

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into as of February 1, 2021 by and between KRISTEN SOLANO ("SOLANO") and FALLON FOWLKES ("FOWLKES") (collectively, SOLANO and FOWLKES are referred to as "PLAINTIFFS") on one part, and J&T EMPIRE, INC. d/b/a INFINITY MED SPA, and its principals JEFF ROBBINS and TIM MALAN, and VELOSO PROFESSIONAL MEDICAL GROUP (collectively "INFINITY" or "Defendant"), on the other part (collectively, "the Parties"), with reference to the following facts:

A. PLAINTIFFS were employed by INFINITY.

B. PLAINTIFFS contend that they were not properly compensated for all hours worked, including overtime payments, that they were not properly provided meal and rest periods, that they were not provided accurate wage statements, and that they were not fully paid all wages due at the end of their employment, among other wage and hour claims.

C. PLAINTIFFS and INFINITY have, in the interest of resolving the dispute and issues raised by the written demand letter and Notice of Intent to Sue under the Private Attorneys' General Act (PAGA) dated December 24, 2020 and the Complaint filed by INFINITY against FOWLKES in California Superior Court, Los Angeles County, Case No. 20STCV09668 entitled VELOSO PROFESSIONAL MEDICAL GROUP v. FOWLKES (the "Action"), agreed to settle this matter. INFINITY and FOWLKES entered into this Agreement without acknowledging any wrongful conduct or liability on its/her part, and in fact, do deny the same.

NOW, THEREFORE, on the basis of the foregoing facts and in consideration of the mutual covenants and agreements of the Parties hereinafter set forth, the Parties hereby covenant and agree as follows:

1. AGREEMENT OF SETTLEMENT

1.1 Subject to the terms and conditions set forth herein, for the valuable consideration specified herein, the Parties hereto hereby covenant and agree to, and shall, compromise and settle all of their respective rights, claims, obligations and liabilities *inter se*, including without limitation, all of their respective rights, claims, obligations and liabilities with respect to the facts described above.

1.2 For the sole and express purpose of securing the payments set forth below, PLAINTIFFS agrees to a settlement of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00) payable as follows:

(a) Within thirty (30) days of court approval of this settlement agreement, INFINITY will remit payment of ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$110,000.00) payable to "K2 Employment Law Group Client Trust Account" ("the Firm"). This sum will be designated as settlement of any and all claims associated with individual statutory violations for

PLAINTIFFS, as well as any and all attorneys' fees associated with the settlement. The Firm shall provide INFINITY with a current Form W-9 as a condition of this Agreement.

(b) Within thirty (30) days of court approval of this settlement agreement, INFINITY will remit payment of FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00) payable as PAGA penalties, with ELEVEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$11,250.00) directly to the California Labor and Workforce Development Agency ("LWDA") and an additional THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,750.00) to be distributed to any and all aggrieved employees, subject to review and administration by INFINITY. The aggrieved employees will be paid on a pro-rata basis determined by the number of pay periods each such aggrieved employee worked for INFINITY during the PAGA Covered Period (the PAGA Covered Period is defined as December 24, 2019 through the date of court approval of this Agreement) divided by the aggregate number of pay periods as to all aggrieved employees during the PAGA Covered Period. If any checks are not cashed within 180 days of mailing and remailing, those checks shall be cancelled, and thereafter, those residual funds shall be sent by INFINITY to the California State Controller Office's Unclaimed Property Fund in the name(s) and amount(s) of the aggrieved employee who did not cash his or her payment check(s). INFINITY shall provide a declaration attesting to payment of amounts to the LWDA and aggrieved employees.

THE TOTAL PAGA PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED \$15,000.00.

(c) If for any reason the PAGA settlement is not approved by the court or the LWDA, PLAINTIFFS agree that such claim shall nonetheless be waived and that disapproval shall not invalidate any portion of this release. PLAINTIFFS further agree that they are not entitled to any "enhancement" or further payment from this sum.

