

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Settlement Agreement and Mutual Release (the “Agreement”) is made by and between Plaintiffs Vladimir Zeetser, Julia Zeetser, and RMZ HOLDINGS, LLC (“Plaintiffs”), on the one hand, and Defendants Yury Gampel, NOBILITY HEALTHCARE, LLC and MODERN VASCULAR, LLC (“Defendants”) on the other hand (Plaintiffs and Defendants are collectively referred to as the “Parties,” and each party to this Agreement are individually referred to as a “Party”).

### **RECITALS**

A. On September 1, 2020, Plaintiffs filed suit against Defendants in the Superior Court of California County of Los Angeles, Case No. 20STCV33460, asserting causes of action for Breach of Contract, Fiduciary Duty, Accounting, CUTSA Violation, and Unfair Competition. Defendants filed answers in response to Plaintiffs’ Complaint generally denying the allegations. In addition to denying the allegations, Defendants have also taken the position during litigation that Plaintiffs would be liable for half of Defendants’ losses in vascular centers and Defendants are entitled to half of Plaintiffs’ vascular centers if Plaintiffs succeed based on their core theory of their case. The foregoing is referred to herein as the “Action.”

B. On July 17, 2023, the parties mediated this case with Jeff Kichaven, Esq., reached a settlement, and executed a Binding Term Sheet, which is attached hereto as **Exhibit A**.

C. The Parties continue to deny any wrongdoing or liability alleged by the other Parties in connection with and in defense of the Action. However, in order to avoid the uncertainties, inconvenience, burden and expense of litigation, and in consideration of the benefits to be obtained under this Agreement, the Parties wish to settle and compromise all potential claims related to the Action, on the terms set forth in this Agreement, without admission of wrongdoing or liability.

D. The Parties participated in good faith negotiations regarding the Action, and after having the opportunity to consult with attorneys, are fully satisfied with all terms of this Agreement.

E. In consideration of all of the Recitals, the Settlement Amount, the Mutual Release stated below, the mutual covenants and warranties contained herein, the adequacy and sufficiency of which are hereby acknowledged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties hereby covenant and agree as follows:

### **I. INCORPORATION OF RECITALS**

1.1 The Recitals set forth above are hereby incorporated in full herein.

### **II. SETTLEMENT PAYMENT AND RELATED PROVISIONS**

2.1 **Payment Amount.** The Parties have conferred through good faith negotiations and have agreed that as a result of those negotiations Defendants shall cause payments to be made to Plaintiffs for the total amount of Three Hundred Thousand Dollars (\$300,000) (“Settlement Amount”), payable as follows: (1) One

Hundred Thousand Dollars(\$100,000) already paid on August 21, 2023, and (2) the remaining Two Hundred Thousand Dollars (\$200,000) is due in 11 equal payments of Eighteen Thousand One Hundred and Eighty One Dollars and Eighty Two Cents (\$18,181.82) every thirty (30) days thereafter until paid. Defendants shall cause payment of the Settlement Amount to be made to Plaintiffs by wire transfer into the following account:

Banc of California  
3 MacArthur Place, Santa Ana, CA 92707  
ABA Routing: 122243774

Beneficiary Name: RUSS, AUGUST & KABAT LLP, IOLTA  
Beneficiary Account#: 2030572237

2.2 **Dismissal of Claims.** Plaintiffs shall dismiss the entire Action no later than September 1, 2023, with prejudice.

2.3 **Each Party to Pay Its Own Expenses.** Each Party shall bear his, her or its respective attorneys' fees and costs incurred in connection with the Action.

2.4 **Taxes and Indemnification Related to Settlement Amount.** The Parties acknowledge that the Settlement Amount is being paid to Plaintiffs in consideration of its membership interests, as more fully described in paragraphs 3.1 through 3.3 of this Agreement, inclusive, and that it fully resolves any and all claims the Plaintiffs have or may have had against the Defendant Releasees. Defendants agree that in connection with the paying party's own tax return, it will not deduct this payment as an ordinary loss or expense. Notwithstanding anything to the contrary, the Parties agree that they will comply with all tax laws and regulations in connection with the Settlement Amount. The Plaintiffs shall be solely responsible for, and are legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related thereto) to any federal, state, local, or regional taxing authority as a result of the Settlement Amount. The Plaintiffs understand and agree that Defendants have not made, and the Plaintiff Parties have not relied upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement. The Plaintiffs hereby agree to indemnify the Defendant Releasees and hold the Defendant Releasees harmless for any and all claims or liability arising out of or relating to the tax treatment or taxes owed on amounts received by Plaintiffs or their representatives. The Plaintiff Parties have had the opportunity to seek independent advice regarding the tax consequences of this settlement and accept responsibility for satisfaction of any tax obligation that may result from this settlement. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by any Party. Further, the Plaintiffs hereby agree to indemnify the Defendant Releasees and hold the Defendant Releasees harmless for any and all claims or liability arising out of or relating to the apportionment or distribution of the Settlement Amount among the Plaintiffs, their attorneys or otherwise.

