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11 *situated*

11 [Additional counsel listed on following page]

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN FRANCISCO**

14 LAUREN DANN, KATHRYN CUDE, and  
15 MARY YOON, individually and on behalf of  
16 all others similarly situated,

17 Plaintiffs,

18 vs.

19 THE RODAN + FIELDS COMPANY,  
20 RODAN + FIELDS LLC, DR. KATIE  
21 RODAN, DR. KATHY FIELDS, DIMITRI  
22 HALOULOS, TIM ENG, LAURA BEITLER,  
23 DALIA STODDARD, JESSICA RAEFIELD,  
24 JANINE WEBER, and DOES 1-100

25 Defendants.

Case No.: CGC-24-612800

**CLASS ACTION**

*Assigned for all purposes to: Hon. Jeffrey S.  
Ross, Dept. 606*

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT;  
MEMORANDUM OF POINTS AND  
AUTHORITIES**

[Filed concurrently with Declarations of  
Glenn A. Danas and Annette Kashkarian and  
[Proposed] Order]

**FINAL APPROVAL HEARING**

Date: October 31, 2025  
Time: 2:30 p.m.  
Dept: 606

Complaint filed: March 1, 2024  
FAC filed: May 14, 2024  
SAC filed: June 5, 2025

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**09/30/2025**  
Clerk of the Court

BY: SANDRA SCHIRO  
Deputy Clerk

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14 *Attorneys for Plaintiffs Lauren Dann, Kathryn Cude,*  
15 *Mary Yoon, and all others similarly situated*

1 **TO THE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on October 31, 2025, at 2:30 p.m. in Dept. 606 of the San  
3 Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102,  
4 pursuant to Code of Civil Procedure § 382 and California Rules of Court, rule 3.769, *et seq.*,  
5 Plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon (“Plaintiffs”) will move the Court for an  
6 Order granting final approval on behalf of themselves and the proposed class action settlement  
7 between Plaintiffs and Defendants The Rodan + Fields Company, Rodan + Fields LLC, Dr. Katie  
8 Rodan, Dr. Kathy Fields, Dimitri Haloulos, Tim Eng, Laura Beitler, Dalia Stoddard, Jessica  
9 Raefield, and Janine Weber (“Defendants”). Plaintiffs further move the Court for an Order:

- 10 1. Finally approving the Stipulation of Class and PAGA Action Settlement and Release;
- 11 2. Finally approving class certification of the Class for settlement purposes only;
- 12 3. Finally approving the appointment of Plaintiffs Lauren Dann, Kathryn Cude, and Mary  
13 Yoon as Class Representatives for settlement purposes only;
- 14 4. Finally approving the appointment of Plaintiffs’ Counsel, Clarkson Law Firm, P.C. and  
15 Tycko & Zavareei LLP, as Class Counsel for settlement purposes only;
- 16 5. Finally approving Class Representative Incentive Award of in the amount of \$15,000  
17 to Plaintiff Dann, \$5,000 to Plaintiffs Yoon and Cude each, and \$1,500 to Aja Forner,  
18 Elizabeth Garcia-Flynn, Marlem Jalomo, Elyzabeth Michael, Catrice Miles, and Amy  
19 Somer each;
- 20 6. Finally approving Class Counsel’s attorneys’ fees and costs to Class Counsel  
21 (consisting of \$2,666,666.67 in attorneys’ fees and \$26,018.75 in costs.);
- 22 7. Finally approving an award of \$150,000 in Claims Administrative Costs to KCC Class  
23 Action Services, LLC, dba Verita; and
- 24 8. Granting Final Approval of Class Settlement and Judgment.

25 This Motion is made on the following grounds: (1) the Class continues to meet all the  
26 requirements for class certification for settlement purposes only under Code of Civil Procedure §  
27 382; (2) the Settlement is a fair, adequate, and reasonable compromise of the disputed wage and  
28 hour claims in this case; (3) the proposed attorneys’ fees and costs, Claims Administration Costs,

1 and Representative Plaintiff’s Incentive Awards to Plaintiff are all fair, adequate, and reasonable;  
2 and (4) in view of the foregoing, the Settlement should be finally approved and the [Proposed]  
3 Order Granting Final Approval of the Class Settlement and [Proposed] Judgment should be  
4 entered.

5 This Motion is based on this Notice of Motion; the attached Memorandum of Points and  
6 Authorities; the Declaration of Glenn A. Danas, in support thereof, all exhibits, records, and files  
7 in this action; and any other further evidence or argument that the Court may properly receive at  
8 or before the hearing.

9  
10 Dated: September 30, 2025

Respectfully submitted,

11 **CLARKSON LAW FIRM, P.C. &**  
12 **TYCKO & ZAVAREEI LLP**

13 */s/ Glenn A. Danas*

14 \_\_\_\_\_  
Glenn A. Danas  
15 Kristen G. Simplicio  
Maxim Gorbunov  
Shana H. Kader  
Emily Feder Cooper

16 *Attorneys for Plaintiffs Lauren Dann, Kathryn Cude,*  
17 *Mary Yoon, and all others similarly situated*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon (“Plaintiffs”) seek Final Approval of a  
4 proposed \$8,000,000.00 non-reversionary, wage and hour class action settlement with The Rodan + Fields  
5 Company, Rodan + Fields LLC, Dr. Katie Rodan, Dr. Kathy Fields, Dimitri Haloulos, Tim Eng, Laura  
6 Beitler, Dalia Stoddard, Jessica Raefield, and Janine Weber (“Defendants,” and together with Plaintiffs, the  
7 “Parties”).

