PRESTON DUFAUCHARD
California Corporations Commissioner
WAYNE STRUMPFER
Deputy Commissioner
ALAN S. WEINGER (BAR NO. 86717)
Lead Corporations Counsel
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of the Desist & Refrain Order issued by the CALIFORNIA CORPORATIONS COMMISSIONER, Complainant v. GOLDEN BRIDGE COFFEE, INC., and JAINN H. WANG, Respondents.	OAH No.: L-2006110415 SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into by and between the following parties: Golden Bridge Coffee, Inc., and Jainn H. Wang (Hereinafter referred to as "Respondents"); and the California Corporations Commissioner (Hereinafter referred to as "Complainant" or "Commissioner"), and is made with respect to the following facts:

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RECITALS

A. Golden Bridge Coffee, Inc., is a California Corporation with its principal office located at 600 West 9th Street, Unit #613, Los Angeles, California 90015.

B. Jainn H. Wang is the president and sole shareholder of Golden Bridge Coffee, Inc., and is authorized to enter into this Settlement Agreement on behalf of Golden Bridge Coffee, Inc.

C. The Commissioner acting to protect the public from unlawful practices in the offer and sale of franchises in violation of Corporations Code section 31110 issued a Desist and Refrain Order dated July 5, 2006 to Respondents. The Order was issued pursuant to section 31402 of the Corporations Code, and was served on Golden Bridge Coffee, Inc., and Jainn H. Wang on July 11, 2006 and August 3, 2006, respectively.

D. Respondents timely filed a written request for an administrative hearing with waivers to the right to a hearing within fifteen days pursuant to Corporations Code section 31402.

E. On November 1, 2006, the Commissioner issued an Amended Desist and Refrain Order to Respondents. ("Order") Respondents were served the Order on November 6, 2006. The matter came on regularly for hearing by the court on March 23, 2007. Complainant appeared by counsel Uche L. Enenwali, Corporations Counsel; Respondents appeared by counsel David L. Prince, Esq. Prior to commencement of the hearing, the parties called for a recess to negotiate a resolution of the matter.

F. It is the intention and desire of the parties to resolve these matters without the necessity of a hearing and/or other litigation.

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

TERMS AND CONDITIONS

1. This Settlement Agreement is entered into for the purpose of judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. Respondents hereby admit the allegations contained in the amended desist and refrain order dated November 3, 2007. Respondents' admissions herein are solely for the limited purposes of this proceeding and any future proceedings that may be initiated by or brought before the

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Commissioner against Respondents. It is the intent and understanding between the parties that this Settlement Agreement and particularly Respondents' admissions herein, shall not be binding or admissible against Respondents in any pending or future action(s) brought against Respondents by third parties.

3. Complainant shall prepare and mail this Settlement Agreement to Respondents within seven days from March 23, 2007. Provided no material changes to this Settlement Agreement are made, Respondents shall execute and return the executed Settlement Agreement to the Complainant within fifteen days from the date of its delivery to Respondents.

4. Complainant shall cause this Settlement Agreement to be filed with the Office of Administrative Hearings within twenty days of its execution by all parties hereto.

5. The parties hereby acknowledge and agree that this Settlement Agreement is intended to constitute a full, final and complete resolution of the amended Desist and Refrain Order. The parties further acknowledge and agree that nothing contained in this Settlement Agreement shall operate to limit Complainant's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Respondents based upon any of the activities alleged in these matters or otherwise.

6. Each of the parties represents, warrants, and agrees that it has received independent legal advice from its attorney(s) with respect to the advisability of executing this Settlement Agreement.

7. Each of the parties represents, warrants, and agrees that in executing this Settlement Agreement it has relied solely on the statements set forth herein and the advice of its own counsel. Each of the parties further represents, warrants, and agrees that in executing this Settlement Agreement it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Settlement Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Settlement Agreement.

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8. Respondents acknowledge their right to an administrative hearing under California Corporations Code section 31402 in connection with the Desist and Refrain Order and Amended Desist and Refrain Order issued by the Complainant, and hereby waive their right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded pursuant to the Corporations Code, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection with this matter

9. This Settlement Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered hereby.

10. In that the parties have had the opportunity to draft, review and edit the language of this Settlement Agreement, no presumption for or against any party arising out of drafting all or any part of this Settlement Agreement will be applied in any action relating to, connected, to, or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

11. This Settlement Agreement may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document.

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12. Each signator hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement.

Dated: March 26, 2007
Los Angeles, California

PRESTON DUFAUCHARD
California Corporations Commissioner

By _____
ALAN S. WEINGER
Lead Corporations Counsel

Dated: 4-2-07

GOLDEN BRIDGE COFEE, INC.

By _____
JAINN H. WANG, President, Golden Bridge Coffee, Inc.

Dated: 4-2-07

By: _____
JAINN H. WANG, an individual

Dated: 4-2-07

By: _____
David L. Prince, Attorneys for JAINN H. WANG and GOLDEN BRIDGE COFFEE, INC.

PRESTON DuFAUCHARD
California Corporations Commissioner

By: _____
Uche Enenwali
Corporations Counsel
Attorneys for Complainant

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