### III. ASSIGNMENT OF MEMBERSHIP INTEREST

3.1 **Assignment of Membership Interest in Certain Entities.** Plaintiff RMZ Holdings, LLC, on behalf of itself and any principals, agents, members, managers, officers, or any other person making a claim under RMZ Holdings, LLC, does hereby transfer and assign to Defendant MODERN VASCULAR, LLC:

- a. 3,200 Class B Units of Membership Interest in Modern Vascular Institute, LLC, an Arizona limited liability company;
- b. 3,200 Class B Units of Membership Interest in Modern Vascular of Glendale, LLC, an Arizona limited liability company; and
- c. 3,600 Class B Units of Membership Interest in Modern Vascular of Mesa, LLC, an Arizona limited liability company.

3.2 **Disclaimer of Ownership Interest.** Plaintiffs, jointly and severally, hereby disclaim, waive, and release upon Defendant MODERN VASCULAR, LLC, any and all title, right, and ownership interest, together with any claims or entitlements associated therewith, whether vested or contingent, in or to any organization, which (i) has operated under the name “Modern Vascular” (each a “Modern Vascular Entity” and collectively, “Modern Vascular Entities”), and/or (ii) has owned the membership in any Modern Vascular Entity, and/or has provided any service thereto including, without limitation, Modern Vascular of South Florida, LLC, a Florida limited liability company; Modern Vascular Management – West, LLC, a Delaware limited liability company; and Nobility Management, LLC, a California limited liability company.

3.3 **Effect of Assignment and Disclaimer.** It is hereby agreed and stipulated that, following the execution of this Agreement, Plaintiffs shall not be subject to any obligations and shall have no rights conferred under the operating agreements of the entities addressed in paragraph 3.1 and paragraph 3.2, above, or any of them, including without limitation any restrictive covenants or noncompetition provisions set forth therein.

### IV. REPRESENTATIONS AND WARRANTIES OF ALL PARTIES.

4.1 The Parties represent and warrant the following:

- a. The Parties represent, warrant, and agree that they have retained counsel of their own choosing. Counsel for each Party has reviewed this Agreement on that Party’s behalf and negotiated its terms. By executing this Agreement, the Parties certify that they have read all of the terms of this Agreement; that they have discussed the Agreement with their own attorneys; that they have had a reasonable opportunity to consider the Agreement’s terms; and that they fully understand the Agreement’s terms and their effect. The Parties further represent, warrant, and agree that the Parties executed this Agreement voluntarily and without duress or undue influence;
- b. The Parties represent, warrant, and agree that the signatory on behalf of each Party has the legal capacity and authority to execute and deliver this

Agreement on behalf of, and to bind, each Party, and to perform the applicable terms of this Agreement, which constitute the voluntary, legal, valid, and binding obligations of each Party;

- c. The Parties represent, warrant, and agree that each Party is entering into this Agreement in exchange for valuable and good consideration, the sufficiency of which is acknowledged, to which each would otherwise not be entitled; and
- d. The Parties each represent, warrant, and agree that to their knowledge, as of the date hereof, there are no third-party claims pending or threatened against it/him/her in connection with or in any way related to, directly or indirectly, the Action or the Agreement. The Parties represent, warrant, and agree that the claims asserted in the Action and released by the Parties have not been assigned, granted, or transferred in any way, in whole or in part, to any other person, firm, or entity. The Parties represent, warrant, and agree that there are no liens or claims of lien or assignments, in law or equity, against any of the claims released by this Agreement and, further, that the Parties are fully entitled and duly authorized to give this complete and final release and discharge. If any person or entity brings any claim(s) asserted in the Action against a Party or Parties, the Party against which the claim(s) is brought must defend and hold harmless the adverse Party or Parties in connection with such claims.