8 The proposed settlement satisfies all the criteria for settlement approval under California law. A  
9 presumption of fairness exists as the Settlement was reached through extensive, mediated arm’s-length  
10 negotiations, sufficient investigation and discovery allowed Class Counsel to act intelligently, and Class  
11 Counsel is experienced in similar wage-and-hour litigation. The settlement will provide substantial  
12 monetary payments to approximately 42,481 class members. As of the end of the Response Period on  
13 September 26, 2025, there are no objections to the settlement and only three requests for exclusion.  
14 (Kashkarian Decl., ¶¶ 11-12.) Thus, the proposed Settlement is fair, reasonable, and adequate and is in the  
15 best interests of the Settlement Class Members.

16 Plaintiffs request attorney’s fees in the amount of \$2,666,666.67; reimbursement of costs and  
17 expenses in the amount of \$26,018.75; a Service Payment in the amount of \$15,000 to Plaintiff Dann,  
18 \$5,000 to Plaintiffs Yoon and Cude each, and \$1,500 to Aja Forner, Elizabeth Garcia-Flynn, Marlem  
19 Jalomo, Elyzabeth Michael, Catrice Miles, and Amy Somer each, who were retained by Class Counsel and  
20 contributed to the resolution of this case by providing important information and documents;  
21 Administrative Costs of \$150,000.00; and a PAGA allocation of \$500,000.00, with a 75% allocation to the  
22 California Labor Workforce Development Agency “LWDA”) in the amount of \$375,000 and a 25%  
23 allocation to Aggrieved Employees in the amount of \$125,000, are also reasonable and thus should be  
24 approved by the Court.

25 Accordingly, Plaintiffs respectfully request the Court grant final approval of the Settlement.

26 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT**

27 **A. Plaintiffs’ Claims**

28 This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Lab. Code, § 2699, et

1 seq.) representative action. Plaintiffs and putative class members worked in California as independent  
2 contractors for Defendants during the class period, selling Defendants’ products as “Brand Consultants.”  
3 Defendants sell beauty products throughout the United States, including in California. Defendants recently  
4 changed their business model from a multi-level marketing business (MLM) to a direct-to-consumer  
5 model.<sup>1</sup> (Declaration of Glenn Danas in Support of Plaintiffs’ Motion for Final Approval of Class Action  
6 Settlement [“Danas Decl.”], ¶ 2.)

7 Plaintiffs allege that Defendants willfully misclassified their salesforce of Brand Consultants as  
8 independent contractors, failed to pay minimum wage or overtime, failed to provide compliant meal and  
9 rest periods or pay premiums, required Plaintiffs and Class Members to perform work off-the-clock without  
10 compensation, and failed to reimburse necessary business expenses. Based on these allegations, Plaintiffs  
11 assert related claims for failure to provide accurate wage statements, failure to timely pay all final wages at  
12 termination, unfair business practices, and civil penalties under PAGA. (Danas Decl., ¶ 3.)

13 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the  
14 laws identified in in the Operative Complaint, and deny all liability for the causes of action that are or  
15 reasonably could have been alleged based on the facts in the Operative Complaint. (Settlement, ¶ 2.6.)

16 On March 1, 2024, Plaintiff Dann filed a putative wage-and-hour class action complaint against  
17 Defendants for: (1) Failure to Pay Minimum Wage and Liquidated Damages; (2) Failure to Provide Meal  
18 Periods or Meal Premium Wages; (3) Failure to Provide Rest Periods or Rest Break Premium Wages; (4)  
19 Failure to Keep Requisite Payroll Records; (5) Failure to Provide Timely and Accurate Wage Statements;  
20 (6) Failure to Timely Pay Wages ; and (7) Failure to Pay Wages Upon Separation; (8) Failure to Reimburse  
21 Business Expenses; and (9) Unfair Competition (Bus. & Prof. Code, § 17200 et seq.). (Danas Decl., ¶ 4.)

22 On May 14, 2024, Plaintiff Dann filed her First Amended Class Action Complaint, which added a  
23 cause of action for civil penalties under PAGA. (Danas Decl., ¶ 5.) On June 5, 2025, Plaintiff Dann filed a  
24 stipulation for leave to file her Second Amended Class Action Complaint. (*Ibid.*) Attached to the stipulation  
25 was a true and correct copy of the Second Amended Complaint which sought to add two additional  
26 plaintiffs, Kathryn Cude and Mary Yoon, as well as conform the class definitions more closely to the

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27 <sup>1</sup> *Rodan + Fields’ Business Changes & What They Mean for You*, THE R+F SOURCE BLOG,  
28 <https://www.rodanandfields.com/en-us/blog/uncategorized/rodan-fields-business-changes-and-what-they-mean-for-you> (last accessed on Apr. 17, 2025)

1 definition in the settlement agreement (“Operative Complaint”). (*Ibid.*) Other than those changes, the  
2 Operative Complaint is substantively identical to the First Amended Class Action Complaint. (*Ibid.*)

### 3 **B. Discovery and Investigation**

4 Plaintiffs’ counsel undertook a lengthy investigation before bringing this lawsuit, including  
5 researching the MLM industry generally, R+F’s specific business model, and extensive legal analysis of  
6 the direct sales exemption to AB 5, codified at California Unemployment Code section 650. (Danas Decl.,  
7 ¶ 7.) After filing the Complaint, the Parties exchanged documents and information before mediating this  
8 action. (*Ibid.*) Defendants produced various documents and information including data showing the account  
9 enrollment and termination dates of putative class members, policies and procedures that governed putative  
10 class members, and data reflecting payments made to and purchases made by putative class members.  
11 (*Ibid.*) Defendants also provided extensive non-public financial records and information evidencing their  
12 inability to pay a larger settlement. (*Ibid.*) Before filing, and in preparation for mediation, Plaintiffs’ counsel  
13 consulted at length with Plaintiffs and others regarding their experiences, including a thorough review of  
14 materials they provided. (*Ibid.*)