(d) The portions of the settlement payment identified in Section 1.2(a) and (b) hereinabove will not be subject to all federal and/or state withholdings and deductions, rather shall be classified as payment for statutory penalties and/or attorneys' fees and costs. INFINITY makes no representations or warranties concerning the tax status of the payments referenced hereinabove beyond providing the Firm with an IRS 1099 at the end of the calendar year in which any settlement payment under this Agreement is made. Any characterization for tax purposes of such payment thereafter is solely the responsibility of PLAINTIFFS.

(e) Furthermore, PLAINTIFFS agree that, to the extent that the payment set forth in Paragraph 1.2(a) hereinabove, or any part thereof, is construed by a federal, state or local taxing authority as wage payments for which applicable employment taxes and withholdings should have been withheld by INFINITY, PLAINTIFFS shall indemnify, defend and hold INFINITY harmless from any claims, demands, penalties, interest, deficiencies, levies, assessments, executions, judgments or recoveries under any federal, state or local tax laws, and any costs, attorney's fees, expenses, damages, or other amounts incurred which are associated therewith, which are in any way related to or arise from any such actual or potential tax obligations imposed by law, and/or any share of any such tax, and/or any withholding or contribution obligations, including but not limited to FICA, state unemployment insurance,

state disability insurance contributions, and the like. In the event that any governmental entity makes any inquiry regarding this Agreement, the party receiving such inquiry shall immediately notify in writing the other party of such inquiry.

1.3 The Parties and their respective counsel of record agree that the terms of this settlement agreement among them is and will be confidential, except to the extent that court approval is required. The Parties agree that in response to any inquiry, each Party shall state only that "*the dispute has been resolved*" and decline to provide the terms of the settlement, and that the Parties will not provide a copy of the settlement, or any description of its terms, to anyone except in compliance with a court order or as required pursuant to any pending judicial proceeding to which a Party may be a party, or to accountants, attorneys, certified financial planners or other individuals or entities to whom disclosure is necessary to obtain professional tax or financial planning advice or otherwise to satisfy or assist in satisfying the performance obligations of this Agreement. Any such individual or entity to whom such a disclosure is made must be advised that the information is confidential and cannot be disclosed to any other individual or entity. The Parties further agree that the breach of the confidentiality provision will be considered a material breach of this Agreement and that such will give the non-breaching party the right to obtain liquidated damages in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) per proven incident, plus all attorneys' fees and costs incurred in seeking to enforce the terms of this paragraph and recover said liquidated damages.

1.4 The Parties shall not (and shall not permit any of their respective agents to), directly or indirectly, disparage, denigrate or make any inaccurate, untruthful or incorrect statement about (whether verbally, in writing, electronically, through social media, or through any other means of communication) the other party or any of their respective officers, directors, shareholders, managers, members, partners, employees, agents or business affiliates. For purposes of this paragraph, a disparaging statement includes, without limitation, any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character or product quality of the person or entity to whom the communication relates.

1.5 The Parties shall release each other as set forth below.

2. RELEASE OF CLAIMS

2.1 Except for the right to enforce this Agreement, PLAINTIFFS, as well as for their agents, servants, employees, dependents, heirs, executors, administrators, assigns, and successors, past and present, and each of them, does hereby irrevocably and forever release and discharge, waive, relinquish, quitclaim, settle, and forgive all rights, interests, claims, demands, causes of action, or choses in action of whatever kind or nature, whether absolute, contingent, known, unknown, suspected or otherwise, and whether now existing or arising in the future, which they may now or hereafter have against the Defendant, or any of their affiliated or related business entities, and their officers, directors, franchisees, shareholder, employees, agents, servants, representatives, attorneys, insurers, owners, assigns, and successors, past and present, directly or indirectly arising out of or otherwise relating to the facts, set forth above, and any other acts, omissions, or events occurring on or before the date of this Agreement.

