

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiff Sara Zeidan (“Plaintiff”), on the one hand, and Defendants Dental Force Management, Inc., Platinum Dental Partners, Inc., Evangelista Dental Group, Inc., Evangelista Dental Partners, Inc., Evangelista Dental Services, Inc., Richard C. Evangelista, D.D.S., Inc., Evangelista Dental Group Berkeley, PC, Evangelista Dental Group Carlsbad, PC, Evangelista Dental Group El Cajon, PC, Evangelista Dental Group Fairfield, PC, Evangelista Dental Group Fremont, PC, Evangelista Dental Group Greenbrae, PC, Evangelista Dental Group Hillcrest, PC, Evangelista Dental Group Huntington Beach, PC, Evangelista Dental Group La Jolla, PC, Evangelista Dental Group La Mesa, PC, Evangelista Dental Group Livermore II, PC, Evangelista Dental Group Livermore, PC, Evangelista Dental Group Milpitas, PC, Evangelista Dental Group Mission Blvd, PC, Evangelista Dental Group Napa Villa, PC, Evangelista Dental Group Napa, PC, Evangelista Dental Group Oakland, PC, Evangelista Dental Group Pacifica, PC, Evangelista Dental Group PC, Antioch, Evangelista Dental Group Petaluma, PC, Evangelista Dental Group Pleasant Hill, PC, Evangelista Dental Group Pleasanton Koll, PC, Evangelista Dental Group Pleasanton New Day, PC, Evangelista Dental Group Poway, PC, Evangelista Dental Group Redwood City, PC, Evangelista Dental Group San Francisco 450 Sutter, PC, Evangelista Dental Group San Francisco Pine, PC, Evangelista Dental Group San Jose, PC, Evangelista Dental Group San Mateo, PC, Evangelista Dental Group San Ramon C. Lakes, PC, Evangelista Dental Group Santa Rosa, PC, Evangelista Dental Group Studio City, PC, Evangelista Dental Group Walnut Creek II, PC, Evangelista Dental Group Walnut Creek, PC, Evangelista Dental Partners Sunnyvale PC, and Richard C. Evangelista (“Defendants”), on the other hand. Defendants and Plaintiff are collectively referred to herein as the “Parties.”

I.

RECITALS

WHEREAS, Plaintiff formerly worked as a dentist for Defendant Evangelista Dental Group, PC;

WHEREAS, on April 28, 2021, Plaintiff filed a lawsuit against Defendants in the Superior Court of the State of California, County of Contra Costa, Case No. MSC21-00822 (the “Action”). In the Action, Plaintiff asserted individual and putative class claims against Defendant for: (1) Violation of Private Attorney Act of 2004 (“PAGA”); and (2) Violation of California Business & Professions Code § 17200, et seq. (“UCL”);

WHEREAS, Defendants have at all times denied the allegations in the Action;

WHEREAS, the Parties acknowledge and agree there is a bona fide dispute regarding the amounts owed to Plaintiff, if any;

WHEREAS, the Parties seek to compromise and settle Plaintiff’s **individual** PAGA claim the Action, believing such settlement to be in their respective best interests in light of the expense and uncertainty of litigation, and without any admission of any liability, fact, claim or defense, on the terms and conditions set forth herein;

WHEREAS, the Parties are also entering into a separate Confidential Settlement Agreement and Release, which will compromise and settle **all disputes** between them, including the entire Action.

II.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable, full and complete consideration, the sufficiency of which is hereby specifically acknowledged by the Parties, the Parties agree as follows:

1. Payment by Defendants. Defendants shall make a payment with a total sum of One Thousand Dollars (\$1,000.00) (the "Settlement Proceeds"), within thirty (15) calendar days of an Order from the Court approving the PAGA settlement. The Settlement Proceeds shall be delivered to counsel for Plaintiff and payable as follows:

- a. Defendants shall issue a check in the amount of Seven Hundred Fifty Dollars (\$750.00) made payable to "Labor and Workforce Development Agency (LWDA)" for the portion of the PAGA settlement payable to the State of California.
- b. Defendants shall issue a check in the amount of Two Hundred Fifty Dollars (\$250.00), made payable to "Sara Zeidan" for the portion of the PAGA settlement. Defendants will issue Plaintiff an IRS Form 1099 for this payment.
- c. Plaintiff acknowledges and agrees that Defendants are not undertaking to advise Plaintiff with respect to any tax consequences of this Agreement and that Plaintiff is solely responsible for determining those consequences. Plaintiff further acknowledges and agrees that she is solely responsible for the payment and discharge of federal, state, and local taxes, if any, that may, at any time, be found to be due upon or as a result of the payment of the Settlement Proceeds by Defendants to Plaintiff and/or her counsel. Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for any such taxes and related penalties and/or interest, as a result of any failure by Plaintiff or her counsel to pay taxes owed by her or her counsel as a result of the settlement and payment of the Settlement Proceeds. Plaintiff further acknowledges and agrees that she shall not be entitled to the Settlement Proceeds or any other rights or benefits as set forth in this Agreement unless all conditions of this Paragraph 1 are met.
- d. Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits set forth in Paragraph 1 except for Plaintiff's execution of this Agreement, and the dismissals of the PAGA claim as set forth in Paragraph 2, and the fulfillment of the promises made herein. Plaintiff acknowledges that the foregoing constitutes an accord and satisfaction and a full and complete settlement of Plaintiff's individual PAGA claim. Plaintiff also acknowledges and agrees that the consideration provided by Defendants to her pursuant to this