15 After reviewing and analyzing documents regarding Defendants’ policies and practices, documents  
16 showing payments to Brand Consultants and purchases made by Brand Consultants, and other documents  
17 related to the claims, Class Counsel was able to evaluate the probability of R+F’s success on a motion to  
18 compel arbitration and likely impact of *Viking River v. Moriana* (2022) 596 U.S. 639, on the progression  
19 of the PAGA claims in the event Defendants were successful on arbitration. (Danas Decl., ¶ 8.) Class  
20 Counsel also evaluated the likelihood of success on class certification, success on the merits, and  
21 Defendants’ maximum monetary exposure for all claims. (*Ibid.*) Crucially here, Class Counsel’s financial  
22 expert carefully reviewed non-public financial documents produced by Defendants. (*Ibid.*) Class Counsel  
23 also investigated the applicable law regarding the defenses Defendants indicated they would assert in the  
24 Litigation. (*Ibid.*) Class Counsel reviewed these records and prepared a damages analysis prior to  
25 mediation. (*Ibid.*)

### 26 **C. Settlement Negotiations**

27 On July 5, 2024, the Parties participated in private mediation via Zoom with experienced class  
28 action mediator, Hon. Louis Meisinger (Ret.) (Danas Decl., ¶ 8.) The settlement negotiations were

1 conducted at arm’s length and were adversarial. (*Ibid.*) The Parties went into the mediation willing to  
2 explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position  
3 through trial and appeal if a settlement had not been reached. (*Ibid.*)

4 After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs’  
5 claims and Defendant’s defenses, the Parties were able to reach a resolution, the material terms of which  
6 are encompassed within the Settlement Agreement.<sup>2</sup> (Danas Decl., ¶ 9.)

7 Indeed, the **\$8,000,000** Settlement represents a sizeable recovery for a high-risk case in which class  
8 members may well have received nothing. (Supp. Danas Decl., ¶¶ 2-23.) Although Class Counsel  
9 estimated that Defendant’s maximum potential liability for all claims could approach \$460 million, several  
10 factors make it extraordinarily unlikely that such an amount would ever be awarded or recovered.<sup>3</sup> (*Ibid.*)  
11 Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result  
12 for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed  
13 relief and will avoid the risk of protracted litigation and an unfavorable judgment. Although Defendants  
14 deny all of Plaintiffs’ claims and contend Plaintiffs would not succeed on the merits of their claims or in  
15 certifying those claims for class treatment, Defendants nonetheless agreed to resolve this action through  
16 settlement to avoid the expense, distraction, and uncertainty of protracted litigation. Plaintiffs explained  
17 these risks in greater detail in their motion for preliminary approval filed on May 6, 2025 and supplemental  
18 briefing filed on June 6, 2025.

19 **D. Key Terms of the Proposed Settlement**

20 In drafting the settlement agreement, the Parties used the Los Angeles County Superior Court’s  
21 Form Class Action and PAGA Settlement Agreement and Class Notice as the template.

22 1. Settlement Class: For settlement purposes only, the Parties agree to the certification of a  
23 class pursuant to California Code of Civil Procedure section 382 defined as: “all persons who entered into  
24

25 <sup>2</sup> The Settlement Agreement is attached as Exhibit D to the Supplemental Declaration of Glenn A,  
26 Danas in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed  
on June 6, 2025 (“Supp. Danas Decl.”).

27 <sup>3</sup> See, e.g., *In re Uber FCRA Litig.* (N.D. Cal. June 29, 2017, No. 14-cv-05200-EMC) 2017 U.S.  
28 Dist. LEXIS 101552, at \*18 (approving \$7.5 million settlement despite potential liability ranging  
from \$100 million to \$1 billion where Plaintiffs faced significant risks including an arbitration  
agreement.)

1 Consultant Agreements with Defendants in California for the purpose of selling Rodan + Fields’s products  
2 in exchange for commissions, and who were classified by Rodan + Fields as “independent contractors”  
3 during the Class Period.” (Settlement, ¶ 1.6.)

4 2. Class Period: Defined as the period from March 1, 2020, to the date when the Court grants  
5 preliminary approval of the settlement. (Settlement, ¶ 1.13.)

6 3. Class Member: Defined as “a member of the Class, as either a Participating Class Member  
7 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an  
8 PAGA Claimant).” (Settlement, ¶ 1.10.)

9 4. Participating Class Member: Defined as a Class Member who does not submit a valid and  
10 timely Request for Exclusion from the Settlement. (Settlement, ¶ 1.39.)

11 5. Non-Participating Class Member: Defined as any Class Member who opts out of the  
12 Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion. (Settlement,  
13 ¶ 1.30.)

14 6. PAGA Claimant: Defined as all persons who entered into Consulting Agreements with  
15 Defendants in California, and who were classified by Defendants as an “independent contractor” on or after  
16 March 1, 2023 and ending on the date the motion for preliminary approval is granted. (Settlement, ¶ 1.4.)

17 7. PAGA Period: Defined as the period from March 1, 2023, to the date the motion for  
18 preliminary approval is granted. (Settlement, ¶ 1.35.)