Further, without limiting the general scope of this Release, PLAINTIFFS acknowledge that it is their intention to release the Defendant, as well as their affiliated and related business entities, predecessors-in-interest, successors-in-interest, officers, directors, shareholders, employees, agents, servants, representatives, attorneys, insurers, owners, assigns, and successors, past and present, directly or indirectly arising out of or otherwise relating to his claims, and to waive any and all claims against them, including, but not limited to, potential claims that PLAINTIFFS may now have or that may hereafter accrue for: wrongful termination; unreported work-related injury or illness; breach of any claimed employment contracts with INFINITY, including, but not limited to, breach of the implied covenant of good faith and fair dealing and any and all other express and implied provisions of such contract; for any and all violations of: the Civil Rights Act of 1964; the Equal Pay Act; the Employee Retirement Income and Security Act (ERISA); the Fair Labor Standards Act; the Immigration Reform and Control Act of 1986; the Americans With Disabilities Act of 1990; the Age Discrimination in Employment Act (ADEA); the Genetic Information Non-Discrimination Act of 2008 (GINA); all other federal civil rights laws; the California Fair Employment and Housing Act; the California Labor Code; and any and all other provisions of the statutory and common law of the State of California, all other states in the United States of America, the United States of America, and all other countries of the world, that in any manner whatsoever apply to, affected or regulated the employment of PLAINTIFFS, or the ending of that employment.

2.2 This Agreement is intended to release and discharge any claims or potential claims of PLAINTIFFS under the federal Age Discrimination in Employment Act ("ADEA"). To satisfy the requirements of the Older Workers Benefit Protection Act, 29 U.S.C. section 626(f), the Parties agree as follows:

(a) PLAINTIFFS acknowledge that they understand the terms of this Agreement.

(b) PLAINTIFFS acknowledge that this Agreement advises them in writing that they should consult with an attorney before executing this Agreement. PLAINTIFFS are represented by counsel in connection with this Agreement, and by executing this Agreement, PLAINTIFFS represent and warrant that they have obtained and considered all such legal advice they deem necessary concerning this Agreement.

(c) PLAINTIFFS acknowledge that they are entering into this Agreement freely and voluntarily and without coercion, duress, fraud or undue influence of any kind whatever.

(d) PLAINTIFFS acknowledge that they have been given at least twenty-one (21) days in which to consider whether to enter into this Agreement. PLAINTIFFS understand that, at their option, they may elect not to use the full 21-day period, and if they sign this Agreement before the expiration of the 21-day period, they have done so voluntarily.

(e) This Agreement shall not become effective or enforceable until the eighth day after PLAINTIFFS sign this Agreement. In other words, PLAINTIFFS may revoke their acceptance of this Agreement within seven (7) days after the date they sign it. To be effective, PLAINTIFFS's revocation must be in writing and received by Brian Koegle (bkoegle@pooleshaffery.com), by 5:00 p.m.

on the seventh day following execution of this Agreement. If PLAINTIFFS do not revoke acceptance within the seven (7) day period, PLAINTIFFS' acceptance of this Agreement shall become binding and enforceable at 12:01 a.m. on the eighth day ("Effective Date"). Counsel for PLAINTIFFS agrees to notify counsel for INFINITY in writing or by electronic mail on or shortly after the eighth day as to whether PLAINTIFFS has revoked this Agreement.

(f) This Agreement does not waive or release any rights or claims that PLAINTIFFS may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement.

2.3 In exchange for the promises contained herein, INFINITY hereby release PLAINTIFFS (and their heirs, personal representatives, successors and assigns) or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected.

2.4 In providing the release described in Paragraphs 2.1 through 2.3, the Parties hereby expressly acknowledge that the release is a general release that applies to all claims for injuries, damages or losses to person and property, real or personal (whether those injuries, damages or losses are known or unknown, foreseen or unforeseen) and irrevocably waive the provisions of and all of the rights and benefits conferred by Section 1542 of the Civil Code of the State of California, which 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 or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The Parties understand and acknowledge the significance and consequence of such specific waiver of Section 1542 and hereby assume full responsibility for any injuries, damages, losses, or liability that may hereafter incur from the above-specified dispute.

2.5 As to the Action, INFINITY shall promptly file a notice of settlement upon execution of this Agreement and file a request for dismissal with prejudice of the Action within ten (10) business days of INFINITY's payment of the settlement amounts set forth above in Sections 1.2(a) and 1.2(b) above.

