REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Court, this Representative Action Settlement Agreement and Release (hereinafter "Settlement Agreement") is entered into and effective upon its execution by Plaintiff Shirley Ponciano on behalf of herself and in a representative capacity as a private attorney general on behalf of the State of California and all "Aggrieved Employees" (defined below) (hereinafter, the "Representative Plaintiff"), on the one hand, and Defendant ShanthiMD Dermatology, Inc. ("Defendant"), on the other hand, with reference to the recitals and provisions set forth below. The Settlement Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

The Parties hereby agree to the following settlement of the lawsuit, *Shirley Ponciano v. ShanthiMD Dermatology, Inc.*, et. al., Los Angeles Superior Court Case No. 24STCV09298, including a release of all claims therein and a release of all claims Plaintiff individually has or may have against Defendant in her representative capacity.

RECITALS

1. On April 12, 2024, the Representative Plaintiff filed an action in the Superior Court of California, County of Los Angeles (the "Lawsuit") against ShantiMD Dermatology, f/k/a SkinStyle Dermatology, Inc. ("ShanthiMD"), Shanthi Marie Colaco Ahuja, Ohara Aivaz; Fuller Smiles Dental PLLC d/b/a Fuller Smiles and Fuller Smiles Dental PLLC, d/b/a Zen Dentistry ("Fuller Smiles"), and Arshjot Ahuja (collectively the "Defendants"). The Representative Plaintiff alleges the following claims on behalf of herself: (1) Discrimination; (2) Retaliation; (3) Failure to Provide Reasonable Accommodation; (4) Failure to Engage in a Good-Faith Interactive Process; (5) Failure to Prevent Discrimination, Harassment, and/or Retaliation; (6) Intentional Infliction of Emotional Distress; (7) Whistleblower Retaliation; and (8) Wrongful Termination in Violation of Public Policy.

2. The Representative Plaintiff also included a cause of action for penalties pursuant to the Private Attorneys General Act ("PAGA") on behalf of herself and all other individuals who are or were employed by Defendants as non-exempt employees in California from at least February 7, 2023 (the "Aggrieved Employees"). The Representative Plaintiff sought penalties on behalf of herself and other Aggrieved Employees for: (1) failure to authorize and permit rest breaks; (2) Failure to Provide Required Meal Breaks and Missed Meal Period Premiums; (3) Failure to Pay Minimum Wages; (4) Failure to Provide Overtime Wages; (5) Failure to Pay Final Wages; (6) Failure to Timely Pay all Wages Earned; (7) Failure to Reimburse Business Related Expenses; (8) Failure to Produce Accurate, Itemized Wage Records; and (9) Violation of California's Unfair Competition Law.

3. Defendant denies each and every allegation by the Representative Plaintiff and further denies that the Lawsuit can be tried in a manageable manner that comports with due process.

4. The Representative Plaintiff is represented in the Lawsuit by the following law firm ("Representative Plaintiff's Counsel"):

EANET, PC

5. Defendant is represented in the Lawsuit by:

HUNTON ANDREWS KURTH LLP

6. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

7. On November 1, 2023, the Parties participated in a mediation presided over by Barry Appell. Thereafter, the Parties continued to engage in settlement discussions facilitated by Mr. Appell, which led to this Settlement Agreement to settle the Lawsuit.

8. The Representative Plaintiff and Defendant (collectively the "Parties") have conducted informal investigation and discovery in connection with the claims asserted in the Lawsuit. This discovery, investigation and prosecution has included, among other things, (a) inspections and analysis of relevant documents and other information produced by Defendant, (b) an analysis of work-related data relating to the Aggrieved Employees; (c) an analysis of the legal positions taken by Defendants; (d) considerations of manageability as a representative action; (e) research of applicable law with respect to the claims asserted in Plaintiff's Complaint and the potential and asserted defenses thereto; (f) analyzing data and calculation of damages; and (g) ongoing communications with counsel. The Parties' investigation has enabled Representative Plaintiff's Counsel to evaluate the merits and value the case for settlement purposes and to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

9. Defendant has denied and continues to deny each of the claims and contentions asserted against it in the Lawsuit. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed or used in the Lawsuit or in any other action or proceeding (including any related proceedings) as an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

10. It is the intention of the Parties to this Settlement Agreement to settle and dispose of, fully and completely, any and all claims, demands, and causes of action that are, or could have been, set forth in the Lawsuit by the Representative Plaintiff.

11. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by this Settlement Agreement.

PROVISIONS

1. COOPERATION BY THE PARTIES

The Parties to this Settlement Agreement and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Settlement Agreement.

2. APPOINTMENT OF SETTLEMENT ADMINISTRATOR

The Parties will stipulate to and seek the Court's order appointing Xpand Legal Consulting to act as the settlement administrator (the "Settlement Administrator") for purposes of this settlement. The Settlement Administrator shall be responsible for performing all necessary administration duties in exchange for its reasonable fees and expenses to be paid out of the Gross Settlement Amount (as defined below), but not to exceed **THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00 U.S.D.)**. These administration duties shall include, without limitation, the mailing of all settlement checks and tax forms to the LWDA, Aggrieved Employees, the Representative Plaintiff, Representative Plaintiff's Counsel, and tax authorities.

3. APPLICABLE SETTLEMENT PERIOD

The "Settlement Period" is February 7, 2023, through April 23, 2025.

4. AGGRIEVED EMPLOYEES

For purposes of this settlement only, the Parties agree that the "Aggrieved Employees" are all individuals who are or were employed by Defendant as non-exempt employees in California at any time during the Settlement Period. The Settlement covers thirteen (13) nonexempt, hourly employees over the course of three-hundred and ten (310) pay periods from February 7, 2023, through April 23, 2025, including Plaintiff ("Aggrieved Employees"). If the actual number of pay periods increases by ten percent (10%) or more, Defendant shall back the PAGA release date up to where the pay periods are ten percent (10%) or less ("PAGA Release Date").

5. SETTLEMENT CONSIDERATION

In consideration for the releases and dismissals set forth in this Settlement Agreement, Defendant agrees to: (a) the payments to the Aggrieved Employees and the LWDA pursuant to the payment procedures described herein; (b) the payment of attorneys' fees and costs, as set forth herein to the extent awarded by the Court; and (c) the administration costs of the Settlement Administrator, as set forth hereinafter.

(a) <u>"Gross Settlement Amount" To Be Paid by Defendant</u>

The "Gross Settlement Amount" to be paid by Defendant is the total sum of **FIFTEEN THOUSAND DOLLARS ($15,000.00)**. This constitutes the maximum payment by Defendant under this Settlement Agreement and shall be "all inclusive," including: all payments to the Aggrieved Employees and the LWDA, respectively; attorneys' fees and costs of Representative Plaintiff's Counsel, as approved by the Court; the fees and expenses of the Settlement Administrator in connection with settlement administration, as approved by the Court; the incentive payment to the Representative Plaintiff, as approved by the Court; and all other settlement-related payments and costs. Under no circumstances will Defendant's liability for payments under this Settlement Agreement exceed the Gross Settlement Amount.

(b) Attorneys' Fees and Costs

Defendant understands that Representative Plaintiff's Counsel will file an application for an award of attorneys' fees in an amount not to exceed **FIVE THOUSAND DOLLARS ($5,000.00 U.S.D.)** (*i.e.*, 33% of the Gross Settlement Amount). Defendant agrees not to object to such application up to such amount. Any such attorneys' fees and costs approved by the Court shall be paid from the Gross Settlement Amount. If the Court awards attorneys' fees in an amount that is less than 33% of the Gross Settlement Amount, then the difference between 33% of the Gross Settlement Amount and the amount of attorneys' fees actually awarded by the Court shall become part of the Net Settlement Amount (as defined below).