19 8. Maximum Settlement Amount: “\$8,000,000 which is the total amount Defendants agrees  
20 to pay under the Settlement, except as provided in Paragraphs 4.3.2 and 8 of the Settlement Agreement, in  
21 full and complete settlement of this matter, which sum includes Individual Class Payments, all Individual  
22 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel  
23 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service  
24 Payment. Except as provided in Section 4.4.2, no money will revert to the Defendants. Payments to  
25 Plaintiffs and Settlement Class Members of the Individual Class Payments, all Individual PAGA Payments,  
26 the LWDA PAGA Payment, will be made from the Maximum Settlement Amount shall be considered  
27 non-wages for which an IRS Form 1099 will be issued.” (Settlement, ¶ 1.24.)

28 9. Uncashed Checks: For any Class Member whose Individual Class Payment check or

1 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall  
2 transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation  
3 consistent with Code of Civil Procedure Section 384, subdivision (b) (“Cy Pres Recipient”). (Settlement,  
4 ¶ 4.3.5.) The settlement agreement required the Parties to select the Cy Pres Recipient prior to filing their  
5 motion for final approval of the settlement. (*Ibid.*) The Parties have conferred and selected Dress for Success  
6 (<https://dressforsuccess.org/>) as the Cy Pres Recipient subject to court approval. (Danas Decl., ¶ 14.)

7 10. Release by Participating Class Members Who Are Not PAGA Group Members: All  
8 individual Plaintiffs and Settlement Class Members release the Released Parties from all claims that were  
9 asserted or could have been asserted in the PAGA notices, the operative complaint, and any future  
10 amendments to the operative complaint up through the date a final judgment is issued finally approving the  
11 settlement to the extent such claims arise out of and/or relate to the facts and claims alleged by Plaintiffs in  
12 this case. (Settlement, ¶ 5.2.)

13 11. Release by PAGA Claimants: All PAGA Claimants are deemed to release, on behalf of  
14 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,  
15 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or  
16 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint  
17 relating to the employment status and classification and related violations. (Settlement, ¶ 5.3.)

18 12. No Reversion: “Except as otherwise provided by Section 4.4.2 of the Settlement  
19 Agreement, none of the Maximum Settlement Amount will revert to Defendants.” (Settlement, ¶ 1.23.) The  
20 Settlement Agreement requires Defendants to make payments in installments, with the first payment due  
21 prior to the final approval of the settlement. The purpose of Section 4.4.2 is to allow Defendants to claw  
22 back any payments previously made “[i]n the event the Court does not enter Judgment on or fails to issue  
23 an Order granting Final Approval, or such Judgment does not become final for purposes of creating an  
24 Effective Date” (Settlement, ¶ 4.2.2.)

25 13. PAGA Payment and Allocation: Defined as the \$500,000.00 from the Total Maximum  
26 Settlement Amount allocated to civil penalties under the Private Attorneys General Act, Labor Code  
27 section 2698, et seq. (“PAGA”). 25% of the PAGA Payment (\$125,000.00) will be allocated to the PAGA  
28 Group and 75% to LWDA (\$375,000.00) in settlement of PAGA claims. (Settlement, ¶¶ 1.38; 3.2.5.)

1           14.    Net Settlement Amount: Defined as the Maximum Settlement Amount, less the following  
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,  
3 Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses  
4 Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class  
5 Members as Individual Class Payments. (Settlement, ¶ 1.29.)

6           15.    Distribution Formula: The disbursement amount for each Class Member will be based on  
7 a point system (Settlement, Schedule 1.) Since the claims are based on number of hours worked and amount  
8 of unreimbursed expenses, this formula seeks to provide larger payments to those Class Members who  
9 worked more hours and who accumulated larger amounts of unreimbursed expenses. This formula also  
10 seeks to avoid providing an excessive amount of the settlement amount to those Class Members who kept  
11 their accounts active but stopped performing work. Class Members will receive a pro-rata share of the Net  
12 Settlement Amount based on how many points they receive. All Class Members will receive an amount of  
13 points based on how long their account was active. Moreover, Class Members were given the opportunity  
14 to submit additional information using the Claim Form to increase the amount of points received by  
15 providing additional information under penalty of perjury to show that they spent additional expenses or  
16 hours in their work as a Consultant.

17           16.    Tax Allocation: Any settlement money paid to Participating Class Members will be  
18 allocated 100% as non-wages. The Settlement administrator will issue an IRS Form 1099. (Settlement, ¶  
19 3.2.4.1.)

20           17.    Class Representative Service Payment: Subject to Court approval, Plaintiff Lauren Dann  
21 shall be paid a service award not to exceed \$15,000.00, Plaintiffs Kathryn Cude and Mary Yoon shall be  
22 paid \$5,000, and Class Members Aja Forner, Elizabeth Garcia-Flynn, Marlem Jalomo, Elyzabeth Michael,  
23 Catrice Miles, and Amy Somer, who were retained by Class Counsel prior to the mediation and who  
24 contributed to the resolution of this case by their provision of information and documents, shall each be  
25 paid \$1,500. (Settlement, ¶¶ 1.33, 3.2.1.) If the Court approves a lesser Service Payment, then the  
26 unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the  
27 participating Class Members on a pro-rata basis. (Settlement, ¶ 3.2.1.)