2.6 The Parties agree to cooperate in filing and obtaining the Approval Order from the court. The Parties agree to use their best efforts to expedite the preparation of, and submission to, the Court and LWDA within thirty (30) business days of the Parties' execution of this Agreement of the proposed Approval Order and supporting Joint Stipulation or Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed with the Court, and shall take all steps that may be requested by the Court relating to or that are otherwise necessary to the approval and implementation of this Agreement.

3. CERTAIN REPRESENTATIONS AND WARRANTIES

3.1 The Defendant hereby makes the following representations and warranties to PLAINTIFFS, each of which is material, is being relied upon by PLAINTIFFS and is true as of the date hereof:

(a) This Agreement has been duly and validly executed and delivered by the Defendant, and no further action of any kind or nature will be or is necessary on the part of any other person whomsoever, to make this Agreement valid, binding and enforceable upon the Defendant in accordance with the terms hereof; and this Agreement constitutes a legal, valid and binding obligation of the Defendant, enforceable in accordance with the terms hereof.

3.2 PLAINTIFFS hereby make the following representations and warranties to the Defendant, each of which is material and is being relied on by the Defendant and is true as of the date hereof:

(a) This Agreement has been duly and validly executed and delivered by PLAINTIFFS, and no further action of any kind or nature will be or is necessary on the part of any other person whomsoever, to make this Agreement valid, binding and enforceable upon PLAINTIFFS in accordance with the terms hereof; and this Agreement constitutes a legal, valid and binding obligation of PLAINTIFFS, enforceable in accordance with the terms hereof;

(b) PLAINTIFFS are the sole and lawful owner of all rights, title and interest in and to all claims, demands, causes of action, choses in action, rights and interests covered by the provisions of Paragraph 2 hereof, and PLAINTIFFS have not heretofore sold, assigned, transferred, hypothecated, or otherwise disposed of any interest in any such claim, demand, cause of action, chose in action, right and/or interest.

4. ENFORCEABILITY AND BINDING AND CONCLUSIVE EFFECT

4.1 It is the mutual intent of all Parties hereto that this Agreement is, and shall be, final, conclusive, binding, enforceable and non-terminable as of, and from and after the date of execution hereof notwithstanding, and regardless of: (i) any change in the law (statutory, judicial, or otherwise) at any time after the date hereof; and/or (ii) except as set forth in Paragraphs 3.1 and 3.2, whether any of the facts with respect to, or otherwise on the basis of, upon which any of the Parties hereto has entered into and/or executed this Agreement is at any time after the date hereof found or proven to be different in any manner whatsoever from the facts now believed by any of the Parties to be true as of the date hereof; and/or (iii) except as set forth in Paragraphs 3.1 and 3.2, the discovery of the existence of any additional claims based upon facts existing as of the date of this Agreement which any of the Parties hereto may have against any of the other Parties hereto.

4.2 Without limiting the generality of any of the provisions hereof, including, without limitation, the provisions of Paragraphs 2.1, 2.2, 2.3, 3.1, and 3.2 hereof, and in furtherance thereof, each of the Parties hereto hereby recognizes, acknowledges, and agrees as follows:

(a) Each of the Parties has retained an attorney and has had the opportunity to review with such attorney the meaning, significance, and legal effect of each provision of this Agreement in its entirety;

(b) Each of the Parties has had adequate opportunity to make, and has made whatever investigation or inquiry that it has deemed necessary or desirable in connection with the subject matter of this Agreement prior to the execution and delivery hereof;

(c) None of the Parties has been induced to enter into or execute this Agreement on the basis of any statement, covenant, agreement, promise, representation, or warranty of any of the other Parties hereto not otherwise expressly set forth herein;

(d) If any fact with respect to, or otherwise on the basis of, which each of the Parties has entered into and executed this Agreement, is at any time hereafter found or proven to be other than, or different from, the facts now believed by each of the Parties to be true, each of the Parties nevertheless hereby expressly accepts and assumes the risk of such possible difference in facts and further covenants and agrees that this Agreement shall be and remain effective, binding and non-terminable, notwithstanding any such difference in facts;