(c) Incentive Payment

Representative Plaintiff's Counsel will file an application for approval of an incentive payment to Representative Plaintiff is an amount not to exceed **ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00 U.S.D.)**. This award is in addition to the Representative Plaintiff's individual settlement payment for claims unrelated to PAGA. Defendant agrees not to object to such application. Any such incentive payment approved by the Court shall be paid from the Gross Settlement Amount.

(d) PAGA Penalties Fund

The Parties agree that Defendant, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Gross Settlement Amount following deduction of any Court-approved attorneys' fees, litigation costs, Plaintiff's individual payment, and settlement administration costs ("PAGA Penalties Fund"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees in proportion to the number of pay periods during which each Aggrieved Employee was employed by Defendant in the Settlement Period.

6. ALLOCATIONS AND CALCULATIONS

(a) Settlement Administrator's Role

The Settlement Administrator shall calculate amounts to be paid to the Aggrieved Employees and the LWDA, respectively, as provided below. The Settlement Administrator also shall pay all settlement proceeds out of a qualified settlement fund, on a confidential basis, and issue IRS tax forms.

(b) Net Settlement Amount and Payment to the LWDA

The Gross Settlement Amount less: (i) attorneys' fees and costs to Representative Plaintiff's Counsel, (ii) the incentive payment to the Representative Plaintiff, and (iii) administration costs of the Settlement Administrator, shall constitute the "Net Settlement Amount." Seventy-five percent of the Net Settlement Amount shall be paid to the LWDA and the remaining 25% shall be paid to the Aggrieved Employees based on their relative employment tenure with Defendant (in pay periods).

Aggrieved Employees shall not be required to submit a claim form to receive their respective shares. The total and individual number of pay periods worked by Aggrieved Employees during the Settlement Period shall be calculated according to Defendant's payroll records.

(c) Tax Treatment

The entirety of each settlement payment paid to each Aggrieved Employee will be attributable to alleged penalties, which will be reported to the IRS on a Federal Form 1099. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

7. ADMINISTRATION OF GROSS SETTLEMENT AMOUNT

(a) List of Aggrieved Employees

Within fifteen (15) calendar days after the Effective Date, Defendant shall in good faith provide to the Settlement Administrator information constituting a list of Aggrieved Employees showing the name, social security number, last known address, and last known telephone number (if available) of each Aggrieved Employee. Such information also shall include the start date(s) of employment, and end date(s) of employment for each Aggrieved Employee was employed by Defendant during the Settlement Period.

(b) Address Verification Procedures

The Settlement Administrator will perform address updates and verifications as necessary prior to the first mailing of the settlement checks to the Aggrieved Employees. The Settlement Administrator will perform one skip trace as to any payments that are returned by the post office for invalid addresses within five (5) calendar days of its receipt of such returned payment and will re-mail the payment to an updated address (if any) within fifteen (15) calendar days of receipt of the returned mail. The Parties intend that reasonable, but not extraordinary, means be used to locate Aggrieved Employees. If no other address is found, no further action is required.

(c) Settlement Administrator's Calculations

The Settlement Administrator shall calculate the amounts to be paid to the Aggrieved Employees from the Net Settlement Amount in accordance with the terms and provisions of this Settlement Agreement. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employee's 25% share of the Net Settlement by the total number of pay periods worked by all Aggrieved Employees during the Settlement Period and (b) multiplying the result by each Aggrieved Employee's pay periods worked during the Settlement Period. Defendant's counsel and Representative Plaintiff's Counsel will be provided access to all calculations and all data forming the basis for such determinations. The fees and expenses of the Settlement Administrator in connection with said verification and/or performance shall be considered settlement administration expenses and shall be paid from the Gross Settlement Amount. All of the fees and expenses of the Settlement Administrator in connection with printing, issuing and/or mailing settlement payments shall be considered settlement administration expenses and shall be paid from the Gross Settlement Amount, as provided herein. The Court shall retain jurisdiction over the correctness of such calculations and the amount of payments due, and the Parties shall submit any disagreements regarding these issues to the Court for determination.