28           18.    Attorneys' Fees and Costs: Defendants will not oppose a fee application of up to 33 1/3%

1 (\$2,666,666.67) of the Maximum Settlement Amount, plus out-of-pocket costs not to exceed \$30,000.00.  
2 (Settlement, ¶ 3.2.2.) the costs incurred by Class Counsel are \$12,392.38 incurred by Clarkson Law Firm  
3 and \$13,626.37 incurred by Tycko & Zavareei. (Declaration of Kristen Simplicio in Support of Plaintiffs’  
4 Motion for Award of Attorneys’ Fees, Costs, and Service Award [“Simplicio Decl.”], ¶ 66; Declaration of  
5 Shana Khader in Support of Plaintiffs’ Motion for Award of Attorneys’ Fees, Costs, and Service Award  
6 [“Khader Decl.”], ¶ 8.)<sup>4</sup>

7 19. Notice of Proposed Class Action Settlement: The Notice sets forth in plain terms, a  
8 statement of the case, the terms of the Settlement Agreement, the approximate amount of attorneys’ fees,  
9 costs, and service award being sought, and an explanation of how the settlement allocations are calculated.  
10 (Supp. Danas Decl., ¶ 24; Ex. A.) The Notice also included information on how class members can object  
11 to the settlement or opt-out in the event they decide not to participate in the settlement.

12 **E. Preliminary Settlement Approval, Class Notice, and Settlement Administration.**

13 This Court issued an Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action  
14 Settlement on June 20, 2025. (Danas Decl., ¶ 6.)

15 Altogether, notices explaining class member rights were sent out to all 42,481 class members.  
16 (Kashkarian Decl., ¶¶ 3-5.) *There are no objections to the settlement and only three requests for*  
17 *exclusion.* (*Id.* at ¶¶ 11-12.) Through the settlement website, Class Members could submit or print out a  
18 claim form. Class Members were able to submit these claim forms to update their information such as their  
19 address, the amount of weeks they worked, or the amount they spent on expenses working for Defendants.

20 **III. THE SETTLEMENT MERITS FINAL APPROVAL**

21 The law favors the settlement of lawsuits, particularly in class actions and other complex cases.  
22 (See, e.g., *Neary v. Regents of Univ. of California* (1992) 3 Cal.4th 273, 277–81;  
23 *Wolstoncroft v. County of Yolo* (2021) 68 Cal.App.5th 327, 340 [“Our Supreme Court ‘recognized a century  
24 ago that settlement agreements “are highly favored as productive of peace and good will in the  
25 community,” as well as “reducing the expense and persistency of litigation.”].) )

26 Factors to be considered in evaluating a class action settlement include “the strength of plaintiffs’

27 \_\_\_\_\_  
28 <sup>4</sup> The Declarations of Kristen Simplicio and Shana Khader in Support of Plaintiffs’ Motion for Award of Attorneys’ Fees, Costs, and Service Award were filed on August 8, 2025.

1 case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class  
2 action status through trial, the amount offered in settlement, the extent of discovery completed and the stage  
3 of the proceedings, the experience and views of counsel, the presence of a governmental participant, and  
4 the reaction of the class members to the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008)  
5 168 Cal.App.4th 116, 128.) A presumption that a settlement is fair and reasonable exists where, as here,  
6 the following four factors are present: “(1) the settlement is reached through arm’s length bargaining; (2)  
7 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is  
8 experienced in similar litigation; and (4) the percentage of objectors is small.” (*Wershba v. Apple*  
9 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.)

10 Whether a class action settlement should be approved is a question committed to the trial court’s  
11 broad discretion. (*Wersha, supra*, 91 Cal.App.4th at pp. 234–35.) In exercising its discretion, the Court  
12 should give “[d]ue regard ...to what is otherwise a private consensual agreement between the parties.”  
13 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “The inquiry ‘must be limited to the extent  
14 necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by,  
15 or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable  
16 and adequate to all concerned.” (*Ibid.* [internal citations omitted].)

17 **A. The Settlement Reflects a Reasonable Compromise.**

18 The Settlement represents a significant percentage of the maximum damages that may have been  
19 awarded to the class in this case if they had prevailed at trial. The Settlement, of course, reflects a  
20 compromise. The amount of settlement benefits accounts for all litigation risks related to obtaining class  
21 certification, proving Defendant’s liability, and proving Class Members’ damages. Considering all the  
22 defenses asserted by Defendant which posed substantial litigation risks, a compromise effectively awarding  
23 Class Members a significant percentage of the maximum value of their claims is eminently fair and  
24 reasonable.

25 Because of the Settlement, and through the efforts of Plaintiffs and Class Counsel, Class Members  
26 will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment. Indeed, in this  
27 case, Class Members faced the potential of not receiving any payments due to various risks including Rodan  
28 + Fields’ potentially enforceable arbitration agreement and financial situation. (Supp. Danas Decl., ¶¶ 2-

1 23.)

2 To be sure, Defendant ultimately will pay less under the settlement than it would have had to pay  
3 if Plaintiffs had achieved a judgment on claims at trial. But a settlement requiring a defendant to pay the  
4 full amount of its potential damages is rarely achieved. As the Ninth Circuit has observed, “the very essence  
5 of a settlement is compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” (*Officers for  
6 Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615,  
7 624.) Thus, a proposed settlement “is not to be judged against a hypothetical or speculative measure of  
8 what might have been achieved by the negotiators.” (*Id.* at p. 625.) A court’s “intrusion upon what is  
9 otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the  
10 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching  
11 by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable  
12 and adequate to all concerned.” (*Ibid.*)

13 **B. The Parties Reached the Settlement Through Arms-Length Negotiations Following**  
14 **Informal Discovery.**