(e) This Agreement, and the settlement covered and contemplated hereby, is intended by each of the Parties to be and shall be final, binding, and conclusive thereon pursuant to a full and final accord and satisfaction between all of the Parties hereto and is intended to, and shall, constitute a bar to each and every claim, demand and cause of action covered by Paragraphs 2.1, 2.2 and 2.3 hereof, notwithstanding, and regardless of, any claims of fraud, misrepresentation, concealment of fact, mistake of, or change in, law or fact, or any other circumstance whatsoever including, without limitation, the discovery as of the date hereof of the existence of any additional claims which the Parties may have against each other specified herein;

(f) It is the intention of the Parties that this Agreement shall be given full force and effect in accordance with each and all of the terms and provisions hereof, with respect to all claims, demands and causes of action which are subject to the provisions of Paragraphs 2.1, 2.2 and 2.3 hereof, including, without limitation, all unknown or unsuspected claims, demands and causes of action, if any;

(g) This Agreement is intended to, and shall, effect a full, complete and final settlement of all of the Parties' claims, present and possible, each and all of which claims are denied and contested by the other party, and nothing contained herein shall be deemed or construed in any manner whatsoever as an admission by Defendant of any liability of any kind or nature to Plaintiffs, or vice versa, with respect to all or any such claims; and

(h) It is the intention of the Parties that this settlement is binding and enforceable in accordance with California Evidence Code Sections 1115-1128.

5. ACKNOWLEDGEMENTS AND AFFIRMATIONS

5.1 PLAINTIFFS affirm that they have not filed, or caused to be filed, any claim,

complaint, or action against the Defendant in any forum or form other than the present action and that PLAINTIFFS are presently not a party to any claim, complaint, or action against the Defendant in any forum or form other than the present action.

5.2 PLAINTIFFS affirm that they have reported all hours worked as of the date PLAINTIFFS sign this Agreement and timely has been paid or has received all compensation, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Agreement, except as alleged in this action.

5.3 PLAINTIFFS affirm that they have no known workplace injuries or occupational diseases and that they have been granted or has not been denied any leave to which they were entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws.

5.4 PLAINTIFFS affirm that they have not been retaliated against for reporting any allegations of wrongdoing by INFINITY, or any of its officers, directors, or employees, including, but not limited to, allegations of corporate fraud, except as alleged in this action.

5.5 PLAINTIFFS affirm that as of the date each signs this Agreement, they are not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Center for Medicare & Medicaid Services ("CMS"), or any related agency representing Medicare's interests, determines that Medicare has an interest in the settlement payments to PLAINTIFFS under this Agreement, PLAINTIFFS agree to indemnify, defend, and hold harmless the Defendant from any action by CMS relating to medical expenses of PLAINTIFFS. PLAINTIFFS agree to reasonably cooperate with the Defendant upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim the CMS may make and for which PLAINTIFFS are required to indemnify the Defendant under this section. Further, PLAINTIFFS agree to waive any and all future actions against the Defendant for any private cause of action for damages pursuant to 42 U.S.C. §1395y(b)(3)(A).

6. FURTHER ASSURANCES.

6.1 Each of the Parties hereto hereby covenants and agrees to do such acts and things, and in connection therewith, to execute and deliver such documents and instruments as reasonably may be required for effecting and otherwise carrying out the purposes of the settlement covered and contemplated hereby, including obtaining PAGA approval from a court of competent jurisdiction.

7. GENERAL.

7.1 In the event that any provision of this Agreement is unenforceable, such shall not affect the validity of any other provision of this Agreement.

7.2 Except as otherwise expressly provided for herein, each of the Parties hereto shall pay its own costs, expenses, and attorney fees in connection with the claims and disputes which are herein

settled, and the settlement covered and contemplated hereby, including, without limitation, all costs and expenses incurred in connection with the performance of all of his or its, covenants, agreements, duties, and obligations hereunder.

7.3 No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute, or otherwise, and except as otherwise expressly provided for herein, each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise. The election of any one or more of such remedies by any of the Parties hereto shall not constitute a waiver by the Parties of the right to pursue any other available remedies.