## V. DEFAULT AND STIPULATED JUDGMENT

5.1 **Notice of Default and Cure.** Upon the occurrence of a default of any provision of this Agreement, the non-defaulting party shall give notice of such default to the defaulting party via e-mail to Jordan Grotzinger and Adam Anderson (if to Defendants) or Nathan D. Meyer (if to Plaintiffs). The defaulting party shall have seven (7) calendar days to cure the default(s) identified in the notice. In the event a default for failure to timely make any payment of any portion of the Settlement Amount per Section 2.1 is not cured, the total of the Settlement Amount shall become immediately due, less payments actually received.

5.2 **Stipulated Judgment.** In connection with this Agreement, the Parties shall execute the Stipulated Judgment, which is attached hereto as **Exhibit B**, and a partial satisfaction of judgment showing amounts paid to date. The Stipulated Judgment and a partial satisfaction for amounts paid shall not be filed absent Defendants' uncured default.

## VI. MUTUAL, GLOBAL RELEASE OF CLAIMS AND DEFENDANTS' COVENANTS NOT TO SUE

6.1 **Mutual General Release.** Subject to the obligations set forth in this Agreement, the Plaintiffs and Defendants, acting jointly and severally, hereby release and discharge each other and their respective affiliates (including without

limitation any and all vascular centers in which the Parties have any ownership interest), successors, assigns, trustee(s), trusts, heirs, executors, administrators, predecessors, parents, subsidiaries, beneficiaries, representatives, agents, principals, partners, members, officers, directors, stockholders, attorneys, sureties, insurers, and any combination of the above, or anyone acting on their respective behalf, and each of them, from any and all claims, causes of action, demands for reimbursement, damages, liabilities, obligations, costs or expenses (including attorneys' fees), request for payment and/or claims for relief, of any sort or nature or description whatsoever, known or unknown, contingent or liquidated, past, present, or future, including but not limited to those claims, causes of action, demands for reimbursement, damages, liabilities, obligations, costs or expenses arising from and/or related in any way to the Action, the ownership or operation of Modern Vascular Entities, or any of them, and the Parties' vascular center businesses, or any of them. The Parties acknowledge, represent, and agree that this Agreement constitutes a release not only of claims regarding damages and losses which are now known and any damages which may develop in the future from those damages or losses now existing as of the Effective Date, but also of any additional claims, damages or losses of any nature or cause through the Effective Date, including but not limited to those which may arise directly or indirectly in regard to the Action.

**6.2 Release of Unknown Claims.** By executing this Agreement, the Parties expressly waive the benefits and protection of California Civil Code §1542 with respect to the claims released herein. This release is made by each of the Parties freely and with the full opportunity to seek the benefit of independent legal counsel. The Parties further acknowledge and agree that they are fully aware of the provisions of Civil Code §1542, which provides:

**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 further acknowledge and agree that each is aware that facts may hereafter be discovered which are different from or in addition to those which they now know or believe to be true with respect to this Agreement or to the matters stated herein, including but not limited to any facts relating to the Action. Nevertheless, the Parties agree that this Agreement shall be and remain in full force and effect in all respects notwithstanding any such different or additional facts.

**6.3 Defendants' Covenant Not to Sue.** In addition, Defendants agree that they will not initiate, bring, or prosecute any litigation, suit, action, or grievance against Plaintiffs or any of their affiliates for indemnity or for any other claim or basis in connection with Department of Justice proceedings pending against Yury Gampel, Modern Vascular LLC and other affiliates or related entities or Defendants and

related/affiliates parties' losses.

6.4 **Attorney's Fees – Enforcement Proceedings.** If any legal action is brought to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs incurred in that action, in addition to any other relief to which the prevailing Party in that proceeding may be entitled.

## VII. CONFIDENTIALITY

7.1 **Confidentiality Agreement.** Except as set forth in subsections 7.2 and 7.3 below, each Party and such Party's counsel shall keep strictly confidential and shall not disclose to any person or entity not a Party to this Agreement any of the following (collectively, the "Confidential Information"): a) this Agreement; b) any of the terms and/or information contained in this Agreement, including the amounts of the Settlement Payments; and c) the content of any and all negotiations leading to this Agreement.

7.2 **Disclosure.** Each Party may disclose Confidential Information only: a) in response to a judicial or regulatory order compelling disclosure; b) to a court or arbitrator called upon to enforce this Agreement; c) to such Party's attorneys, accountants and financial auditors only to the extent necessary and with appropriate assurances of confidentiality; d) in response to a subpoena to government regulators; e) upon the written consent of the duly authorized representatives of the other Parties to this Agreement; and/or f) to an individual Party's immediate family members on the condition that they agree to comply with this confidentiality provision.

