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Attorneys for Plaintiff Vonda Rodgers

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VONDA RODGERS, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

WEST COAST WOUND AND SKIN CARE,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: 24STCV12428

*[Assigned for All Purposes to the Honorable
Elaine Lu, Department 9]*

**SUPPLEMENTAL DECLARATION OF
KANE MOON IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

PAGA APPROVAL HEARING:

Date: July 16, 2025
Time: 10:00 a.m.
Dept.: 9

Complaint Filed: May 16, 2024
Trial Date: Not Set

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I, KANE MOON, declare as follows:

1. I am an attorney at law duly licensed to practice as such before all Courts of the State of California and am one of the attorneys of record for Plaintiff Vonda Rodgers (“Plaintiff”) and the putative Class. I have personal knowledge of the matters set forth herein and could competently testify to the facts described herein.

2. On March 17, 2025, this Court issued a Minute Order requiring Plaintiff to file and serve a Motion for Approval of PAGA Settlement by no later than May 1, 2025;

3. On May 1, 2025 Plaintiff timely filed her Motion for PAGA Approval. However, at that time, the Settlement Agreement which was attached as Exhibit 1 to the Declaration of Kane Moon was finalized but was not fully executed;

4. On May 7, 2025, the Defendant provided Plaintiff with a fully executed copy of the Settlement Agreement;

5. A true and correct copy of the fully executed Settlement Agreement is attached to the instant Declaration as **Exhibit 1**. The Settlement Agreement and this Declaration were submitted to the Labor and Workforce Development Agency. A true and correct copy of the submission confirmation email is attached the instant Declaration as **Exhibit 2**.

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

Executed on May 8, 2025, at Los Angeles, California.

Handwritten signature

Kane Moon

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff, Vonda Rodgers (“Plaintiff”), individually and in her capacity as the representative of the State of California on behalf of other allegedly aggrieved employees, and Defendant, West Coast Wound and Skin Care, Inc., (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1 DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Vonda Rodgers v. West Coast Wound and Skin Care, Inc. et al.*, Case No. 24STCV12428, initiated on May 16, 2024 in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Simpluris the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former California hourly-paid, non- exempt employees of Defendant employed at any time from May 12, 2023 to through the date the Court approves the settlement.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendant” means the named Defendant West Coast Wound and Skin Care, Inc.
- 1.10. “Defense Counsel” means Rita R. Kanno of Lewis Brisbois Bisgaard & Smith LLP.
- 1.11. “Effective Date” means the date when the Court signs the approval order and judgment.

- 1.12. “Gross Settlement Amount” means Ninety Thousand Dollars and Zero Cents (\$90,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Court’s Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) pursuant to the Settlement.
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19. “PAGA Counsel” means Kane Moon, Allen Feghali, Lilit Ter-Astvatsatryan, and S. Emily Grams of Moon Law Group, PC, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reasonable attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s May 12, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.24. “PAGA Period” means the period from May 12, 2023, through the date the Court approves the settlement.

- 1.25. “Plaintiff” means Vonda Rodgers, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff, Aggrieved Employees and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant, including Defendant’s joint employers, co-employers, members, owners, officers, directors, shareholders, agents, assigns, attorneys, insurers, independent contractors, employees, predecessors, successors, parents, subsidiaries, affiliated entities, related entities or other representatives of any kind, and related parties.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2 RECITALS.

- 2.1 On May 16, 2024, Plaintiff commenced this Action by filing a Class Action Complaint in Los Angeles County Superior Court Case No. 24STCV1248. On or about July 25, 2024, Plaintiff filed a First Amended Complaint, adding a cause of action for Civil Penalties Under the Private Attorneys General Act of 2004 (Labor Code sections 2699, et seq.). On September 3, 2024, the Court issued an Order Granting Dismissal of Class Allegations Against Defendant Without Prejudice. The Order was issued pursuant to a stipulation prepared by the Parties as a result of an enforceable arbitration agreement. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in both the Class Action Complaint and the Operative Complaint, denies any failure to comply with the laws identified in either the Class Action Complaint or the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice dated May 12, 2024.
- 2.3 On October 10, 2024, Plaintiff’s Counsel made a settlement demand. On November 13, 2024, Defendant accepted that offer. Accordingly, the Parties agreed to settle this matter privately without a mediator, which ultimately led to this Agreement.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, policy documents, sample time and pay records for Aggrieved Employees, and data points related to the Aggrieved Employees (“PAGA Data”).
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are aware of two pending matters that are pending matters asserting claims that will be extinguished or affected by the Settlement: (1) *Janet McLeod v. West Coast Wound & Skin Care, Inc., et al.*, filed November 11, 2024, case number 24NNCV05763; and (2) *Monica Lambert v. West Coast Wound & Skin Care*, filed October 1, 2024, case number 24STCV25427.

