

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by TIGRAN GASPARIAN ("GASPARIAN") on the one hand, and R & B MEDICAL GROUP, INC., dba UNIVERSAL DIAGNOSTIC LABORATORIES ("R & B MEDICAL GROUP") on the other. GASPARIAN and R & B MEDICAL GROUP are referred to collectively as the "Parties" and individually as a "Party." This Agreement resolves the disputes and extinguishes the obligations described below.

RECITALS

WHEREAS, a dispute has arisen between the Parties arising out of and related to GASPARIAN's prior employment with, and separation from, R & B MEDICAL GROUP;

WHEREAS, GASPARIAN has threatened to file a lawsuit against R & B MEDICAL GROUP for claims arising out of and related to his prior employment with, and separation from, R & B MEDICAL GROUP;

WHEREAS, GASPARIAN has filed a representative civil action entitled Tigran Gasparian vs. R & B Medical Group in Los Angeles County Superior Court, Case No. 21STCV20158 (the "Action").

WHEREAS, R & B MEDICAL GROUP disputes GASPARIAN's threatened claims;

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with further processing or litigation of any claims that either Party may have, or may claim to have, against one another;

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. No Admission of Wrongdoing. The Parties agree that this Agreement is not to be construed as an admission of guilt or liability on the part of any Party nor any named defendant, and that the Parties, and each of them specifically, deny that any such Party has violated any statute, regulation, or any other legal duty governing any relationship with the other Party.

2. Effective Date. This Agreement will be effective on the day following expiration of the revocation period set forth in Paragraph 14 below.

3. GASPARIAN's Consideration to R & B MEDICAL GROUP. By execution of this Agreement, GASPARIAN on behalf of himself, his heirs, executors, administrators, successors and assignees, hereby releases, acquits, and forever discharges R & B MEDICAL GROUP, and any of its related corporate entities, subsidiaries, divisions, affiliates, related or parent companies of these entities, and all of their agents, servants, representatives, officers, directors, stockholders, employees, attorneys (including, but not limited to the law firm of Fisher & Phillips LLP), associations, joint ventures, partners, members, predecessors and successors in interest, insurers, and assigns ("Releasees") from any and all claims, demands, obligations, actions, causes of action, liabilities, and losses of every kind and nature whatsoever from any and all liability for claims known or unknown arising prior to the date this agreement is fully executed ("Release"). This Release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, damages, liabilities, attorneys' fees and costs relating to, arising out of, or based upon claims of harassment, discrimination, retaliation in violation of state or federal law; all claims of violation of public policy, including claims for wrongful termination of employment or constructive termination of employment, or both; all tort-based causes of action, including claims for assault, battery, false imprisonment, invasion of privacy, breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid commissions, wages, or other benefits, all claims for emotional distress; any and all claims that were or could have been asserted in the Action; and all claims generally relating to GASPARIAN's placement or professional relationship with R & B MEDICAL GROUP and the cessation thereof, including any alleged violation of any state, federal, or other governmental statute, regulation, or ordinance. This Agreement is for any relief or benefit, no matter how denominated, including, but not limited to a release in full for claims for physical or mental injury, pain and suffering, prejudgment interest, compensatory damages, punitive or exemplary damages, insurance and/or reinsurance coverage, benefits, premiums, medical expenses, or attorneys' fees

and costs. This release does not include anything that cannot be released as a matter of law. GASPARIAN also releases R & B MEDICAL GROUP from any and all liability for health care and treatment he has received or may receive in the future, with the exception of any health care and treatment related to any currently pending claim for workers' compensation benefits.

4. R & B MEDICAL GROUP's Consideration To GASPARIAN. The Settlement Payment is contingent on Court approval of the Private Attorneys General Act Settlement. In exchange for the consideration provided by Plaintiff under this Agreement, Plaintiff shall receive a Settlement Payment in the amount of Thirty Thousand Dollars and Zero Cents (\$30,000.00) without withholdings or deductions ("Settlement Payment"). The Settlement Payment shall be made payable to Sherman & Sherman, APC Client Trust Account. The Settlement Payment shall be delivered to Plaintiff's counsel's office. Upon transfer to Plaintiff's counsel's office, Defendant shall have no further obligations regarding the distribution of the Settlement Payment.

5. Timing. R & B MEDICAL GROUP has no obligation to provide the consideration as set forth in paragraph 4, above, until fourteen (14) days after: 1) the Effective Date of this Agreement; 2) following approval of the Settlement Agreement in the Action by the Court; and 3) receipt of completed form W-9's from GASPARIAN and GASPARIAN's counsel's office.

6. Tax Indemnification. GASPARIAN understands and agrees that he is responsible for payment of any taxes that are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. GASPARIAN acknowledges that no representations regarding the tax consequences of the Settlement Payment have been made by R & B MEDICAL GROUP or its counsel. GASPARIAN agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, that any Employer's Withholding Share shall be paid by Defendants separately and in addition to Defendants' payment of the Gross Settlement Payment. GASPARIAN will be responsible for any remaining payment of any such alleged tax obligations.

