

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Kristell Tovar (“Plaintiff”), acting in her individual capacity and in a private attorney general capacity, and Defendants California Skin Institute Management, LLC; California Skin Institute Holdings, LLC; and Greg S. Morganroth (“Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the action entitled *Kristell Tovar v. California Skin Management, LLC*, Santa Clara Superior Court Case No.: 22CV403021, and any amendments thereto.

2. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendants California Skin Institute Management, LLC and/or California Skin Institute Holdings, LLC in California during the PAGA Period. The Aggrieved Employees includes the Plaintiff.

3. “Aggrieved Employee Data” means identifying information in Defendants’ possession for each Aggrieved Employee including their: name, last-known mailing address, Social Security number, and hire dates, termination dates (as applicable), and re-hire dates (as applicable)

4. “Court” means the Superior Court of California, County of Santa Clara.

5. “Defendants” means California Skin Institute Management, LLC; California Skin Institute Holdings, LLC; and Greg S. Morganroth.

6. “Effective Date” means the date on which the Court’s order approving the PAGA settlement and judgment thereon (“Judgment”) becomes final. For purposes of this Settlement Agreement, the Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall be 60 calendar days after the Court’s Judgment is entered); (ii) if an appeal is filed, the date affirmance of the Judgment on appeal becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

7. “Individual Settlement Payment” means \$7,500.00 of the Gross Settlement Amount paid to Plaintiff in exchange for a release of her claims, including her individual wage and hour claims. The Individual Settlement Payment is in addition to the Plaintiff’s respective shares of the PAGA Payment as an Aggrieved Employee and are to be paid out of the Gross Settlement Amount.

8. “LWDA” means the California Labor Workforce Development Agency.

9. “Gross Settlement Amount” means the total sum of \$395,000 for payment of the Individual Settlement Payment, Attorneys’ Fees and Costs, Administration Costs, and PAGA Payment, and is the maximum to be paid by Defendants in Settlement of this matter. The Gross Settlement Amount shall be all-in with no reversion to Defendants.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

11. “PAGA Approval Date” means the date that the Court signs the Order Approving PAGA Settlement.

12. “PAGA Payment” means the total amount remaining the Gross Settlement Amount after payment of the Individual Settlement Payment to the Plaintiff, Attorneys’ Fees and Costs, and Administration Costs.

13. “PAGA Period” means the time period from May 4, 2021 through the date the number of pay periods reaches 14,630 as provided in Article III(3) below.

14. “PAGA Pay Period” any pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period, based on hire dates, termination dates (if applicable), and re-hire dates (if applicable).

15. “Parties” means Plaintiff Kristell Tovar and Defendants California Skin Institute Management, LLC; California Skin Institute Holdings, LLC; and Greg S. Morganroth.

16. “Plaintiff’s Counsel” means the law firm of Bibiyan Law Group, P.C.

17. “Released Parties” means Defendants, including past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, heirs, executors, assigns, shareholders, members, owners, officers, managing members, directors, employees, agents, trustees, attorneys, indemnitees, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies.

18. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”).

II. RECITALS

1. On May 4, 2022, Plaintiff sent a written notice to the LWDA and Defendants pursuant to Labor Code § 2699.3 (“LWDA Letter”).

2. On September 12, 2022, Plaintiff filed a First Amended Complaint in state court which asserted one cause of action under PAGA.

3. On October 12, 2022, Defendants filed a general denial and asserted 13 affirmative defenses to the Complaint.

4. On July 13, 2023, Kristell Tovar filed individual wage and hour claims with the American Arbitration Association (“AAA Claims”) against California Skin Institute Management, LLC.

5. On July 13, 2023, the Parties engaged in a mediation session before mediator Hon. Daniel J. Buckley which led to a settlement on December 6, 2023.

6. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims as to Plaintiff and the Aggrieved Employees as alleged in the Complaint and the LWDA Letter pursuant to this Settlement Agreement, and Plaintiff’s individual claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. Funding. Within fifteen (15) days after the Effective Date, Defendants shall pay to the Settlement Administrator \$395,000 as the Gross Settlement Amount, which includes \$7,500.00 as the Individual Settlement Payment for Plaintiff for settlement of her individual claims.

3. Number of Aggrieved Employees and Pay Periods. Defendants estimated in their Mediation Brief that there were 683 Aggrieved Employees who collectively worked 13,300 pay periods during the PAGA Period through April 24, 2023. At such time the number of pay periods reaches 14,630, the PAGA Period will end. Defendants will provide a declaration under oath as to the total number of Aggrieved Employees and pay periods worked by the Aggrieved Employees as of the last pay period ended at least ten (10) days prior to the filing of the motion for PAGA approval.

4. Allocation of Funds. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross Settlement Amount, less the payments for the Individual Settlement Payment to the Plaintiff, Attorneys’ Fees and Costs, and Administration Costs, which shall be paid as the PAGA Payment in settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) Twenty-Five percent (25%) of the PAGA Payment shall be paid to the Aggrieved Employees (“Individual PAGA Payment”) as follows:

The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.