3 MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay \$90,000.00 and no more as the Gross Settlement Amount, except as provided in Paragraph 4.1 below. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. Prior to disbursing the Gross Settlement Amount, the Administrator will provide a disbursement breakdown to PAGA Counsel and Defense Counsel and will not disburse any funds until the breakdown is approved by both counsel. Any disputes regarding disbursement will be resolved by the Court. Upon receiving approval from counsel, the Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order Approving the PAGA Settlement.:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$30,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$5,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$2,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$90,000.00 less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment as approved by the Court, are to be paid from the Gross Settlement Amount, with 75% allocated to the

LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment on a prorated basis by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of the Individual PAGA Payments.
- 3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods & Escalator Provision. Based on a review of its records to date, Defendant estimates there are approximately 119 Aggrieved Employees who worked a total of approximately 1,545 pay periods ("PAGA Pay Periods"). If the number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 1,545 by more than 15% (i.e. exceed 1,777 pay periods) then, the Gross Settlement Amount will increase proportionate to the pay period increase beyond the threshold (i.e., if number of pay periods exceeds 1,777 by 1%, the Gross Settlement Amount will increase by 1%).
- 4.2 Aggrieved Employee Data. Within 15 days of when the Court signs the Approval Order, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify the Administrator if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than -30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and the PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 Prior to disbursement of any funds, the Administrator will provide a disbursement summary of the calculations for the Individual PAGA Payments, LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment for review and approval by PAGA Counsel and Defense Counsel.

4.4.2 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.3 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5 RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, the LWDA, and Aggrieved Employees will release claims against

all Released Parties as follows:

5.1 Plaintiff's PAGA Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during and in any way related to her employment with Defendant, and throughout the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint in the Action and the PAGA Notice, which includes the California Labor Code Private Attorneys General Act of 2004 (PAGA) claims based on Defendant's alleged failure to pay minimum and overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records for hours worked and meal periods, failure to timely pay wages, failure to provide accurate wage statements, failure to indemnify for necessary business expenses, and all other claims and allegations made or which could have reasonably been made in the Action based on the facts and allegations pled in the Operative Complaint and PAGA Notice ("Plaintiff's PAGA Release"). Plaintiff's PAGA Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's PAGA Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. In addition to Plaintiff's PAGA 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."

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6 **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section

2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are aware of two pending matters asserting claims that will be extinguished or adversely affected by the Settlement, the *Lambert* and *McLeod* matters.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by email, meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by email, meeting in person (if necessary) or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7 SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number, if needed, for any distribution purpose and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be

performed or observed by the Administrator contained in this Agreement or otherwise.

- 8 CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

9 ADDITIONAL PROVISIONS.

- 9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the PAGA Notice and/or Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 9.2 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points

and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Aggrieved Employee Data and PAGA Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Agreement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendant or Defense Counsel unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved

Employee Data and PAGA Data.

- 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon
Allen Feghali
Lilit Ter- Astvatsatryan
S. Emily Grams
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, CA 90017
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: lilit@moonlawgroup.com
Email: segrams@moonlawgroup.com

To Defendant:

Rita R. Kanno
LEWIS BRISBOIS BISGAARD & SMITH LLP
550 West C Street, Suite 1700
San Diego, California 92101
Telephone: 619.233.1006
Facsimile: 619.233.8627
Email: rita.kanno@lewisbrisbois.com

- 9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 9.17 Binding Settlement. This PAGA Settlement Agreement is intended to and shall be fully binding, enforceable, and subject to disclosure, including Evidence Code section 1123 and

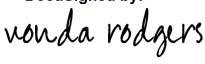
Code of Civil Procedure section 664.6.

- 9.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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ACCEPTANCE BY PLAINTIFF:

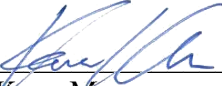
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Vonda Rodgers, Plaintiff

MOON LAW GROUP, PC

Date: 4/8/2025

By: 
Kane Moon
Allen Feghali
Lilit Ter-Astvatsatryan
S. Emily Grams

Attorneys for Plaintiff

ACCEPTANCE BY DEFENDANT:

WEST COAST WOUND AND SKIN CARE,
INC.

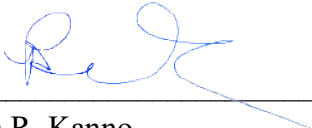
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By: 

On Behalf of WEST COAST WOUND AND
SKIN CARE, INC.

LEWIS BRISBOIS BISGAARD & SMITH LLP

Date: 5/7/2025

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EXHIBIT 2