7. Civil Code Section 1542 Waiver. GASPARIAN hereby agrees that the provisions of California Civil Code section 1542 are waived. California Civil Code section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM/HER, WOULD HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

GASPARIAN agrees that he understands and acknowledges the significance and consequences of the specific waiver of California *Civil Code* Section 1542, and hereby assumes full responsibility for any damages or losses sustained by himself of any kind, character or nature which might have been asserted but have been released as set forth above.

8. Covenant Not to Sue. GASPARIAN represents that as of the date of his execution of this Agreement, he has not filed any charge, complaint, or lawsuit over any claims referred to in Paragraph 3 of this Agreement. GASPARIAN agrees and promises not to voluntarily participate in any ongoing and/or future investigation or civil case, including class actions, that could or might be brought by any governmental entity or private party against R & B MEDICAL GROUP and/or the Releasees with respect to any matters, including, but not limited to, any incidents which could have been alleged to have occurred to him or others during his placement with R & B MEDICAL GROUP in any proceeding, including, but not limited to, any civil or administrative proceedings which may or could be maintained or instituted against R & B MEDICAL GROUP and/or the Releasees. GASPARIAN also agrees that he will not cause, encourage, or participate in any civil or administrative proceedings maintained or instituted against the Releasees, or in any ongoing and/or future civil litigation or administrative proceedings, with respect to matters or incidents which were, or could have been, alleged against Releasees prior to the Effective Date of this Agreement. GASPARIAN also agrees and promises that he will not testify or provide any information with respect to any matters, including, but not limited to, any incidents which could

have been alleged to have occurred to him or others during his placement with R & B MEDICAL GROUP, in any proceeding, including, but not limited to, any civil or administrative proceedings which may or could be maintained or instituted against R & B MEDICAL GROUP and/or the Releasees. GASPARIAN may, however, testify and give any information otherwise precluded by this paragraph in such proceedings if such testimony or information is required by a court order, pursuant to a lawful subpoena, or otherwise required by law. Furthermore, nothing in this paragraph is intended to or shall interfere with GASPARIAN's right to participate in a proceeding with any appropriate federal, state or local government agency enforcing discrimination laws. GASPARIAN understands that while he is permitted by law to file an agency charge, should any such charge or action involving matters covered by this Agreement be filed by GASPARIAN or on his behalf, he agrees to promptly give the agency or court having jurisdiction a copy of this Agreement and inform it that he has fully settled all claims and potential claims.

9. Representation of No Liens. GASPARIAN represents and agrees that, to the best of his knowledge, no liens or encumbrances have been placed on his claims, potential awards or the Settlement Payment set forth in Paragraph 4. To the extent that any Party makes a claim or takes action regarding this Agreement that requires Releasees to incur costs of any kind, GASPARIAN shall reimburse Releasees for all such costs.

10. Confidentiality of Agreement. All matters involving the amount paid pursuant to this Agreement, the terms of this Agreement, and information exchanged through settlement negotiations will be maintained in absolute confidence by the Parties. GASPARIAN agrees that he will not tell anyone about the terms and conditions of this Agreement or that a monetary payment was made in conjunction with this Agreement. GASPARIAN may, without violating the terms of this confidentiality provision, disclose the amount of this settlement to his spouse, attorneys, insurers, tax preparers, or accountants, when compelled by subpoena or as otherwise required by law. GASPARIAN shall instruct those to whom disclosure is allowed under this Agreement that its terms are confidential and must not be disclosed and agree that it shall be a violation of GASPARIAN's obligations under this Agreement should those to whom disclosure is

allowed, subsequently improperly disclose the terms and the amount paid pursuant to this Agreement.

11. Agreement Not to Disparage R & B MEDICAL GROUP and The Releasees. In further consideration of the promises and Settlement Payment contained in this Agreement, GASPARIAN agrees that he will not make any disparaging or defamatory or untrue remarks to any third-party concerning R & B MEDICAL GROUP and/or the Releasees. Such third parties include, but are not limited to, the press and public media (*i.e.*, any employees or agents of newspapers, television stations, radio stations or other media), any organizations or associations, any Internet websites, "home pages," "Facebook pages," "Twitter pages", "blogs" or "chat-rooms," R & B MEDICAL GROUP's former employees, current employees or prospective employees. Nothing in this paragraph shall limit any type of speech that is protected under applicable state and/or federal law.

12. Neutral Reference. In the event that a prospective employer of GASPARIAN contacts R & B MEDICAL GROUP for an employment inquiry, R & B MEDICAL GROUP shall provide a neutral response listing only any dates that GASPARIAN worked for R & B MEDICAL GROUP as well as any position(s).