15 The Parties reached the Settlement following extensive negotiations during a full day of mediation  
16 with experienced employment mediator, Hon. Louis Meisinger (Ret.) (Danas Decl., ¶ 9.) The settlement  
17 negotiations were conducted at arm’s length and, although conducted in a professional manner, were  
18 adversarial. (*Ibid.*) The Parties went into the mediation willing to explore the potential for a settlement of  
19 the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a  
20 settlement had not been reached. (*Ibid.*)

21 Before the mediation, Class Counsel conducted informal discovery concerning the claims set forth  
22 in the Litigation, obtaining and analyzing data showing the account enrollment and termination dates of  
23 putative class members, policies and procedures that governed putative class members, and data reflecting  
24 payments made to and purchases made by putative class members. (Danas Decl., ¶ 9.) Defendants also  
25 provided various financial records and information evidencing their inability to pay a larger settlement.  
26 (*Ibid.*) In conjunction with their extensive factual investigation, Class Counsel investigated the applicable  
27 law regarding the claims and defenses asserted in the Litigation. (*Ibid.*) Thus, Plaintiffs and their counsel  
28 were able to act intelligently and effectively in negotiating the proposed Settlement. (*Ibid.*)

1           **C.       Class Counsel Has Extensive Experience in Class Action Litigation**

2           Class Counsel has considerable experience and has demonstrated competence with litigating wage  
3 and hour class actions. (Simplicio Decl., ¶¶ 53-59; Khader Decl., ¶¶ 4-6.) Class Counsel has substantial  
4 experience in all facets of litigation in state and federal court, including discovery, law and motion, trial,  
5 appeals, arbitration and mediation. (*Ibid.*) Class Counsel has litigated numerous class actions on behalf of  
6 plaintiffs and have been lead counsel or otherwise exercised significant case handling responsibilities in  
7 numerous cases resulting in millions of dollars in class action settlements. (*Ibid.*)

8           Based on Class Counsel’s experience as employment and class action attorneys, Class Counsel is  
9 eminently qualified to evaluate the strength of Plaintiffs’ claims, the strength of Defendant’s defenses  
10 against certification, the strength of Defendant’s defenses on the merits, and the fairness of the Settlement.  
11 In fact, Class Counsel is in a unique position to assess these merits issues because they are currently  
12 litigating wage and hour class and PAGA cases against other MLM industry companies and are unaware  
13 of any other plaintiffs’ firm in California handling such cases. (Simplicio Decl., ¶ 59.) Their opinion that  
14 final approval of the Settlement would be in the best interests of class members given the significant risks  
15 of litigation is entitled to “considerable” weight. (See *Kullar, supra*, 168 Cal.App.4th at 129 [“The court  
16 undoubtedly should give considerable weight to the competency and integrity of counsel and the  
17 involvement of a neutral mediator in assuring itself that a settlement agreement represents an arms-length  
18 transaction entered without self-dealing or other potential misconduct”].)

19           **D.       The Response to the Settlement Has Been Overwhelmingly Positive, as Indicated by**  
20           **the Lack of Even a Single Objection.**

21           No class member has objected to the Settlement and only three class members have requested  
22 exclusion from the Settlement. (Kashkarian Decl., ¶¶ 11-12.) The overwhelmingly positive response of  
23 the class strongly supports final approval of the Settlement. (See, e.g., *Senne v. Kan. City Royals Baseball*  
24 *Corp.* (N.D. Cal. Mar. 29, 2023, No. 14-cv-00608 JCS) 2023 U.S. Dist. LEXIS 54274 at \*29 [An  
25 “overwhelmingly positive” response “strongly supports approval of the settlement”].)

26           Factors to be considered in evaluating a class action settlement include “the reaction of the class  
27 members to the proposed settlement.” (*Kullar, supra*, 168 Cal.App.4th at p. 128.) The reaction here has  
28 been overwhelmingly positive. Courts have approved class action settlements in lesser circumstances.

1 (See, e.g., *Senne*, *supra*, 2023 U.S. Dist. LEXIS 54274 at \*29 [out of 24,152 class members, Fifty-seven  
2 class (57) class members opting out and twelve (12) objectors is an “overwhelmingly positive” response  
3 that “strongly supports approval of the settlement”]; *Nunez v. BAE Sys. San Diego Ship Repair Inc.* (S.D.  
4 Cal. 2017) 292 F.Supp. 3d 1018, 1040 [out of 1,970 class members, one (1) class member opting out and  
5 twelve (6) filing objections is an “overwhelming positive response” that “strongly supports final approval.];  
6 *Hughes v. Microsoft Corp.* (W.D. Wash. March 21, 2001, No. C98-1646C, No. C93-0178C) 2001 U.S.  
7 Dist. LEXIS 5976, at \*23 [court found that the “class members overwhelmingly support[ed] the  
8 settlement” where there were over 37,000 notices sent out, 2,745 class members participated in the  
9 settlement, “only nine objections were submitted”, and there were 86 timely opt-outs and over 20 additional  
10 defective or untimely opt-outs, “these indicia of the approval of the class of the terms of the settlement  
11 support a finding of fairness under Rule 23.”].)

12 **E. The PAGA Allocation is Fair, Just, and Reasonable.**

13 Plaintiffs seek preliminary approval of a proposed \$8,000,000.00 non-reversionary, wage, and hour  
14 class and PAGA action settlement with Defendants. The Settlement will provide substantial monetary  
15 payments to approximately 42,481 class members. The proposed Settlement satisfies all the criteria for  
16 settlement approval under California law for the class, as previously discussed in the Motion for Preliminary  
17 Approval, and the PAGA claims, as discussed in the Motion and herein in additional detail.