7.3 **Statement Regarding Settlement.** Notwithstanding any other term of this Agreement to the contrary, any Party may state that a confidential agreement to settle the disputes among the Parties regarding the Action has been reached to the satisfaction of the Parties but without further disclosure of any of the terms of this Agreement.

7.4 **Protection of Confidential Information.** The Parties shall cooperate and take all necessary steps, including the filing of legal papers, to protect the Confidential Information from disclosure. The costs and expenses of all such actions to protect Confidential Information shall be paid by the Party who seeks to prevent its disclosure. If a litigation or court or other person request or purports to require disclosure of any Confidential Information, the Party from whom disclosure is sought shall promptly give written notice to the other Parties to enable each Party to take such protective steps as may be necessary. If requested by the Party objecting to disclosure, each other Party, at no expense to itself, will sign an appropriate writing stating its opposition to disclosure.

## VIII. ADDITIONAL PROVISIONS

8.1 **No Admission of Liability.** This Agreement reflects the Parties' compromise and settlement of the disputed claims. No part of this Agreement

constitutes, or shall be deemed to constitute, an admission or concession in any way that it has committed a violation of any law or engaged in any improper or deceptive conduct, or an admission or concession of any point of fact or law. This Agreement, its provisions, and all related settlement communications, documents and drafts, cannot be construed as or deemed to be evidence of an admission or concession of any wrongdoing or liability, including any purported violation of any federal or state statute or regulation or the common law, and cannot be offered or received into evidence or requested in discovery or other proceeding (including but not limited to any civil, criminal, or administrative proceeding) as evidence of an admission, concession, or presumption regarding such matters, except in connection with enforcing the rights under this Agreement.

8.2 **Entire Agreement.** This Agreement contains the entire agreement between the Parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the settlement of the Action and any claims or potential claims between the Parties and released parties as specified in Section 6.1 and supersedes all prior proposals, negotiations, agreements, and understandings concerning the subject matter of this Agreement. Each Party represents and warrants that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce any of them to execute this Agreement. Each Party represents and warrants that in executing this Agreement, it has not relied on any promise, representation, or warranty other than those expressly set forth in this Agreement.

8.3 **Construction and Interpretation.** No Party will be deemed the drafter of this Agreement for purposes of interpreting any provision in this Agreement in any judicial or other proceeding that may arise between them. This Agreement has been, and must be construed to have been, drafted by all the Parties.

8.4 **No Mistake.** The Parties warrant and represent that they enter into the Agreement freely and voluntarily upon their own information and investigation. This Agreement shall operate as a full and complete settlement and release notwithstanding the discovery of any different or additional facts. This Agreement is intended to be final and binding regardless of any mistake of fact or law.

8.5 **Notices.** Any notice provided in connection with the Agreement or other document to be given by any Party to any other Party shall be in writing and (i) delivered personally or by registered or certified mail, postage prepaid, to the appropriate address(es) set forth immediately below, and also (ii) transmitted by email to the appropriate email address(es) set forth immediately below.

Notice to VLADIMIR ZEETSER, JULIA ZEETSER AND RMZ HOLDINGS, LLC

Nathan D. Meyer  
Russ, August & Kabat  
12424 Wilshire Blvd, 12<sup>th</sup> Floor

Los Angeles, California, 90025  
[nmeyer@raklaw.com](mailto:nmeyer@raklaw.com)

Notice to YURY GAMPEL  
Adam C. Anderson  
Anderson Clarkson Brown PLLC  
2158 N Gilbert Road Ste. 114  
Mesa, Arizona 85203  
[aanderson@acblawgroup.com](mailto:aanderson@acblawgroup.com)

Notice to MODERN VASCULAR, LLC and NOBILITY HEALTHCARE, LLC  
Jordan D. Grotzinger  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, California 90067  
[grotzingerj@gtlaw.com](mailto:grotzingerj@gtlaw.com)

8.6 **Headings**. The various headings used in this Agreement are solely for the Parties' convenience and may not be used to interpret this Agreement. The headings do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

8.7 **Modification and Waiver**. No amendment, change, modification, or supplement to this Agreement will be valid unless in writing signed by the Parties. No waiver of the terms and conditions of this Agreement will be effective unless made by a signed writing.

8.8 **Governing Law and Selection of Forum**. This Agreement and any claim, cause of action, or dispute among the Parties arising out of or relating to this Agreement shall be governed by, interpreted under, and enforced in accordance with the substantive laws of California, without giving effect to any conflict-of-law principles that may otherwise provide for the application of the law of another jurisdiction. The Parties agree to resolve all such claims, causes of action, or disputes exclusively in the state or federal courts of California. The Parties agree to submit to the personal jurisdiction of the California courts for the purpose of litigating all such claims or disputes.