(d) Disbursement Of Payments

(e) Payments to Aggrieved Employees, payment to Representative Plaintiff's Counsel for Court-approved attorneys' fees and costs, payment of the incentive payment to the Representative Plaintiff, and payment to the Settlement Administrator for all settlement administration expenses shall be made no later than thirty (30) days after the Effective Date. The "Effective Date" means the date by when both of the following have occurred:

> (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Aggrieved Employee Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Aggrieved Employees objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

(f) Settlement Payment Explanation

The settlement payment shall include a brief description that the payment is the Aggrieved Employee's share of a lawsuit resolving the instant claims in a form substantially similar to that attached hereto as Exhibit A. Exhibit A is hereby incorporated by reference as though set forth fully herein and is a material part of this Settlement Agreement. Notwithstanding the foregoing, insubstantial changes to the attached exhibit shall not invalidate the Settlement Agreement.

(f) Escheat

Settlement checks mailed to Aggrieved Employees and the LWDA shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance. At the end of the 180-day period, the Settlement Administrator shall cause the funds represented by any un-cashed checks to be transmitted to the State of California Unclaimed Property Fund, in the name of the intended beneficiaries of the checks.

(g) Payment Of Settlement Funds Will Not Be Considered by Defendant as Having Any Effect on Any Employee Benefit Plan and Similar Plans

The payment to any individual Aggrieved Employee as provided for in this Settlement Agreement is not and shall not be deemed by Defendant to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by the Defendant or any of its present or former parent corporations or affiliates or any jointly trusteed benefit plans. Any such payment to any Aggrieved Employee shall not be considered by Defendant to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendant or any of its present or former parent corporations or affiliates or any jointly trusteed benefit plans. Defendant and each of its present and former parent corporations and affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trusteed benefit plans, to make clear that any amounts paid as a result of this Settlement Agreement are not considered by Defendant as compensation or wages, or payments for "hours worked," as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by Defendant by reason of the settlement.

(h) <u>No Claims Against the Parties, Their Counsel, Or the Settlement Administrator</u>

No person shall have any claim against Defendant, Defendant's counsel, the Representative Plaintiff, Representative Plaintiff's Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Settlement Agreement.

8. RELEASED CLAIMS

(a) <u>Release</u>

As of the "Effective Date," and, in exchange for full payment of the Gross Settlement Amount, the Representative Plaintiff and all Aggrieved Employees release Defendant (*i.e.*, ShantiMD Dermatology, f/k/a SkinStyle Dermatology, Inc.) and each of its past, present and future owners, stockholders, all present and former parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and any individual or entity that could be jointly liable with Defendant (the "Releasees") from the "Released Claims" during the period from February 7, 2023 to April 23, 2025. As used in this this paragraph, Releasees shall not include Ohara Aivaz; Fuller Smiles Dental PLLC d/b/a Fuller Smiles, Fuller Smiles Dental PLLC, d/b/a Zen Dentistry, and Arshjot Ahuja.