Agreement and the separate Confidential Settlement Agreement and Release constitute good and valuable consideration for the release and the other promises and terms in this Agreement. Plaintiff understands and agrees that she is not eligible for or entitled to any other benefit or consideration from Defendants except as provided in this Agreement and the Confidential Settlement Agreement and Release.

2. Court Approval and Dismissal of the Action. The Parties will seek to obtain the Court's approval of this PAGA settlement as described in this Agreement by way of a joint motion to be filed by Plaintiff's counsel within three (3) business days of execution of this Agreement, or as directed by the Court. Plaintiff's counsel and Defendants' counsel will jointly lodge this Agreement with the Court for its approval. This Agreement will also be lodged with the LWDA as required by California Labor Code section 2699(1)(2). The Court's approval of this PAGA settlement as described in this Agreement shall be embodied in a written order.

Plaintiff represents that, other than the Action, she is not a party in any pending administrative charge, lawsuit, civil action or claim of any kind against Defendants or any of their parents, subsidiaries, divisions, affiliated corporations, successors, assigns, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees. Upon signing this Agreement, counsel for Plaintiff shall take all necessary steps to dismiss Plaintiff's **individual** PAGA claim with prejudice and the remainder of the PAGA claim without prejudice. This Agreement is conditioned on the following: (i) the Court's approval of this Settlement Agreement and Release; (ii) the Court's dismissal with prejudice of Plaintiff's individual claims, including Plaintiff's individual PAGA claim, and the Court's dismissal without prejudice of the representative PAGA claim as to any allegedly aggrieved employee other than Plaintiff; and (iii) the Court's dismissal with prejudice of the remainder of the Action. If any of these conditions are not satisfied, this Agreement shall be null and void.

3. Fees and Costs. Except as provided herein, the Parties shall bear their own fees and costs (including but not limited to attorneys' fees) incurred in connection with the Action.

4. General Release and Waiver of Claims. In exchange for the consideration provided in this Agreement and the Confidential Settlement Agreement and Release, Plaintiff agrees to settle, release, and waive any and all claims Plaintiff has or may have against Defendants, and their parents, subsidiaries and affiliates, and each of their past, present, and future officers, employees, attorneys, agents, assigns, insurers, representatives, counsel, benefit plan administrators, other administrators, successors, parent companies, subsidiaries, shareholders, and/or directors, and any of Defendant's agents or representatives (collectively, the "Released Parties") for anything that has occurred up to the date of execution of this Agreement, including but not limited to, any and all claims resulting from Plaintiff's employment or independent contractor agreements with Defendants, termination of Plaintiff's employment with Defendants, any and all claims relating to the administration or terms of any employment or benefit plan or contract, and any and all claims asserted or that could have been asserted in the Action. This includes all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, whether known or unknown, whether in tort, contract, statute, rule, ordinance, order, regulation, or otherwise, including, without limitation, any claims arising under or based upon Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; 42 U.S.C. § 1981; the Americans with

Disabilities Act, 42 U.S.C. § 12101, et seq.; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, et seq.; the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq.; the Fair Credit Reporting Act, 15 U.S.C. § 168, et seq.; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq.; the Sarbanes-Oxley Act of 2002; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the California Fair Employment and Housing Act (“FEHA”), California Government Code §12940, et seq.; the California Moore-Brown-Roberti Family Rights Act, California Government Code § 12945.1, et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Labor Code; the California Private Attorney General Act of 2004 (“PAGA”) codified in California Labor Code § 2698, et seq.; California Business and Professions Code § 17200, et seq.; the California Industrial Welfare Commission Wage Orders; any federal or state constitutions; any and all claims pursuant to federal, state or local statute or ordinance; any and all claims pursuant to contract, quasi contract, common law or tort; and claims that are known or unknown, suspected or unsuspected, concealed or hidden, or whether developed or undeveloped, up through the date of Plaintiff’s execution of this Agreement. Plaintiff further agrees that Plaintiff has been paid all compensation due to Plaintiff arising from Plaintiff’s employment with and/or independent contractor agreements with Defendants, and Plaintiff represents, warrants, acknowledges, affirms and agrees that this Agreement is being entered into “postdispute” and that, to the maximum extent permitted by law, (i) by entering into this Agreement she cannot be considered to be an “aggrieved employee” and she would lack standing to file or act as a named or representative plaintiff or claimant in any subsequent action or arbitration against Defendants or any of the other Released Parties under PAGA, Labor Code § 2698, et seq., based on any event occurring prior to the date of execution of this Agreement, and (ii) that she will not in the future file or act as a named or representative plaintiff or claimant in any subsequent action or arbitration against Defendants or any of the other Released Parties under PAGA based upon any event occurring prior to the date of execution of this Agreement.

