

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (the “*Agreement*”) is made and entered into by and between the undersigned parties (together “*the Parties*” or individually a “*Party*”), JUSTIN WONG, an individual (“*Wong*”), and CIRCLE MEDICAL TECHNOLOGIES, INC., a corporation (“*Circle Medical*”).

RECITALS

A. WHEREAS, Wong previously was employed by Circle Medical as a Front Desk Coordinator; and

B. WHEREAS, on November 8, 2021, Wong commenced a civil action against Circle Medical in the Superior Court of the State of California, County of San Francisco (“*Court*”), Case No. CGC-21-596179, wherein he alleges a claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act (“*PAGA*”) on behalf of himself and other purportedly aggrieved employees (*the “Lawsuit”*); and

C. WHEREAS, Circle Medical denies the claims asserted by Wong in the Lawsuit, and further denies that it engaged in any wrongdoing toward Wong or that there are any other purported aggrieved employees on whose behalf he asserts the PAGA claim, or that Wong or any other employee is entitled to any of the alleged penalties or other relief sought on the PAGA claim asserted in the Lawsuit; and

D. WHEREAS, to avoid the time, expense and uncertainty of protracted litigation, the Parties have agreed to settle, fully and finally, the PAGA claim that Wong has asserted against Circle Medical in the Lawsuit.

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

1. **No Admission of Liability.** Wong acknowledges that the execution of this Agreement is not and shall not be construed in any way as an admission of liability or wrongdoing on the part of Circle Medical. Wong further acknowledges that Circle Medical denies all allegations of wrongdoing by him in the Lawsuit. Circle Medical intends, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of further litigation of Wong’s PAGA claim.

2. **Dismissal of PAGA Claim Without Prejudice.** In consideration for the promises by Circle Medical herein, Wong shall cause his attorneys to file with the Court in the Lawsuit, and serve on Circle Medical through its counsel, a noticed motion requesting approval of the dismissal of Wong’s PAGA representative claim without prejudice.

3. **Waiver of Costs.** In consideration for the promises by Wong herein, Circle Medical agrees to waive its right to recover from Wong its costs incurred in the Lawsuit based upon the dismissal of his PAGA claim therein.

4. **Successors.** This Agreement shall be binding upon the Parties, their respective heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, insurers, and assignees.

5. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and enforcing the terms of the Agreement.

6. **No Attorneys' Fees and Costs.** The Parties agree that they shall bear their own respective costs and attorneys' fees in connection with the negotiation of this Agreement.

7. **Agreement is Voluntary.** The Parties understand and agree that Wong: (a) has had a sufficient and reasonable amount of time, including at least five (5) days, within which to consider the settlement terms memorialized in this Agreement before agreeing to them; (b) has carefully read and fully understands all of the provisions of this Agreement; (c) knowingly and voluntarily agrees to all of the terms set forth in this Agreement; (d) knowingly and voluntarily intends to be legally bound by the same; and (e) consulted with and was represented by attorneys of his choosing before agreeing to the terms of this Agreement.

8. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

9. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by Wong and duly authorized representative of Circle Medical.

11. **Construing Provisions.** The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be modified to the extent required to render it valid and enforceable, or otherwise severed from and deemed not to be part of this Agreement, and all remaining provisions of this Agreement shall remain valid and enforceable.

12. **Jointly Drafted.** This Agreement is deemed to have been drafted jointly by all of the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all

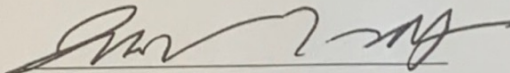
Parties have participated in the negotiations and drafting of this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered or exchanged by email PDF image, digital signature, or electronic signature shall have the same force, validity and effect as the originals thereof.

IN WITNESS HERETO, the Parties execute this Agreement on the dates set forth below.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A LEGALLY BINDING RELEASE AND WAIVER OF CLAIMS.

Dated: 4-6-23


JUSTIN WONG

CIRCLE MEDICAL TECHNOLOGIES, INC.

Dated: _____

By: _____

Name: _____

Title: _____

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Dated: _____
JUSTIN WONG

CIRCLE MEDICAL TECHNOLOGIES, INC.

Dated: 04 / 07 / 2023
By: 
Name: George Favvas
Title: CEO