- (2) Seventy-Five percent (75%) of the PAGA Payment shall be paid as a Labor Code § 2699 payment to the LWDA.
- (3) These payments will be reported on IRS Form 1099s as penalties. The Parties acknowledge and agree that all of the foregoing payments are attributable to penalties and so no withholdings will be taken from these payments.

b. Attorneys’ Fees and Costs: Up to one-third (1/3) of the Gross Settlement Amount shall be paid to Plaintiff’s Counsel for payment of Attorney’s Fees, which amounts to \$138,250.00, and up to \$25,000.00 shall be paid to Plaintiff’s Counsel for Costs set forth in Plaintiff’s motion for approval of the Settlement. Defendants shall not oppose Plaintiff’s request for Attorneys’ Fees and Costs in these amounts. In the event that Court approval is required and a payment of less than requested to Plaintiff’s Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to Plaintiff’s Counsel. The payments to Plaintiff’s Counsel will be reported on IRS Form 1099 issued to Plaintiff’s Counsel. Except as set forth herein, each party shall bear their own costs and fees of this Action.

c. Administration Costs. A Settlement Administrator shall be selected by the Parties after receipt of bids. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$5,550.00. In the event that Court approval of these payments is required and a payment of less than \$5,550.00 is approved, or if the actual cost to administer the settlement is less than \$5,550.00, the difference will be added to the PAGA Payment.

d. Representative PAGA Release. In her capacity as private attorney general acting on behalf of herself, the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to Plaintiff’s Counsel for Attorney’s Fees and Costs, Plaintiff hereby releases Defendants and the Released Parties from any and all PAGA Released Claims that arose during the PAGA Period.

5. PAGA Released Claims. Upon the Effective Date, the Defendants shall be entitled to a release of all PAGA Released Claims. PAGA Released Claims shall mean all claims for civil penalties under PAGA which were asserted in Plaintiff’s LWDA Letter and in the Action or which reasonably could have been asserted based upon the facts alleged in the LWDA Letter and the

Action. The release shall expressly exclude claims for wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside of the PAGA Period. **In no event shall the PAGA Released Claims in this Settlement Agreement release any class claims or release any individual claims other than as to penalties.**

6. Individual Settlement Payment and Individual Released Claims. Plaintiff agrees to accept \$7,500.00, as well as any other amount she is owed as an Aggrieved Employee, in full settlement and compromise of her individual claims, including but not limited to the claims set forth in the AAA Claims, whether now known or now unknown, which Plaintiff has as an individual against the Defendants and Released Parties in the Action ("Individual Released Claims"). Plaintiff's Individual Released Claims are limited to any and all claims she has against Defendants and the Released Parties. The Individual Settlement Payment shall be reported on a Form 1099.

7. Waiver of Civil Code § 1542. Plaintiff represents that she is not aware of any claims she may have against the Defendants and Released Parties other than the claims that are released by this Settlement Agreement. As to the Individual Released Claims, Plaintiff, on behalf of herself, waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction. This section provides as follows:

A general release does not extend to claims which 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, must have materially affected his or her settlement with the debtor or released party.

8. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiff further agrees to seek a Judgment in the Action.

9. No Publicity. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement.

10. Motion for Approval of the PAGA Payment, Order and Judgment. Subject to Defendants' review and approval prior to filing, Plaintiff's Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Order and

Judgment (“Motion”). Plaintiff’s Counsel will provide Defendants’ counsel with an opportunity to propose revisions to that Motion before it is filed.

11. Court Approval of the PAGA Payment. The settlement is contingent upon the approval of the PAGA Payment by the Court. If the Court should fail to approve this settlement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court’s questions or concerns. If after the Parties make good faith efforts and the Parties determine approval is not possible, or if appellate review is sought and on such review the Court’s decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. Failure to approve attorneys’ fees and costs and the Individual Settlement Payment in the form and amounts set forth herein shall not be grounds to terminate the Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and serve this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

2. ILYM will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$5,550.00. Defendants will provide the Aggrieved Employee Data to the Settlement Administrator within 15 days of PAGA Approval Date.

3. Within fifteen (15) days after receipt of the Gross Settlement Amount the Settlement Administrator will calculate each Aggrieved Employee’s Individual PAGA Payment and issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be paid to the California Controller’s Office, Unclaimed Property Fund in the name and for the benefit of the Aggrieved Employee. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

4. Within fifteen (15) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will pay the Individual Settlement Payments from the Gross Settlement Amount.

5. Within fifteen (15) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator will pay the Attorneys' Fees and Costs, the Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross Settlement Amount.

6. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

7. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff, or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

3. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein and in any enforcement action to enforce this Agreement for which the prevailing party shall be entitled to attorneys' fees and costs.

5. Authority. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Settlement Agreement.

6. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Orange County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Clara.