5. Claims Not Released. Plaintiff is not waiving any rights Plaintiff may have to: (i) benefits or rights to seek benefits under applicable workers’ compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (ii) Plaintiff’s own vested accrued employee benefits under a health, welfare or retirement plan as of the date this release is signed; (iii) pursue claims which by law cannot be waived by signing this Agreement; (iv) enforce this Agreement; or (v) challenge the validity of this Agreement.

6. Pursuit of Released Claims. Plaintiff agrees and represents that Plaintiff will not be a class action representative, file any representative claims (including for penalties under PAGA) or in the future file any claim, lawsuit, or complaint against any of the Released Parties based on the claims released in this Agreement. Plaintiff specifically represents, warrants, acknowledges, affirms and agrees that, to the maximum extent permitted by law, she would be barred under claim preclusion from bringing any subsequent administrative, civil or arbitration proceeding under PAGA based upon any event occurring prior to the date of execution of this Agreement. Plaintiff also agrees that the Released Parties will not be required to pay any amount they might otherwise be obligated to pay, if someone were to bring a lawsuit in which he/she represents Plaintiff in a representative (including PAGA) or class action based on the claims released in this Agreement, except that Plaintiff does not waive any right Plaintiff may have to an award paid by the Securities and Exchange Commission (“SEC”), should Plaintiff qualify for such

an award for any reason. Plaintiff promises never to seek any damages, remedies, or other relief for Plaintiff personally (any right to which Plaintiff hereby waives) with respect to any claim purportedly released by this Agreement. Nothing herein precludes Plaintiff from filing an administrative charge with a government agency charged with enforcement of the law, including but not limited to the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, SEC, and National Labor Relations Board, or participating in a government agency investigation. Nothing herein precludes any Party from pursuing a claim for breach of this Agreement.

7. No Admission of Liability. The Parties acknowledge and agree that this Agreement is a compromise and settlement of each party's disputed claims and/or defenses and that neither the execution nor the terms hereof may be construed as an admission of liability on the part of any party with respect to the disputed matters.

8. Governing Law And Retention of Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that the Court to which the Lawsuit was removed will retain jurisdiction over the Agreement. The Parties agree this Agreement is binding and may be enforced by the Released Parties by a motion or by any other procedure permitted by law. Should it become necessary for any Party to file this Agreement with a court of law, the Parties agree that the filing party shall seek to file this Agreement under seal.

9. Authority to Enter into Agreement. Each of the Parties represents and warrants that any person executing this Agreement on her or its behalf has the full right and authority to enter into this Agreement on behalf of said party, and has the full right and authority to execute this Agreement and to fully bind that party to the terms and obligations as set forth in this Agreement. Each of the persons signing this Agreement on behalf of the Parties makes the same warranties referred to herein.

10. Consultation with Counsel. Each of the Parties to the Agreement represents and warrants that this Agreement has been voluntarily and knowingly executed by the Parties after having had the opportunity to consult with legal counsel. The Parties declare that they know and understand the contents of this Agreement, and that they have executed it voluntarily.

11. Voluntary Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part of or on behalf of the Parties to this Agreement, with the full intent of releasing all claims as described herein. Each party acknowledges that she/he/it: (i) has read this Agreement; (ii) has been represented in the preparation and negotiation of this Agreement by legal counsel of his/its own choice; (iii) has received legal advice by such legal counsel prior to execution of this Agreement, if desired; (iv) understands the terms and consequences of this Agreement and of the releases it contains; and (v) is fully aware of the legal and binding effect of this Agreement.

12. Severability. If any word, clause, phrase, sentence, or paragraph of this Agreement is declared void or unenforceable, such portion shall be considered independent of, and severable from, the remainder, the validity of which shall remain unaffected.

13. Counterparts and Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one in the same instrument. Facsimile, digitally scanned copies, and electronic signatures shall be deemed original signatures for all purposes. To the extent this Agreement is signed using an electronic signature, the audit trail or other information sufficient to establish the authenticity of the signature shall be provided along with the signature.

14. Execution Date. The terms of this Agreement as between the Parties will become effective and binding upon the latest date the Parties execute this Agreement.

Plaintiff Sara Zeidan

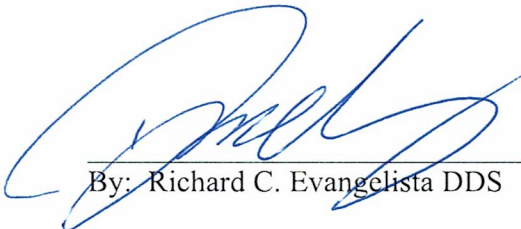
Dated: 6/13/2023

DocuSigned by:

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Sara Zeidan

For Defendants

Dated: 6-15-23


By: Richard C. Evangelista DDS