18 The Settlement was reached after extensive investigation, informal discovery, and negotiations.  
19 The negotiations were at arms-length and were facilitated by an experienced class action mediator, Hon.  
20 Louis Meisinger (Ret.), over the course of a full day of mediation that was conducted via Zoom.

21 The settlement includes \$500,000.00 allocated to Plaintiffs’ claims under PAGA, with 75% of  
22 which (\$375,000.00) will be paid to the LWDA and 25% (\$125,000.00) being paid to the Participating  
23 PAGA Members. The Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56,  
24 provided guidance on this issue of the evaluation of a PAGA settlement or allocation. In *Moniz*, the court  
25 found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA  
26 settlements. (*Id.*, at p. 64.) The court also held that the trial court must assess “the fairness of the settlement’s  
27 allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at pp. 64–65.) Here,  
28 Plaintiffs addressed the potential risks in this action in their preliminary approval briefing, as it related to

1 the entire action. Since the PAGA violations stem from the same violations as the class claims, the fairness  
2 analysis would be essentially the same, which the Court has already preliminary found that Class Counsel  
3 and Plaintiffs have fairly and adequately represent and protect the interests of the absent Class Members.

4 Of course, reductions must be made for the strength of the case, and the time and expense of  
5 obtaining recovery. Even assuming success on the merits of each claim, PAGA gives the court discretion  
6 to reduce penalties for a variety of reasons, including where “based on the facts and circumstances of the  
7 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or  
8 confiscatory.” (Lab. Code, § 2699, subd. (e)(2).) These factors make the result hard to predict. The statute  
9 does not expressly address what allocation of a hybrid class/PAGA settlement must allocated to the PAGA  
10 claims. However, similar or lesser allocations have been approved. (*Singh v. Roadrunner Intermodal Servs.,*  
11 *LLC* (E.D. Cal. Jan. 24, 2019, No. 1:15-cv-01497-DAD-BAM) 2019 U.S. Dist. LEXIS 11724, at \*18  
12 [approving \$100,000 allocation to PAGA for an estimated 9.25 million dollar settlement, or 1% settlement  
13 allocation.]; *Syed v. M-I, L.L.C.* (E.D. Cal. Feb. 22, 2017, No. 1:12-cv-01718-DAD-MJS) 2017 U.S. Dist.  
14 LEXIS 24880, at \*35 [approving \$100,000 PAGA penalty for a California class with a \$3.95 million gross  
15 settlement payment].)

16 This allocation is fair, just and reasonable and provides the relief anticipated by the PAGA statute.

17 **IV. THE COURT SHOULD AWARD PLAINTIFF THE REQUESTED AMOUNTS OF**  
18 **ATTORNEYS’ FEES, COSTS AND AN SERVICE PAYMENT.**

19 Under the Settlement, subject to the Court’s approval, Defendant has agreed not to oppose Class  
20 Counsel’s request for reasonable attorneys’ fees in the amount of \$2,666,666.67, which is 33 1/3% of the  
21 Settlement Amount, and Litigation costs in an amount not to exceed \$30,000.00 for litigating this Action,  
22 which shall be paid from the Settlement Amount. In addition, Defendant will not oppose an application for  
23 the payment of Administrative Costs in the amount of \$150,000.00 and a Class Representative Service  
24 Payment in the amount of \$15,000 to Plaintiff Dann, \$5,000 to Plaintiffs Yoon and Cude each, and \$1,500  
25 to Aja Forner, Elizabeth Garcia-Flynn, Marlem Jalomo, Elyzabeth Michael, Catrice Miles, and Amy  
26 Somer, who were retained by Class Counsel and contributed to the resolution of this case by their provision  
27 of information and documents, to be paid from the Settlement Amount. The proposed attorneys’ fees and  
28 expenses were disclosed to the Class Members in the Notice of Proposed Class Action Settlement. These

1 amounts were also further explained in Plaintiffs’ motion for award of attorney’s fees, costs, and service  
2 awards, which Plaintiffs filed on August 8, 2025. This motion and its supporting documents were uploaded  
3 to the settlement website for Class Member to view.

4 “In general, questions whether a settlement was fair and reasonable, whether notice to the class was  
5 adequate, whether certification of the class was proper, and whether the attorney fee award was proper are  
6 matters addressed to the trial court’s broad discretion.” (*Wershba, supra*, 91 Cal.App.4th at pp. 234–235.)  
7 “Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier  
8 method and the percentage of recovery method.” (*Id.* at p. 254; *Vincent v. Hughes Air West, Inc.* (9th Cir.  
9 1977) 557 F.2d 759, 769.)

10 Plaintiffs filed their motion for award of fees, costs, and service awards on August 8, 2025 (“Fees  
11 Motion”). In their Fees Motion, Plaintiffs provided detailed justification for the attorneys’ fees, litigation  
12 costs, and Service Payments they are seeking. Since Plaintiffs addressed this in their motion for fees,  
13 Plaintiffs will only summarily address these items and provide supplemental information.

14 **A. Attorneys’ Fees Sought by Class Counsel Are Reasonable.**

15 Under the settlement, Defendants have agreed not to oppose Class Counsel’s request for reasonable  
16 attorneys’ fees in the amount of \$2,666,666.67, which is 33 and 1/3% of the Settlement Amount. In their  
17 Fees Motion, Plaintiffs have provided detailed briefing justifying the award of attorneys’ fees in this Action,  
18 detailing the significant amount of work done, despite the Action resolving at early mediation. Class  
19 Counsel have also provided support of the reasonableness of the fee award with significant lodestar  
20 amounts. Since the filing of the Fees Motion, Class Counsel have spent additional hours on this matter.  
21 These hours encompass reviewing, revising, and finalizing the Fees Motion; speaking with class members  
22 who contacted Class Counsel with questions; and preparing for final approval including drafting of this  
23 brief. (Danas Decl., ¶ 11.) Since filing the Fees Motion, Class Counsel have spent an additional 124.9 hours  
24 working on this matter. (*Id.*) Class Counsel’s updated lodestar is \$1,156,257.23. (Danas Decl. ¶ 12.)  
25 Accordingly, Class Counsel’s request for \$2,666,666.67 is reasonable and fair as it is based on a multiplier  
26 of 2.31. (Fees Motion, pp. 18:21–19:12.)