8.9 **Agreement Constitutes a Complete Defense**. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding brought by any of the Parties or released parties, which may be instituted, prosecuted, or attempted against any of the releasees contrary to this Agreement.

8.10 **Effective Date of the Agreement**. The Effective Date of this Agreement ("Effective Date") shall be the last date when all Parties execute this Agreement.



8.11 **Severability.** If any provision, part of a provision, or term of this Agreement is declared by any court to be invalid, void, or unenforceable, the remaining part of that provision and other provisions of this Agreement will continue in full force and effect, unless the provision declared to be invalid, void, or unenforceable is material, at which point the Parties shall attempt to renegotiate the Agreement or, if that proves unavailing, any Party can terminate the Agreement without prejudice to any other Party.

8.12 **Assignability; Third Party Beneficiaries.** This Agreement shall be binding on and inure to the benefit of each Party hereto and, to the extent permitted under law, and to such Party's respective present or former directors, officers, consultants, affiliated entities or corporations, subsidiaries, divisions, partners, joint venturers, agents, shareholders, members, investors, creditors, insurers, attorneys, employees, representatives, heirs, successors, licensees, customers, and assigns. The Parties may assign this Agreement and its rights and obligations under this Agreement to any successor to or assignee of any of its assets or interests, whether by assignment, merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. Further, it is the Parties' intention that each releasee per Section 6.1 is a third-party beneficiary to this Agreement and that each releasee can legally enforce this Agreement.

8.13 **Counterparts/Facsimile/Digitally Scanned Signatures.** This Agreement may be executed in counterparts, each of which constitutes an original, but all of which together constitutes one and the same instrument. Several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Each Party agrees that a digitally scanned copy of a signature shall be binding, and agrees that a Party may make delivery of its executed Agreement by (i) transmitting a copy of the executed Agreement by email transmission to the other Party under the name provided in the Notice Section, or (ii) by transmitting a digitally scanned copy of the executed Agreement, saved as a .PDF file, to the other Party by email.

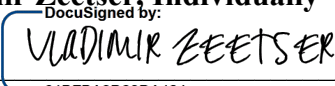
8.14 **Further Documents.** Each Party agrees to execute further documents as needed to accomplish the purposes of this Agreement, including, but not limited to, any documents necessary to further effectuate Section 3.1.

**IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement on the date set forth below.

[remainder of page left intentionally blank]


**ACCEPTED AND AGREED BY:**

**Vladimir Zeetser, Individually**

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Vladimir Zeetser

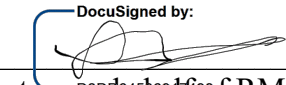
Date: 8/25/2023

**Julia Zeetser, Individually**

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63DD64506917498...  
Julia Zeetser

Date: 8/25/2023

**RMZ HOLDINGS, LLC**

DocuSigned by:  
  