(b) <u>Released Claims</u>

The "Released Claims" that the Representative Plaintiff and the Aggrieved Employees are releasing for the Settlement Period are defined as: All claims, demands, rights, liabilities, and causes of action that were, or could have been asserted on behalf of the Aggrieved Employees, pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §2698, *et seq.* ("PAGA"), based on alleged violations of Labor Code §§201, 202, 203, 204, 208, 210, 218, 226, 226.3, 226.7, 432, 510, 512, 518, , 1174, 1174.5, , , 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804 *et seq.* (including §§1194.2 and 1194.5), 1197, 1198, 2802, applicable I.W.C. Wage Orders (including Wage Orders 2-2001, 4-2001, and 17-2001), and Los Angeles County's Minimum Wage Ordinance 8.100.010 *et seq.* whether for penalties (including, but not limited to penalties pursuant to Labor Code §§ 210, 218, 226, 226.3, 558, 1174.5, 1197.1, 1199, 2699(f), 2699.3, 2699.5), attorneys' fees and costs (including, but not limited to attorneys' fees and costs pursuant to Labor Code §§ 218.5, 1193.6, and 2699(g), Code of Civil Procedure §1021.5), or interest arising out of the claims at issue, including: alleged unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to provide rest breaks, failure to pay all wages due and owing at termination, failure to reimburse business expenses, and for any shortcomings, deficiencies, and/or inaccuracies in any wage statements or other employment records, including but not limited to any failure to provide such wage statements entirely or failure to provide the requisite elements mandated by the California Labor Code, whether by Labor Code § 226 or otherwise. This release of claims under PAGA is not intended to effect either a release or waiver of any individual or class claims asserted on behalf of the Aggrieved Employees outside of PAGA, nor is it intended to establish *res judicata* against any such claims outside of PAGA. Accordingly, to the extent that any such individual or class claims outside of PAGA presently exist or may be asserted in the future, this Settlement and release will not be raised as a defense to such claims. Similarly, no claims other than those that were brought or could have been brought based on the facts alleged in Plaintiff's LWDA against the Releasees letter shall be considered Released Claims or otherwise released.

9. <u>REPRESENTATIVE PLAINTIFF'S WAIVER OF RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542</u>.

UPON FULL PAYMENT OF THE SETTLEMENT PROCEEDS, FOR PURPOSES OF PLAINTIFF'S RELEASE, PLAINTIFF EXPRESSLY WAIVES AND RELINQUISHES THE PROVISIONS, RIGHTS, AND BENEFITS, IF ANY, OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS:

> 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.

Plaintiff acknowledges that she is assuming the risk that the facts may turn out to be different from what she believes them to be and agrees that the release in this Settlement Agreement shall be in all respects effective unless this Settlement Agreement is not granted approval by the Court in which case this waiver shall be null and avoid, in accordance with Provision 13(e) below, and Plaintiff will be placed back in the same position had she not signed this Settlement Agreement.

10. JOINT MOTION REQUESTING APPROVAL

The Representative Plaintiff shall promptly file a joint motion and proposed order with the presiding Court requesting approval of this settlement, including approval of Representative Plaintiff's Counsel's fees and costs, the incentive payment to the Representative Plaintiff, and the reasonable costs of the Settlement Administrator, and concurrently submit a copy of the joint stipulation and proposed order to the LWDA pursuant to California Labor Code §2699(l). The proposed final order and judgment shall, among other things, ask the Court to permanently bar all Aggrieved Employees from prosecuting any Released Claims against any of the Releasees during the period from February 7, 2023, to April 23, 2025. The Representative Plaintiff shall submit a copy of the presiding Court's judgment or other order to the LWDA within ten (10) days after entry of the judgment or order.

11. CONFIDENTIALITY

The Parties and their counsel agree that they will not issue any press releases or press statements, post any internet disclosures, have any communications with the press or media, or have any communications via social media, about the Lawsuit or the Settlement Agreement, or otherwise publicize the terms of the settlement. Notwithstanding the foregoing, the Parties and their counsel shall be allowed to refer to the settlement in seeking court approval of the same and in communicating with the Settlement Administrator, the LWDA, or Aggrieved Employees regarding the Settlement. Notwithstanding the foregoing, nothing in this Settlement Agreement prevents or restricts Representative Plaintiff from disclosing factual information related to unlawful acts in the workplace or any other conduct that Representative Plaintiff has reason to believe is unlawful. Also, nothing in this Settlement Agreement prevents Representative Plaintiff from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

12. NO TAX ADVICE

Neither counsel for the Representative Plaintiff nor counsel for Defendant intend anything contained herein (or in any other document pertaining to the Lawsuit) to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The Parties and the Aggrieved Employees should rely exclusively upon his, her or its own, independent tax counsel for advice (including tax advice) in connection with this Settlement Agreement and any payments resulting from this settlement.