1           **B.       Litigation Costs Requested by Class Counsel Are Reasonable.**

2           In their Fees Motion, Class Counsel requested to be reimbursed for \$25,865.49. Since the filing of  
3 the Fees Motion, Class Counsel have incurred an additional \$153.26 in litigation expenses related to filing  
4 and serving of documents. Accordingly, Class Counsel requests reimbursement of \$26,018.75 expenses.  
5 (Simplicio Decl., ¶ 66; Danas Decl., ¶ 13.) Defendant has agreed that it will not oppose any cost award  
6 request up to \$30,000. (Settlement, § 3.2.2.) The categories of costs are set forth in the accompanying  
7 Declaration of Glenn Danas, and these costs are easily seen to be both reasonable and necessary. As further  
8 discussed in the Fees Motion, the attorneys’ fees award here is reasonable.

9           **C.       The Service Payment to Plaintiffs is Reasonable**

10          Named Plaintiffs in class action lawsuits “are eligible for reasonable incentive payments to  
11 compensate them for the expense or risk they have incurred in conferring a benefit on other members of  
12 the class.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412.)

13          Under the Settlement Agreement, subject to the Court’s approval, Defendant agreed to pay a  
14 Service Award in the amount of \$15,000 to Plaintiff Dann, \$5,000 to Plaintiffs Yoon and Cude each, and  
15 \$1,500 to Aja Forner, Elizabeth Garcia-Flynn, Marlem Jalomo, Elyzabeth Michael, Catrice Miles, and  
16 Amy Somer, who were retained by Class Counsel and contributed to the resolution of this case by their  
17 provision of information and documents. This amount is also in exchange for Plaintiffs’ general release of  
18 all claims against Defendants. Class Counsel represent that Plaintiffs devoted a great deal of time and work  
19 assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for  
20 mediation, and were frequently in contact with Class Counsel during the mediation. Class Counsel have  
21 addressed the reasonableness of the Service Payments in their Fees Motion.

22          **D.       Administrative Costs Should be Approved.**

23          KCC Class Action Services, LLC, dba Verita, the Settlement Administrator, estimates that it will  
24 incur a total of \$150,000.00 in costs associated with the administration of this Settlement. (Kashkarian  
25 Decl., ¶¶ 13-14.) These expenses are reasonable, based upon the size of the class and the additional tasks  
26 associated with claim and exclusion tracking and Class Member payment processing.

27          **V.       CONCLUSION**

28          For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval of the

1 proposed settlement.  
2

3 Dated: September 30, 2025

Respectfully submitted,

4 **CLARKSON LAW FIRM, P.C. &**  
5 **TYCKO & ZAVAREEI LLP**

6 */s/ Glenn A. Danas*

7 \_\_\_\_\_  
8 Glenn A. Danas  
9 Kristen G. Simplicio  
10 Maxim Gorbunov  
11 Shana H. Khader  
12 Emily Feder Cooper

13 *Attorneys for Plaintiffs Lauren Dann, Kathryn Cude,*  
14 *Mary Yoon, and all others similarly situated*  
15  
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1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles. I am over the age of eighteen years and not a party  
3 to the within entitled action. My business address is 22525 Pacific Coast Highway, Malibu, CA 90265.

4 On **September 30, 2025**, I served a copy of the following document(s) on the interested  
5 party(ies) and/or person(s) identified on the Service List in the manner set forth below.

6 **Documents Served**

7 **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF  
8 CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**

9 **Service List**

<p>10 <b>ELLIS GEORGE LLP</b> Eric M. George <a href="mailto:egeorge@ellisgeorge.com">egeorge@ellisgeorge.com</a> Christopher T. Berg 11 <a href="mailto:cberg@ellisgeorge.com">cberg@ellisgeorge.com</a> 2121 Avenue of the Stars, Suite 3000 Los Angeles, CA 90067</p> <p>12 13 <i>Attorneys for Defendants</i></p>	<p>14 <b>TYCKO &amp; ZAVAREEI LLP</b> Shana H. Khader <a href="mailto:skhader@tzlegal.com">skhader@tzlegal.com</a> 2000 Pennsylvania Avenue, Northwest, Suite 1010 Washington, District of Columbia 20006</p> <p>15 16 <b>TYCKO &amp; ZAVAREEI LLP</b> Emily Feder Cooper <a href="mailto:ecooper@tzlegal.com">ecooper@tzlegal.com</a> 1970 Broadway, Suite 1070 Oakland, California 94612</p> <p>17 <i>Attorneys for Plaintiff, the Putative Class, and all other Aggrieved Employees</i></p>
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18 **Method of Service**

19 **[X] BY ELECTRONIC MEANS:** I caused to be transmitted a true and correct copy of the  
20 foregoing document(s) via File & Serve XPress to the interested party(ies)/person(s) as set forth  
21 on the above service list pursuant to court order.

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

24 Executed on **September 30, 2025**

25 /s/ Jolen Medwid  
26 Jolen Medwid