63DD64506917498...  
Julia Zeetser on behalf of RMZ Holdings, LLC

Date: 8/25/2023

**Yury Gampel, Individually**

\_\_\_\_\_  
Yury Gampel

Date: \_\_\_\_\_

**MODERN VASCULAR, LLC**

\_\_\_\_\_  
By: Mark Rabinovich, on behalf of MODERN  
VASCULAR, LLC

Date: \_\_\_\_\_

**NOBILITY HEALTHCARE, LLC**

\_\_\_\_\_  
By: Mark Rabinovich, on behalf of NOBILITY  
HEALTHCARE, LLC

Date: \_\_\_\_\_

**ACCEPTED AND AGREED BY:**

**Vladimir Zeetser, Individually**

Date: \_\_\_\_\_

\_\_\_\_\_  
Vladimir Zeetser

**Julia Zeetser, Individually**

Date: \_\_\_\_\_

\_\_\_\_\_  
Julia Zeetser

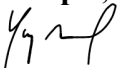
**RMZ HOLDINGS, LLC**

Date: \_\_\_\_\_

\_\_\_\_\_  
Julia Zeetser on behalf of RMZ Holdings, LLC


**Yury Gampel, Individually**

Date: 08 / 23 / 2023

  
\_\_\_\_\_  
Yury Gampel


**MODERN VASCULAR, LLC**

Date: 08 / 23 / 2023

  
\_\_\_\_\_  
By: Mark Rabinovich, on behalf of MODERN  
VASCULAR, LLC

**NOBILITY HEALTHCARE, LLC**

Date: 08 / 23 / 2023

  
\_\_\_\_\_  
By: Mark Rabinovich, on behalf of NOBILITY  
HEALTHCARE, LLC

# EXHIBIT A

## **Binding Term Sheet**

**Vladimir Zeetser et al. v. Yury Gampel et al.**

**LASC Case No. 20STCV33460**

- Mutual releases and § 1542 waiver including affiliates, etc.
- Long form settlement agreement contemplated but not a condition to enforceability of this term sheet.
- Total Payment of \$300,000 to Plaintiff Parties.
- \$100,000 30 days from the earlier of 7/25 or execution of long form.
- Remaining \$200,000 in 11 equal payments every 30 days thereafter until paid.
- Dismissal with prejudice 10 days after first payment.
- Stipulated Judgment against all defendants and partial acknowledgment for amounts paid. Judgment not to be filed absent default.
- Standard acceleration on default terms.
- 7 day default notice + cure provision. Notice shall be by e-mail to attorney of record in this litigation.
- Prevailing party attorneys' fees upon breach of settlement agreement, only for proceedings following such breach. Parties agree to bear their own fees and expenses, in connection with the underlying litigation.
- Covenant by Defendant Parties not to sue Plaintiff Parties for indemnity or for any other basis in connection with DOJ proceedings or Defendant Parties and related parties' losses.
- Standard tax indemnity by Plaintiff Parties, but Defendant Parties agree not to write off payment as expense (treated as return of principal, etc.), subject to seeking independent tax advice. The parties agree to confer in good faith with Mr. Kichaven (and pay his fees) should said advice alter the economics of this term sheet.
- Jeff Kichaven appointed as binding settlement arbitrator for long form. Parties agree to pay Mr. Kichaven's fees in connection with same, losing party to reimburse.
- Confidentiality

- Effective upon execution of this agreement, Plaintiffs are no longer members of Modern Vascular Mesa, Glendale or Institute and have no rights or obligations under their respective operating agreements, including without limitation noncompete provisions.

Signed:

DocuSigned by:



7/17/2023

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Vladimir Zeetser

DocuSigned by:



7/17/2023

10211264706817498

Julia Zeetser

DocuSigned by:

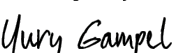


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RMZ Holdings, LLC

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7851960389517498

Yury Gampel

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7/17/2023

10511887617498

Nobility Healthcare, LLC

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7/17/2023

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Modern Vascular, LLC

As to appointment as settlement officer only:

DocuSigned by:



7/17/2023

156614712174102

Jeff Kichaven

# **EXHIBIT B**

RUSS, AUGUST & KABAT

1 RUSS, AUGUST & KABAT  
Nathan D. Meyer, State Bar No. 239850  
2 [nmeyer@raklaw.com](mailto:nmeyer@raklaw.com)  
Leeran Abukasis, State Bar No. 322296  
3 [labukasis@raklaw.com](mailto:labukasis@raklaw.com)  
12424 Wilshire Boulevard, 12<sup>th</sup> Floor  
4 Los Angeles, California 90025  
Telephone: (310) 826-7474  
5 Facsimile: (310) 826-6991

6 Attorneys for Plaintiffs,  
RMZ HOLDINGS, LLC, Vladimir Zeetser  
7 and Julia Zeetser

8  
9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11  
12 VLADIMIR ZEETSER, an individual  
and JULIA ZEETSER, an individual, RMZ  
13 HOLDINGS, LLC, a Nevada Limited Liability  
Company.

14 Plaintiffs,

15 vs.

16 YURY GAMPEL an individual, NOBILITY  
17 HEALTHCARE, LLC, a Delaware Limited  
Liability Company, MODERN VASCULAR,  
18 LLC, an Arizona limited liability company, and  
DOES 1 through 20, inclusive,

19 Defendants.  
20

Case No. 20STCV33460

[Assigned to The Honorable Elaine Lu,  
Department 26]

**STIPULATION FOR ENTRY OF  
JUDGMENT; ORDER THEREON**

Original Complaint Filed:  
September 1, 2020



1 Plaintiffs, RMZ HOLDINGS, LLC, Vladimir Zeetser, and Julia Zeetser ("Plaintiffs") and  
2 Defendants Yury Gampel, NOBILITY HEALTHCARE, LLC, and MODERN VASCULAR,  
3 LLC ("Defendant" or collectively with Plaintiffs referred to as the "Parties") hereby stipulate  
4 (the "Stipulation for Entry of Judgment") as follows:

### 5 RECITALS

6 A. This is an action for breach of contract, fiduciary duty, accounting, CUTSA  
7 violation, and unfair competition.

8 B. The Parties have entered into a settlement agreement and have agreed to execute  
9 this Stipulation for Entry of Judgment in connection therewith.

