, the Parties hereto have executed this Agreement.



Daniel Human

This 1stth day of August, 2023.

By:

Authorized Representative
Benepath, Inc.

Date: This __ day of August, 2023.

SETTLEMENT AGREEMENT AND RELEASE

This confidential Settlement Agreement and Release (the “Agreement”) is hereby made by and between Plaintiff Daniel Human (“Plaintiff”) and Defendant Priority Automotive, Inc. d/b/a BMW of West St. Louis (“Defendant”). Plaintiff and Defendant shall be collectively referred to as the “Parties.”

WHEREAS, Defendant is engaged in certain forms of sales and marketing either on its own behalf, through others, or on behalf of others;

WHEREAS, Plaintiff has alleged violations of the Telephone Consumer Protection Act, 47 U.S.C. §§ 227, *et seq.*, by Defendant and/or the affiliates or partners of the same;

WHEREAS, Plaintiff commenced a class action lawsuit in the Circuit Court of St. Louis County, Missouri, then defendant removed to the Eastern District of Missouri (No. 4:23-cv-1577), captioned as *Daniel Human v Priority Automotive, Inc.* (the “Litigation”), seeking recovery for the alleged violations;

WHEREAS, Defendant denies any and all liability in the Litigation to Plaintiff or any others;

THEREFORE, for and in consideration of the foregoing promises, the covenants set forth herein, and other good and valuable consideration, the Parties to this Agreement desire to compromise, settle, and release any and all claims arising out of or relating to the alleged violations, without any admission of wrongdoing by Defendant, and hereby agree and warrant as follows:

1. Effective Date. By completing and signing this Agreement, the Parties agree to be bound by its terms once it is signed by all Parties hereto. All Parties must execute this Agreement for it to be effective. The “Effective Date” is the date on which the last party hereto signs the Agreement.

2. Payment by Defendant. In exchange for the promises and releases herein, Defendant agrees to send Plaintiff and Plaintiff’s Counsel eight-thousand five-hundred dollars (\$8,500) via ACH transfer to Plaintiff’s Counsel’s trust account, inclusive of attorneys’ fees and costs (the “Settlement Amount”), no later than five (5) business days after the later of the (1) Effective Date, (2) the date that Defendant receives a W-9 (Rev. 2018) for Plaintiff’s counsel signed within the past six months; and (3) Defendant receives ACH bank information to be used for the wire.

3. Dismissal. Plaintiff will file a dismissal with prejudice—dismissing all of Plaintiff’s claims against Defendant and this Litigation in its entirety—within five (5) days of receiving the Settlement Amount. The Parties understand that this will fully resolve the Litigation between them.

4. Release.

Plaintiff, for and on behalf of himself, relatives (including, but not limited to, Daniel Human), heirs, executors, personal representatives, administrators, agents, attorneys, paralegals, predecessors, successors, and assigns (“Releasing Parties”), release and absolutely forever discharges the Defendant, its respective parents, subsidiaries, corporate affiliates, vendors, and all of its past and present officers, directors, members, shareholders, employees, insurers, assigns, heirs, executors, personal representatives, administrators, predecessors and successors, agents, advertising networks, of and from all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, liens, actions and/or causes of action of every kind or nature whatsoever, in law or in equity, whether known or unknown, accrued or unaccrued, contingent or non-contingent, which Plaintiff ever had or now has that has occurred between Plaintiff and Defendant from the beginning of time up to and including the Effective Date. Plaintiff does not release in this paragraph any executor performances required by Defendant under this Agreement, and further, does not release any third-party marketing partners, sub-contractors, telemarketers or affiliates other than those enumerated above.

The Releasing Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true. The Releasing Parties agree that the foregoing release and waiver shall be and remain effective in all respects notwithstanding such different or additional facts or discovery thereof. By executing this Agreement, the Releasing Parties acknowledge that they are represented by counsel, and they have been specifically advised by their counsel of the consequences of the above waiver and this Agreement generally.

5. Confidentiality and Non-Disparagement. Plaintiff shall not discuss, publish or share any copy of, or any details relating to, this Agreement with any person or entity not a party to this Agreement, except that Plaintiff may state if required by law that the matter has been “fully and amicably resolved without any admission of fault.” Plaintiff shall also refrain from making any oral or written communication to any person or entity which disparages, or has the effect of damaging, the reputation of the Released Parties. Likewise, the Released Parties agree to never disparage or in any way damage the reputation of the Plaintiff.

6. Denial of Liability. It is expressly understood and agreed to by and among the undersigned hereto that by entering into this Agreement, none of the undersigned (nor their affiliates) admit the truth of the allegations made by any other party, and this is a compromise of a disputed claim, which should not be construed as an admission of liability on the part of any party or any affiliate of the same.

7. Agreement Fully Read and Understood. This Agreement has been carefully read by the undersigned and the contents are known and understood by the undersigned. The undersigned have each received or have had the opportunity to obtain independent legal advice from the attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement. The undersigned acknowledge that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

8. Applicable Law. The existence, validity, construction and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions, shall be determined in accordance with the substantive laws of the State of Missouri.

9. Entire Agreement. This Agreement sets forth the entire agreement between the undersigned, and fully supersedes any and all prior and/or contemporaneous agreements or understandings between the undersigned, which pertain to the subject matter hereof.

10. Modification. This Agreement may be modified, but only if the modification is in writing and signed by the undersigned to this Agreement.

11. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

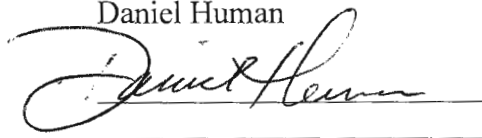
12. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and scanned signatures may be accepted as originals.

13. Mutual Drafting. This Agreement is the product of "arms-length" negotiations between the Parties, both of whom had ample time in which to seek legal advice, if desired. As such, the terms of this Agreement are mutually agreed-upon, and no part of this Agreement will be construed against the drafter.

14. Representations and Warranties. Plaintiff represents and warrants to Defendant that Plaintiff has not assigned, transferred, pledged, or otherwise conveyed any of his interest in any claims or causes of action released herein. Additionally, Plaintiff represents and warrants that he is not aware of any other individual, entity, or attorney who intends to make any demand or file litigation against Defendant. Plaintiff further represents and warrants that he has not been notified or otherwise informed of any such intention. Notwithstanding the foregoing, the Parties acknowledge and agree that nothing in this Agreement shall limit Plaintiff's counsel's ability to practice law in violation of Rule 5.6 of the American Bar Association's Rules of Professional Conduct or any state-law equivalent.

Accepted and agreed to by:

Daniel Human



Priority Automotive, Inc.

Date: *March 28, 2024*

Print Name:
Title:
Date: