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Attorneys for Plaintiff,

SHIRLEY PONCIANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—CENTRAL DISTRICT

SHIRLEY PONCIANO, an individual,

Plaintiff,

v.

SHANTHIMD DERMATOLOGY, INC.,
f/k/a SKINSTYLE DERMATOLOGY,
INC.; FULLER SMILES DENTAL PLLC
d/b/a FULLER SMILES; FULLER
SMILES DENTAL PLLC d/b/a ZEN
DENTISTRY; SHANTHI MARIE
COLACO AHUJA, M.D.; OHARA
AIVAZ, M.D.; ARSHJOT AHUJA, DDS,
FICOI; and DOES 1 THROUGH 100,
inclusive,

Defendants.

Case No.: 24STCV09298

[Assigned to Honorable Cherol J. Nellon,
Department: 14]

PAGA REPRESENTATIVE ACTION

**DECLARATION OF SHIRLEY PONCIANO
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA")**

RES ID: 453317967645

Hearing Date: December 2, 2025

Time: 8:30 a.m.

Complaint Filed: April 12, 2024

Trial Date: September 29, 2025

DECLARATION OF SHIRLEY PONCIANO

I, Shirley Ponciano, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the Named Plaintiff and PAGA Representative in this action. On April 12, 2024, my lawsuit entitled *Shirley Ponciano v. ShanthiMD Dermatology, Inc., f/k/a Skinstyle Dermatology, Inc., Fuller Smiles Dental PLLC d/b/a Fuller Smiles, Fuller Smiles Dental PLLC d/b/a Zen Dentistry, Shanthi Marie Colaco Ahuja M.D., Ohara Aivaz, M.D., Arshjot Ahuja, DDS, FICOI*, Case No. 24STCV09298, was filed on my behalf, and behalf of all similarly situated employees, and the State of California.

Employment History

3. I am a resident of the County of Los Angeles in the State of California and was employed by Defendant ShanthiMD Dermatology, Inc. (“ShanthiMD” or “Defendant”) as an hourly, non-exempt employee initially from January of 2022, as a medical assistant, and was let go within six weeks of my employment after being told that the Defendant could not afford me.

4. On October 7, 2022, I was rehired by ShanthiMD as an hourly, non-exempt employee, earning \$25 per hour, as a Medical Assistant and Front Desk Receptionist, through February 10, 2023. Throughout the course of my employment, I was classified as an hourly, nonexempt employee.

5. To the best of my understanding, my claims are typical of all Aggrieved Employees.

6. To the best of my understanding, at all relevant times, other Aggrieved Employees were subject to the same policies, practices, and procedures that I was subjected to regarding hours worked, off-the-clock work, meal periods, rest periods, record keeping, and the like.

Summary of PAGA Claims

7. Throughout my employment, I recall being required to work approximately 10-15 minutes before clocking in for my scheduled shift and 10-15 minutes after clocking out of my scheduled shift, and when taking my meal periods at work, they were consistently interrupted with questions by Dr. Colaco Ahuja and/or Dr. Aivaz.

8. I recall that pre-shift work was required before clocking in, and included activities such as turning on computers, setting up for the arrival of patients which began at the same time as the staff’s shift start time, and checking emails. I recall that post-shift work was required after clocking out and included activities such as waiting for a biopsy to be ready so it could be taken to the mailbox, turning off machines, finishing necessary work, and cleaning up rooms.

1 9. Despite the office having a high-volume practice with approximately 30-40 patients seen
2 daily, a relatively modest staff, I recall that staff shifts were scheduled to begin when the first patient
3 would arrive, and work was required of staff both before and after their scheduled shifts. I recall that
4 Dr. Colaco Ahuja discouraged staff from clocking in before their scheduled shift start time or
5 clocking out after their scheduled shift end time and repeatedly stated that she could not afford to
6 pay her staff for this extra time.

7 10. Based on my recollection, at all relevant times, Defendant also required me to work off-the
8 clock approximately twice a month when pharmaceutical representatives would come to the office
9 to provide education on selling their products. On such occasions, I was required to stay at the
10 premises during my meal period and attend this meeting that lasted throughout the entire off-the-
11 clock meal period.

12 11. I also recall that I was not compensated with one hour's worth of pay at my regular rate of
13 compensation when I was not provided with compliant rest periods. I also recall being routinely
14 denied off-duty meal periods of at least 30 minutes and recall not being able to take meal periods on
15 time. There were instances I recall where my meal periods were interrupted due to the understaffing
16 of the office. Although the office would close from noon to 1 p.m. for lunch, I recall there being
17 instances where patients would need to be seen during this time or sometimes need to be checked out
18 during this time. For example, if a provider was running behind with patients or the patients required
19 extra time, such patients required assistance from staff and would need to be checked out during
20 lunch. I also recall there being instances where providers would take patients (such as friends or
21 acquaintances) during the office closure and staff needed to be available to assist, which meant
22 shorter lunch periods. I also recall instances where my lunch periods were interrupted with questions
23 from Dr. Colaco Ahuja or Dr. Aivaz.

24 12. Based on the policies and practices described above, I believe and alleged that Defendant
25 failed to pay me wages, such as minimum wage, overtime, rest period premiums and meal period
26 premiums, and, in so doing, failed to timely pay me, and that the same was true of my coworkers as
27 well.

28 13. I believe and alleged that Defendant failed to compensate me for each and every hour worked
at the appropriate rate, including for sums that were certain at the time of my separation.

 14. I was required to purchase my own work uniforms and was not reimbursed, except on one
occasion when the Defendant provided a single uniform. Additionally, I was required to use my
personal cell phone to communicate with Dr. Colaco Ahuja for work-related matters but was never
reimbursed for its use.

1 15. I believe and alleged that Defendant also failed to provide accurate, itemized wage
2 statements.

3 *The Settlement and Advocacy*

4 16. I retained the law firm Eanet PC to pursue justice for myself and the Aggrieved Employees
5 in response to these unlawful labor practices.

6 17. As a PAGA Representative, I understand my duty to protect the interests of all Aggrieved
7 Employees. I have no reason to believe that my interests conflict with, or are in any way adverse to,
8 theirs.

9 18. In light of Defendant's asserted defenses, the risk that penalties could be reduced or denied
10 by the Court, potential delays from appeals, and the PAGA Members' need for timely payment, I
11 believe—along with my counsel—that the Settlement is fair and reasonable for the PAGA Settlement
12 Members.

13 19. Throughout the course of my lawsuit, I have been working to secure a benefit for the
14 Aggrieved Employees and providing valuable assistance to my counsel. During this time, I have
15 spent significant time and effort assisting in the prosecution of the case, including: providing factual
16 background for the LWDA Notice and the lawsuit; gathering, reviewing, and organizing relevant
17 documents; reviewing the complaint before it was filed; communicating with my counsel regarding
18 litigation and settlement strategy; participating in mediation; engaging in ongoing settlement
19 discussions and reviewing settlement documents; and preparing this declaration.

20 20. This case also involved risks to me personally, such as the risk of negative publicity by or
21 to anyone who opposed this case.

22 21. Even in the face of these risks and time commitment, I pursued this case on behalf of the
23 Aggrieved Employees because I believe in it, and we reached a successful resolution and settlement
24 as a result. Further, as part of the Settlement, I agreed to release all my claims against Defendant,
25 including a Civil Code section 1542 waiver, even though other PAGA Settlement Members are
26 releasing only the claims for civil penalties under PAGA at issue in this lawsuit.

27 22. I am pleased the case settled on behalf of the PAGA Settlement Members for \$15,000. I
28 believe this is a positive outcome, and I am glad my efforts helped other employees obtain relief and
vindication for the Labor Code violations they experienced.

23. I understand that PAGA representatives may receive compensation for their efforts in
pursuing a case. As the Named Plaintiff, I respectfully request an incentive award of \$1,500, in
addition to my pro rata share of the PAGA Settlement fund. Given the outcome achieved for the

1 Aggrieved Employees, my counsel and I believe this is a fair and reasonable request.

2 24. I respectfully ask that the Court grant final approval of this Settlement and grant my request
3 for an incentive award.

4 25. I am not currently, nor have I ever been, a Named Plaintiff in any other PAGA Representative
5 case, pending or closed.

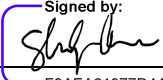
6 26. I have not informed any other Aggrieved Employees—formally or informally—about the
7 preparation, filing, or status of this Motion or the proposed Settlement.

8 I declare under penalty of perjury under the laws of the United States and the State of
9 California that the foregoing is true and correct.

10 I declare, under penalty of perjury, under the laws of the State of California, that the
11 foregoing is true and correct.

12 Executed this September 14, 2025, at Los Angeles, California.

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Signed by:

Shirley Ponciano F3AEA61977D441B...

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action. My business address is 550 S. Hope Street, Suite 750, Los Angeles, CA 90071.

On September 15, 2025 I caused the foregoing document(s) described as:

**DECLARATION OF SHIRLEY PONCIANO IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT PURSUANT TO THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

to be served on the interested parties in this action as follows:

Served via the LWDA Website

Labor and Workforce Development Agency (LWDA)

D. Andrew Quigley
HUNTON ANDREWS KURTH LLP
550 South Hope Street, Suite 2000
Los Angeles, California 90071
Email: AQuigley@hunton.com
Email: LGomez@hunton.com

**Counsel For Defendants ShanthiMD Dermatology, Inc., f/k/a Skinstyle Dermatology, Inc.,
Shanthi Marie Colaco Ahuja, M.D., Arshjot Ahuja, DDS, FICOI, Fuller Smiles Dental PLLC
d/b/a Fuller Smiles, Fuller Smiles PLLC d/b/a Zen Dentistry**

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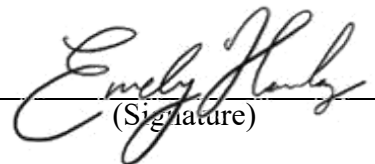
Counsel For Defendant Ohara Aivaz, M.D.

☒ **BY ELECTRONIC SERVICE:** I caused the documents to be sent to the persons at the electronic notification addresses listed above. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 15, 2025 at Los Angeles, California.

Emely Hernandez
(Type or print name)


(Signature)