13. TERMINATION OF SETTLEMENT AGREEMENT

Subject to the obligation of mutual cooperation set forth above, any party may terminate this Settlement Agreement if the Court declines to approve the settlement and enter a final order and judgment substantially in the form submitted by the Parties. Termination shall have the following effects:

(a) The Settlement Agreement shall be terminated and shall have no force or effect and no party shall be bound by any of its terms.

(b) If the settlement is terminated, Defendant shall have no obligation to make any payment to the LWDA, the Aggrieved Employees, the Representative Plaintiff, or Representative Plaintiff's Counsel; however, Defendant shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the settlement has been terminated;

(c) The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the litigation prior to the settlement; and

(d) Neither this Settlement Agreement nor any ancillary settlement documents, actions, statements, or filings in furtherance of settlement (including any matters associated with the mediation) shall be admissible or offered into evidence in the litigation or any other action for any purpose whatsoever, with exception to circumstances requiring the use of this Settlement Agreement, as outlined in Provision 25 below.

(e) Should the Representative Action Settlement Agreement and Release not be granted approval for any reason whatsoever, this Settlement Agreement shall be null and void, and Plaintiff will be placed back in the same position had she not signed this Settlement Agreement.

14. RETURN OF DOCUMENTS AND INFORMATION

The Representative Plaintiff and Representative Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of the Lawsuit. No later than ten (10) days after Representative Plaintiff's Counsel receives any Court-approved award of attorneys' fees, the Representative Plaintiff and Representative Plaintiff's Counsel shall destroy or return to Defendant's counsel the original and all copies of any documents that Defendant produced or provided to the Representative Plaintiff and Representative Plaintiff's Counsel during the Lawsuit. Should Representative Plaintiff's Counsel elect to destroy those documents, Representative Plaintiff's Counsel shall certify under penalty of perjury that such documents have been destroyed.

15. REPRESENTATIONS AND WARRANTIES

Each party to this Settlement Agreement represents and warrants that she or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Settlement Agreement to any other person and that she or it is fully entitled to compromise and settle same.

16. CALIFORNIA LAW

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

17. OWN COUNSEL

Each party hereto acknowledges that he or it has been represented by counsel of her or its own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

18. FURTHER ACTS AND DOCUMENTS

The Parties hereto agree to do such acts and execute all such documents necessary to effectuate the intent of this Settlement Agreement.

19. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and will be effective upon execution by all Parties. Facsimile and/or electronic signatures shall be deemed original signatures for all purposes.

20. HEADINGS

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

21. ENTIRE AGREEMENT

This Settlement Agreement represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each of the Parties covenants that she or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Settlement Agreement and that no promises or representations of another or further consideration have been made by any person. This Settlement Agreement may be amended only by an agreement in writing duly executed by all Parties hereto.

22. BINDING EFFECT

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, assigns and successors-in-interest, and certain intended third-party beneficiaries, including without limitation, the other Releasees.

23. DRAFTING

Each Party hereto has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any Party as drafter of this Settlement Agreement.

24. SEVERABILITY

In the event any covenant or other provision herein (except for the release in Provision 8 herein) is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any covenant, condition or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. NOT EVIDENCE.

This Settlement Agreement shall not be used as evidence in any proceeding other than one to enforce this Settlement Agreement, one to seek the Court's approval of this Settlement Agreement, or one seeking damages arising from a breach of this Settlement Agreement.

26. AUTHORITY

Each Party hereto warrants and represents that each of the persons or entities executing this Settlement Agreement is duly empowered and authorized to do so.

27. ADMINISTRATION OF SETTLEMENT AND COMPLIANCE

The Parties agree that the Los Angeles Superior Court shall retain jurisdiction to enforce the terms of this Settlement Agreement pursuant to California Code of Civil Procedure section 664.6 and California Evidence Code section 1123(b).

WHEREFORE, the Representative Plaintiff, in her capacity as a proxy for the LWDA, and Defendant, by its duly authorized agents or counsel, have executed this Settlement Agreement as of the dates set forth below.