13. Acknowledgment. Upon receipt of the Settlement Payment, GASPARIAN acknowledges and agrees that he has received in excess of all wages and other compensation or remuneration of any kind due or owed from R & B MEDICAL GROUP, including but not limited to all wages, rest periods, meal periods, commissions, bonuses, advances, vacation pay, and any other incentive-based compensation to which GASPARIAN was or may become entitled or eligible. GASPARIAN agrees that he is entering into this Agreement voluntarily.

14. Agreement. This Agreement shall be effective as provided in the following acknowledgement: **Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act ("ADEA").** GASPARIAN acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"). GASPARIAN also acknowledges that the

consideration given for the waiver and release in this Agreement is in addition to anything of value to which GASPARIAN was already entitled. GASPARIAN further acknowledges that he has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) his waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) GASPARIAN should consult with an attorney prior to executing this Agreement; (c) GASPARIAN has at least twenty-one (21) days to consider this Agreement (although GASPARIAN may by his own choice execute this Agreement earlier); (d) GASPARIAN has seven (7) days following the execution of this Agreement by the parties to revoke the Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired ("Effective Date"). GASPARIAN may revoke this Release only by giving R & B MEDICAL GROUP formal, written notice of GASPARIAN's revocation of this Release, to Lonnie Giamela, Fisher & Phillips LLP, 444 South Flower Street, Suite 1500, Los Angeles, CA 90071, fax number (213) 330-4501, to be received by the close of business on the seventh day following GASPARIAN execution of this Release.

15. Competency and Authority. The Parties to this Agreement hereby represent and warrant that they are fully competent to enter into this Agreement and that they have the right, power, legal capacity, and authority to enter into this Agreement.

16. Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all other oral or written agreements or understandings between the Parties. This Agreement may not be amended except upon the express written consent of the Parties.

17. Governing Law and Attorneys' Fees. This Agreement is governed by and construed under the laws of the State of California. To the extent that a dispute arises related to breach of this Agreement, the prevailing Party is entitled to recovery of reasonable costs and attorneys' fees. Venue for such a dispute will be in the Los Angeles Superior Court.

18. Party Understandings—No Reliance on Other Statements. Each of the Parties to this Agreement agrees as follows:

18.1. Each Party has received independent legal advice from his or its attorneys, with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Agreement, and with respect to the meaning of Civil Code section 1542.

18.2. No Party (nor any officer, agent, employee, representative, or attorney of or for any Party), has made any statement or representation to any other Party regarding any fact relied on in entering into this Agreement, and no Party relies on any statement, representation, or promise of any other Party (or of any officer, agent, employee, representative, or attorney of or for any Party), in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

18.3. Each Party to this Agreement has made such investigation of the facts pertaining to this settlement and this Agreement and of all the matters pertaining thereto as he or it deems necessary.

18.4. In entering into this Agreement and the settlement provided for herein, each Party assumes the risk of any misrepresentation, concealment, or mistake. If any Party subsequently discovers that a fact was untrue that he or it relied on in entering into this Agreement, or that any fact was concealed from he or it, or that he or its understanding of facts or the law was incorrect, such Party is not entitled to any relief in connection therewith, including without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind this Agreement. This Agreement is final and binding between the Parties, regardless of any claims of misrepresentation, promise made without the intention of performing, concealment of fact, or mistake of fact or law.

18.5. No Party has previously assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or causes of action disposed of by this Agreement.

18.6. Each Party is aware that he or it may hereafter discover claims or facts in addition to or different from those that he or it now knows or believes to be true with respect

to the matters related herein. In furtherance of such intention, the releases given herein remain as complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

18.7. The Parties shall execute all such further and additional documents as are reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.

18.8. Each Party acknowledges that he or it has read this Agreement and acknowledges that the only consideration for signing this Agreement are the terms stated above, that no other promise or agreement of any kind has been made to any Party by any person or entity whatsoever to cause any Party to sign this Agreement.

19. Severability. The provisions of this Agreement are severable, and if any of its provisions are found to be unenforceable, the remaining provisions remain valid. This Agreement survives the termination of any arrangements contained herein.

20. Attorneys' Fees and Costs. The Parties agree that they are responsible for their own costs and attorneys' fees in the instant matter.

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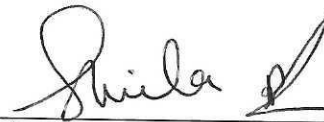
21. Execution. This Agreement may be executed in counterparts and if so executed, each counterpart has the same force and effect as an original and together constitute an effective binding agreement on the part of each of the undersigned Parties. This Agreement may also be executed by facsimile signature, and each such signature is a fully enforceable signature hereto upon receipt by facsimile or mail by the other Party. The Parties agree where practicable to use DocuSign, or Hellosign, an electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code Section 1633.7.

Dated: 1/27, 2022



TIGRAN GASPARIAN

Dated: 1/10, 2022



SHEILA BUSERI
For R & B MEDICAL GROUP