10 C. The Parties have conferred through good faith negotiations and have agreed that  
11 as a result of those negotiations that Defendants shall cause payments to be made to Plaintiffs for  
12 the total amount of Three Hundred Thousand Dollars (\$300,000) ("Settlement Amount"),  
13 payable as follows: (1) One Hundred Thousand Dollars (\$100,000) already paid on August 21,  
14 2023, and (2) the remaining Two Hundred Thousand Dollars (\$200,000) is due in 11 equal  
15 payments of Eighteen Thousand One Hundred and Eighty One Dollars and Eighty Two Cents  
16 (\$18,181.82) every thirty (30) days thereafter until paid.

17 D. Plaintiff may immediately file this Stipulation for Entry of Judgment in the event  
18 that Defendants fail to timely make any of the payments referenced above if the Defendants fail  
19 to cure their default after receiving notice of the same. Plaintiffs shall concurrently file a partial  
20 acknowledgement for amounts paid.

### 21 TERMS

22 NOW THEREFORE, for good and valuable consideration and the mutual promises  
23 contained, the Parties agree as follows:

24 1. Settlement Payments. Judgment is entered in favor of Plaintiffs and against  
25 Defendants for Two Hundred Thousand Dollars (\$200,000).

2. The recitals are incorporated herein by reference and are part of the terms of this Stipulation for Entry of Judgment.

3. The Court shall retain jurisdiction over this matter pursuant to California Code of Civil Procedure 664.6 to (i) enforce the terms of this Stipulation for Entry of Judgment and (ii) entertain such further proceedings and to enter such further orders as may be necessary or appropriate for purposes of application, interpretation, construction or enforcement of this Stipulation for Entry of Judgment.

5. This Stipulation for Entry of Judgment will not be filed with the Court, but will be held by Plaintiffs' counsel in trust. In the event that Defendants fail to cure default of their payment obligations pursuant to the settlement agreement after receiving notice thereof, Plaintiffs may immediately file this Stipulation for Entry of Judgment.

6. In addition to the foregoing, Defendants acknowledge, stipulate, and agree that Plaintiffs may accept any partial payments made by Defendants after the filing of this Stipulation for Entry of Judgment, which shall not constitute a waiver of any of Plaintiffs' rights, including any rights granted to Plaintiffs under this Stipulation for Entry of Judgment and the contractual right to receive the Settlement Amount.

7. Defendants hereby waive further notice of default, hereby waive notice of entry of judgment, and hereby waive notice of motion for issuance of a writ of execution pursuant to the judgment, and Defendants hereby stipulate that writs of execution may issue immediately. Defendants waive their right to a hearing upon the entry of judgment and notice of the application for entry of judgment, as set forth in Rooney v. Vermont Investments (1973) 10 Cal.3d 351, 110 Cal.Rptr. 353.

8. Defendants hereby waive their right to request a statement of decision pursuant to the provisions of Code of Civil Procedure Section 632 regarding any judgment entered pursuant to this Stipulation for Entry of Judgment and further waive any and all rights Defendants may have under the laws of California to appeal any judgment pursuant to this Stipulation for Entry of Judgment and/or to obtain any other kind of judicial review of any judgment entered pursuant to

1 this Stipulation for Entry of Judgment. Defendants further waive their right to seek relief from  
2 forfeiture of this Stipulation for Entry of Judgment or the judgment.

3 9. In the event any (a) Defendant files for bankruptcy, whether voluntary or  
4 involuntary, or (b) any court of competent jurisdiction or governmental or regulatory authority  
5 asserting jurisdiction over the subject matter hereof or the parties hereto enters a final order,  
6 judgment, or other finding that the payment of all or any part of the payment constitutes a voidable  
7 or preferential transfer, such payment constitutes an improper or disproportionate payment, or the  
8 payment is otherwise in violation of law or subject to a claim of preference, then Plaintiffs may in  
9 its sole discretion, in addition to any other remedy provided by law, equity, statute or contract,  
10 enforce this Stipulation for Entry of Judgment according to its express terms and conditions.

11 10. Defendants have had an opportunity to consult counsel of their own choosing, and  
12 has been represented by counsel, concerning their rights with respect to the form and contents of  
13 this Stipulation for Entry of Judgment.