Plaintiff Shirley Ponciano

Executed on 05 / 18 / 2025, 2025

Shirley Ponciano

Defendant ShanthiMD Dermatology, Inc.

Executed on may 22, 2025

SHANTHIMD DERMATOLOGY, INC.

By Shanthi M Colaco (May 22, 2025 12:58 PDT)

Approval As to Form:

On Behalf of the Representative Plaintiff
And the Aggrieved Employees

Executed on 06 / 18 / 2025, 2025

EANET, PC

By Matthew Eanet

Matthew Eanet, Esq.

On Behalf of Defendant:

Executed on June 11, 2025

HUNTON ANDREWS KURTH LLP

By

D. Andrew Quigley, Esq.

<u>EXHIBIT A</u>

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>

<<ADDRESS>> <u>Re</u>: Payment from *Shirley Ponciano v. ShanthiMD Dermatology, Inc., et. al.*,
Dear [INSERT]:

Enclosed, you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Shirley Ponciano v. ShanthiMD Dermatology, Inc., et. al.*, Los Angeles County Superior Court Case No. 24STCV09298 (the "Lawsuit").

The Action was filed by Shirley Ponciano ("Plaintiff") against ShanthiMD Dermatology, Inc., and other Defendants, pursuant to the California Private Attorneys General Act of 2004, Labor Code §§2698 *et seq*. ("PAGA"), asserting the following claims: (1) Failure to Provide Rest Periods; (2) Failure to Provide Required Meal Breaks and Missed Meal Period Premiums; (3) Failure to Pay Minimum Wages; (4) Failure to Provide Overtime Wages; (5) Failure to Pay Final Wages; (6) Failure to Timely Pay all Wages Earned; (7) Failure to Reimburse Business Related Expenses; (8) Failure to Produce Accurate, Itemized Wage Records; (9) Violation of California's Unfair Competition Law; and (10) Violation of Private Attorneys General Act. Plaintiff alleged those violations were committed against ShanthiMD Dermatology, Inc.'s former and current non-exempt employees in California from at least February 7, 2023, to April 23, 2025. ShanthiMD Dermatology, Inc. has denied all liability. The parties reached a settlement, which the Court approved.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement reached by Plaintiff and Defendant. By law, a portion of the amount from that settlement goes to the State of California, while another portion of the settlement amount goes to the Aggrieved Employees. This Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of any of the Defendants.

In a PAGA case, a plaintiff brings a lawsuit on behalf of the State of California seeking penalties under the PAGA law. The law requires that 75% of the net recovery go to the State and the remaining 25% to the affected employees. ShanthiMD Dermatology, Inc.'s records show that you are one of the current or former employees who is entitled to a share of the settlement.

Enclosed is a check for your share of the settlement. You are not a party to this lawsuit, but you and the State are bound by the judgment.

Very truly yours,

[INSERT]

Dropbox Sign

Audit trail

Title	2025-05-15 ShantiMD_Ponciano- PAGA Settlement Agreement...
File name	2025-05-15%20Shan...20%28Final%29.pdf
Document ID	03c36f0cb0623401e6ebcd9c951a0fabc9ee4e56
Audit trail date format	MM / DD / YYYY
Status	Signed

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Document History

SENT	**05 / 16 / 2025** 02:01:56 UTC	Sent for signature to Shirley Ponciano (jesse.ciano@gmail.com) from iris@eanetpc.com IP: 75.82.17.7
VIEWED	**05 / 18 / 2025** 17:24:14 UTC	Viewed by Shirley Ponciano (jesse.ciano@gmail.com) IP: 172.58.209.227
SIGNED	**05 / 18 / 2025** 17:24:22 UTC	Signed by Shirley Ponciano (jesse.ciano@gmail.com) IP: 172.58.209.227
COMPLETED	**05 / 18 / 2025** 17:24:22 UTC	The document has been completed.

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