7.4 All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if and when delivered in person or by any means whereby a signature confirming delivery is obtained:

- a. If on INFINITY:
Brian E. Koegle, Esq.
POOLE SHAFFERY & KOEGLE, LLP
25350 Magic Mountain Parkway, Second Floor
Santa Clarita, CA 91355
(661) 290-2991
bkoegle@pooleshaffery.com
- b. If on PLAINTIFFS:
Douglas H. Hoang
K2 Employment Law Group, LLP
11751 Zelzah Avenue
Granada Hills, California 91344
(800) 590-7674
dhoang@k2employmentlaw.com

or to such other persons or addresses as the Parties may furnish to each other from time to time. Any such notice, demand or other communication made pursuant to the provisions of this Paragraph 7.4 shall be deemed to have been given on the date actually delivered to the addressee to whom it is directed.

7.5 None of Parties hereto may assign any of its rights, or delegate any of its duties hereunder without the prior written consent of the other Parties hereto, and any such assignment or delegation without the prior written consent of such other Parties shall be void *ab initio*, and said consent shall not be unreasonably withheld.

7.6 All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective transferees, successors, and permitted assigns.

7.7 This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Facsimile signatures or photocopied signatures will be deemed as if original.

7.8 This Agreement is made and entered into in the State of California and the laws of said state shall govern the validity and interpretation hereof, and the performance of the Parties hereto of their respective duties and obligations hereunder.

7.9 Paragraphs or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; and, no provision of this Agreement shall be interpreted for or against any of the Parties because one or more of the Parties or its or their legal representative drafted the provision.

7.10 No breach of any provision hereof may be waived unless in writing and the waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

7.11 This Agreement may be amended only by a written agreement executed by all of the Parties hereto.

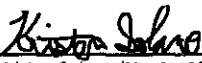
7.12 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural as the identity of the person may require.

7.13 Should one of the Parties hereto retain counsel for the purpose of enforcing, restraining, enjoining or otherwise preventing the breach of, any provision hereof, including, without limitation, the commencement or institution of any action or proceeding (including arbitration) to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of one of the respective Parties' rights or obligations hereunder, or for any other judicial remedy in connection therewith, the prevailing Party(ies) shall be entitled, in addition to such other relief as may be granted in such action or proceeding, to be reimbursed by the other Party(ies,) for all costs and expenses incurred thereby, including, without limitation, the reasonable attorneys' fees and costs for services rendered to such prevailing Party(ies) in connection therewith. If there is any dispute arising under the terms and/or conditions of this agreement, including breach of this agreement, the parties agree that the venue shall be in Los Angeles County.

7.14 This Agreement is entered into for the express benefit of the Parties hereto, their successors and assigns, and is not intended, and shall not be deemed, to create in any other person any rights or interest whatsoever, including without limitation, any right to enforce the terms hereof.

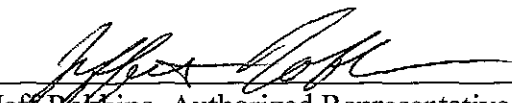
7.15 This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties hereto relating to the subject matter hereof, unless expressly referred to by reference herein or executed concurrently herewith.

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement as of the date first above-mentioned.

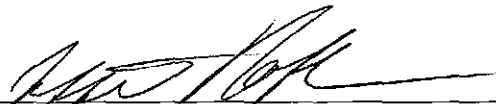
By: 
Kristen Solano (Mar 11, 2021 15:57 PST)
KRISTEN SOLANO, individually

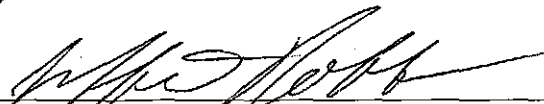
By: 
Fallon Fowlkes (Mar 11, 2021 14:40 PST)
FALLON FOWLKES, individually

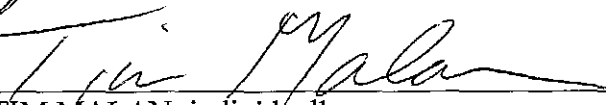
J&T EMPIRE, INC.
d/b/a INFINITY MEDSPA

By: 
Jeff Robbins, Authorized Representative

VELOSO PROFESSIONAL MEDICAL GROUP

By: 
Jeff Robbins, Authorized Representative

By: 
JEFF ROBBINS, individually

By: 
TIM MALAN, individually