14 11. This Stipulation for Entry of Judgment may be executed in one or more  
15 counterparts, each of which shall be deemed an original, but all of which together shall constitute  
16 one and the same instrument. The parties may execute this Stipulation for Entry of Judgment by  
17 way of facsimile or email and a facsimile or email copy of this Stipulation for Entry of Judgment  
18 is effective as a signed original.

19  
20  
21  
22 *[Remainder of page intentionally left blank; signature page to follow.]*  
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28

1 **IT IS SO STIPULATED:**

2

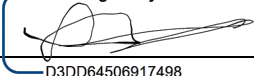
3

4 8/25/2023

5 DATED: \_\_\_\_\_, 2023

**PLAINTIFFS**

**RMZ HOLDINGS, LLC**

DocuSigned by:  
  
 D3DD64506917498...

By: \_\_\_\_\_

Title: \_\_\_\_\_

6

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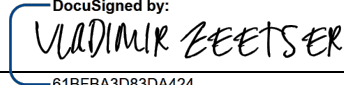
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9

10 8/25/2023

11 DATED: \_\_\_\_\_, 2023

**Vladimir Zeetser**

DocuSigned by:  
  
 61BFBA3D83DA424...

By: \_\_\_\_\_


12

13

14 8/25/2023

15 DATED: \_\_\_\_\_, 2023

**Julia Zeetser**

DocuSigned by:  
  
 D3DD64506917498...

By: \_\_\_\_\_

**DEFENDANTS**

16


17

18

19 08 / 29 / 2023

20 DATED: \_\_\_\_\_, 2023

**MODERN VASCULAR, LLC**

  
 By: Mark Rabinovich

Title: VP Lwgal

21


22

23

24 08 / 29 / 2023

25 DATED: \_\_\_\_\_, 2023

**NOBILITY HEALTHCARE, LLC**

  
 By: Mark Rabinovich

Title: Authorized Officer

**YURY GAMPEL**

DATED: 08 / 29 / 2023, 2023

By: Yury Gampel

*APPROVED AS TO FORM:*

**ANDERSON CLARKSON JOHNSON BROWN PLLC**

DATED: 08 / 25 / 2023, 2023

*Adam Anderson*

Adam C. Anderson, Esq.  
Attorney for Defendant Yury Gampel

**GREENBERG TRAURIG, LLP**

DATED: 08 / 29 / 2023, 2023

*Jordan D. Grotzinger*

Jordan D. Grotzinger, Esq.  
Attorney for Plaintiff RMZ HOLDINGS, LLC,  
Vladimir Zeetser and Julia Zeetser

**RUSS AUGUST & KABAT**

DATED: 8/23/2023, 2023

DocuSigned by:

*Nathan D. Meyer*

Nathan D. Meyer, Esq.  
Attorney for Plaintiff RMZ HOLDINGS, LLC,  
Vladimir Zeetser and Julia Zeetser

RUSS, AUGUST & KABAT

**ORDER**

IT IS HEREBY ORDERED AND DECREED THAT a money judgment be entered in favor of Plaintiffs RMZ HOLDINGS, LLC, Vladimir Zeetser, and Julia Zeetser and against Defendants Yury Gampel, NOBILITY HEALTHCARE, LLC, and MODERN VASCULAR, LLC for the amount of Two Hundred Thousand Dollars (\$200,000).

DATED: \_\_\_\_\_ JUDGE OF THE SUPERIOR COURT

RUSS, AUGUST & KABAT

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Document ID	7a4bc4464282e0b0225f30aca353a8a6d73dd9a6
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## Document History



SENT

**08 / 25 / 2023**

23:44:26 UTC

Sent for signature to Yury Gampel (dryury@rapidlp.com), Mark Rabinovich (mrabinovich@modernvascularmail.com), Jordan Grotzinger (grotzingerj@gtlaw.com) and Adam Anderson (aanderson@acblawgroup.com) from aanderson@acjblaw.com  
IP: 98.165.228.26



VIEWED

**08 / 25 / 2023**

23:46:38 UTC

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IP: 98.165.228.26



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**08 / 25 / 2023**

23:48:00 UTC

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IP: 98.165.228.26



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**08 / 29 / 2023**

21:06:56 UTC

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**08 / 29 / 2023**

21:07:26 UTC

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## Document History



**08 / 29 / 2023**  
21:38:22 UTC

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**08 / 29 / 2023**  
21:39:33 UTC

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(mrabinovich@modernvascularmail.com)  
IP: 104.28.94.169



**08 / 29 / 2023**  
22:58:51 UTC

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