7. Complete Agreement. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, acknowledge, and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. Judgment and Continued Jurisdiction. After approval of this settlement, the Court in the Action will have continuing jurisdiction pursuant to California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

9. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator referred to above to resolve such disagreement.

10. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

11. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

16. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

17. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of Plaintiff's claims by Plaintiff. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

20. No Admission of Liability or Wrongdoing by Defendants. Defendants contend that all of its employees were compensated in compliance with the law, and that its conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged by the Plaintiff in this Action.

Defendants have asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this settlement, nor any action taken to carry out the terms of this settlement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

21. Waiver of Right to Appeal. Provided that the Order Approving Settlement is consistent with the terms and conditions of the parties' Settlement Agreement, Plaintiff, Aggrieved Employees, the LWDA, and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Order Approving Settlement, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Order Approving Settlement will become final and non-appealable at the time it is entered.

22. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator for resolution.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

(Party Signatures on Page 11)

PARTY SIGNATURE PAGE

PLAINTIFF:

KRISTELL TOVAR

Dated: _____

By: Kristell Tovar

DEFENDANTS:

**CALIFORNIA SKIN INSTITUTE
MANAGEMENT, LLC**

Dated: _____

By: _____
on behalf of California Skin Institute
Management, LLC

**CALIFORNIA SKIN INSTITUTE
HOLDINGS, LLC**

Dated: _____

By: _____
on behalf of California Skin Institute
Holdings, LLC

GREG S. MORGANROTH

Dated: _____

By: Greg S. Morganroth

(Attorney Signatures on Page 12)

ATTORNEY SIGNATURE PAGE

APPROVED AS TO FORM:

BIBIYAN LAW GROUP, P.C.

Dated: _____

By: _____
DAVID D. BIBIYAN
VEDANG J. PATEL
Attorneys for Plaintiffs

STUART KANE LLP

Dated: _____

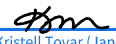
By: _____
ROBERT J. KANE
Attorneys for Defendants

PARTY SIGNATURE PAGE

PLAINTIFF:

KRISTELL TOVAR

Dated: 01/21/2025


Kristell Tovar (Jan 21, 2025 12:47 PST)
By: Kristell Tovar

DEFENDANTS:

**CALIFORNIA SKIN INSTITUTE
MANAGEMENT, LLC**

Dated: _____

By: _____
on behalf of California Skin Institute
Management, LLC

**CALIFORNIA SKIN INSTITUTE
HOLDINGS, LLC**

Dated: _____

By: _____
on behalf of California Skin Institute
Holdings, LLC

GREG S. MORGANROTH

Dated: _____

By: Greg S. Morganroth

(Attorney Signatures on Page 12)

ATTORNEY SIGNATURE PAGE

APPROVED AS TO FORM:

BIBIYAN LAW GROUP, P.C.

Dated: 2/25/25

By: Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL
Attorneys for Plaintiffs

STUART KANE LLP

Dated: _____

By: _____
ROBERT J. KANE
Attorneys for Defendants

PARTY SIGNATURE PAGE

PLAINTIFF:

KRISTELL TOVAR

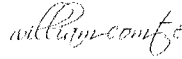
Dated: _____

By: Kristell Tovar

DEFENDANTS:

**CALIFORNIA SKIN INSTITUTE
MANAGEMENT, LLC**

Dated: 02/11/2025



By: William H Comte
on behalf of California Skin Institute
Management, LLC

**CALIFORNIA SKIN INSTITUTE
HOLDINGS, LLC**

Dated: _____

By: _____
on behalf of California Skin Institute
Holdings, LLC

GREG S. MORGANROTH

Dated: _____

By: Greg S. Morganroth

(Attorney Signatures on Page 12)

PARTY SIGNATURE PAGE

PLAINTIFF:

KRISTELL TOVAR

Dated: _____

By: Kristell Tovar

DEFENDANTS:

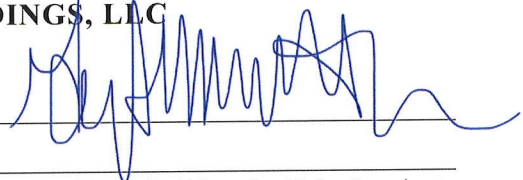
**CALIFORNIA SKIN INSTITUTE
MANAGEMENT, LLC**

Dated: _____

By: _____
on behalf of California Skin Institute
Management, LLC

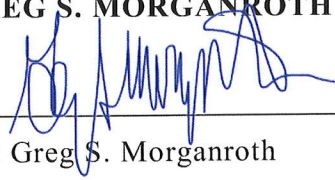
**CALIFORNIA SKIN INSTITUTE
HOLDINGS, LLC**

Dated: 2/11/25

By: 
on behalf of California Skin Institute
Holdings, LLC

GREG S. MORGANROTH

Dated: 2/11/25

By: 
Greg S. Morganroth

(Attorney Signatures on Page 12)