

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon (“Plaintiffs”) and Defendants The Rodan + Fields Company, Rodan + Fields LLC, Dr. Katie Rodan, Dr. Kathy Fields, Dimitri Haloulos, Tim Eng, Laura Beitler, Dalia Stoddard, Jessica Raefield, and Janine Weber (“Defendants”) The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

### 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Dann v. The Rodan + Fields Company, et al.*, San Francisco County Superior Court, Case No. CGC-24-612800, initiated on March 1, 2024 and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” or “Settlement Administrator” means Verita Global LLC (“Verita”), 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 Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “PAGA Claimant” means all persons who entered into Consulting Agreements with Defendants in California, and who were classified by Defendants as an “independent contractor” on or after March 1, 2023 and ending on the date the motion for preliminary approval is granted.
- 1.5. “Claim Form” means the online form that will be available on the Settlement Website where Class Members can submit additional information to be used to calculate their Individual Class Payment and elect the method by which they payment shall be sent, in the form, without material variation, attached as Exhibit B and incorporated by reference into this Agreement.
- 1.6. “Class” means all persons who entered into Consultant Agreements with Defendants in California for the purpose of selling Rodan+Fields’s products in exchange for commissions, and who were classified by Rodan+Fields as “independent contractors” during the Class Period.
- 1.7. “Class Counsel” means Glenn Danas and Kristen Simplicio of Clarkson Law Firm P.C., and Shana Khader of Tycko & Zavareei LLP.
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, e-mail address, last-known mailing address, Social Security number, any internal consultant identification numbers, the number of Class Period Registered Weeks and PAGA Registered Periods, and history of purchases from, fees paid to, and sales made on behalf of Defendants. Rodan+Fields authorizes the release of this Class Data to the Settlement Administrator for purposes related to administering this Settlement. The Settlement Administrator shall take all reasonable steps to maintain the confidentiality and security of the Class Data, except to the extent disclosure is required as stated in this Agreement. Class Data used to calculate the amount of each Class Member’s claim will be printed on each Class Member’s respective Class Notice.
- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an PAGA Claimant).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.12. “Class Notice” means the Court Approved long-form notice of Class Action Settlement and Hearing Date for Final Court Approval to be disseminated to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibits A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from March 1, 2020, to the date the Court issues its order granting the motion for preliminary approval.
- 1.14. “Class Representative(s)” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the payments to the Class Representatives and Other Settling Individuals for initiating the Action and/or providing services in support of the Action.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means named Defendant The Rodan + Fields Company, Rodan + Fields LLC, Dr. Katie Rodan, Dr. Kathy Fields, Dimitri Haloulos, Tim Eng, Laura Beitler, Dalia Stoddard, Jessica Raefield, and Janine Weber.
- 1.18. “Defense Counsel” means Eric M. George and Christopher T. Berg of Ellis George LLP.
- 1.19. “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 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members 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.

- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Maximum Settlement Amount” means \$8,000,000 which is the total amount Defendants agrees to pay under the Settlement, except as provided in Paragraphs 4.3.2 and 8 below, in full and complete settlement of this matter, which sum includes Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Except as provided in Section 4.4.2, no money will revert to the Defendants. Payments to Plaintiffs and Settlement Class Members of the Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, will be made from the Maximum Settlement Amount shall be considered non-wages for which an IRS Form 1099 will be issued.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the formula without material variation, attached as Schedule 1 and incorporated by reference into this Agreement.
- 1.25. “Individual PAGA Payment” means the PAGA Claimant’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Registered Weeks worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration

Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “Notice Completion Date” means the date by which the Settlement Administrator has mailed Notice to all Class Members for whom the e-mail notice was undeliverable or for whom no valid e-mail address is available.
- 1.32. “Original Plaintiff” means Plaintiff Lauren Dann, who appeared on the original complaint filed in this action.
- 1.33. “Other Settling Individuals” means Aja Forner, Elizabeth Garcia-Flynn, Marlem Jalomo, Elyzabeth Michael, Catrice Miles, and Amy Somer, each of whom (a) are Class Members; (b) in their individual capacity retained Class Counsel prior to the July 5, 2024 mediation; and (c) contributed to the resolution of this case by their provision of information and documents.
- 1.34. “PAGA Registered Period” means each consecutive two-week period during the PAGA Period during which a PAGA Claimant was registered as a Consultant with Rodan+Fields for at least one day during the PAGA Period. For the purposes of this settlement, a Class Member was registered with Rodan+Fields if their account was active during that registered period. An active account is one that has been opened through enrollment but has not yet been terminated.
- 1.35. “PAGA Period” means the period from March 1, 2023 to the date the motion for preliminary approval is granted.
- 1.36. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.37. “PAGA Notice” means the Original Plaintiff’s letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.38. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, allocated 25% to the PAGA Claimants (\$125,000) and the 75% to LWDA (\$375,000) in settlement of PAGA claims.
- 1.39. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40. “Plaintiffs” means Lauren Dann, Kathryn Cude, and Mary Yoon, the named plaintiffs in the Action.
- 1.41. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.44. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.45. "Released Parties" means: (i) Defendants The Rodan + Fields Company, Rodan + Fields LLC, Dr. Katie Rodan, Dr. Kathy Fields, Dimitri Haloulos, Tim Eng, Laura Beitler, Dalia Stoddard, Jessica Raefield, and Janine Weber; (ii) Defendants' respective past, present, and future parents, subsidiaries, predecessors, successors, assigns, equity holders, and affiliates including any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, acquires, merges with or into, or is under common control with the Defendants; (iii) and the past, present, and future parents, subsidiaries, affiliates, direct and indirect equity holders, directors, officers, agents, employees, attorneys, investment bankers, financial advisors, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing.
- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.47. "Response Deadline" means the date by which: (a) any request for exclusion from the Class and/or challenges to Registered Weeks and/or Registered Periods is postmarked or emailed to the Settlement Administrator; (b) any objection to the Settlement and/or the Motion for Attorneys' Fees, Expenses and Incentive Payments is filed with the Clerk of the Court; or (c) any counsel who intends to appear at the Final Approval Hearing on behalf of a class member files a Notice of Appearance with the Clerk of the Court. The Response Deadline shall be set 35 days before the Final Approval Hearing, and no sooner than 60 days after the Notice Completion Date. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.48. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.49. "Settlement Website" means an internet website to be established and maintained by the Settlement Administrator for purposes of administering the Settlement, including the online completion and submission of the Claims Form. The URL of the Settlement Website shall be <http://www.BrandConsultantSettlement.com>. The Settlement Website will also contain the Claim Form, Settlement Complaint, Settlement Agreement, the Long Form Notice, the Preliminary Approval Order and Final Order and Judgment, following entry by the Court, and such other information agreed to by the Parties.

- 1.50. “Registered Week” means any calendar week, beginning each Sunday, during which a Class Member was registered as a Consultant with Rodan+Fields for at least one day, during the Class Period. For the purposes of this settlement, a Class Member was registered as a Consultant with Rodan+Fields if their account was active during that week. An active account is one that has been opened through enrollment but has not yet been terminated.

## 2. RECITALS.

- 2.1. On March 1, 2024, the Original Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for:
- Failure to Pay Minimum Wage and Liquidated Damages (Labor Code §§ 1182.12, 1194, 1197, 1197.1, at 1198)
  - Failure to Provide Meal Periods or Meal Premium Wages (Labor Code §§ 226.7, 512(a), 1198; IWC Wage Order 4-2001);
  - Failure to Provide Rest Periods or Rest Break Premium Wages (Labor Code §§ 226.7, 558.1);
  - Failure to Keep Requisite Payroll Records (Labor Code § 1174(d))
  - Failure to Provide Timely and Accurate Wage Statements (Labor Code § 226(a), 226(e));
  - Failure to Timely Pay Wages (Labor Code § 204)
  - Failure to Pay Wages Upon Separation (Labor Code § 201-203);
  - Failure to Reimburse Business Expenses (Labor Code §§ 450, 2802; IWC Wage Order 4-2001);
  - Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.)
- 2.2. On May 14, 2024, the Original Plaintiff filed a First Amended Complaint to add an additional claim for civil penalties under the Private Attorney General Act (Labor Code §§ 2698-2699.8).
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Original Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. On July 5, 2024, the Parties participated in an all-day mediation presided over by Hon. Louis Messinger. Discussions continued, ultimately leading to a settlement in principal, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, documents and information regarding Defendants’ policies and procedures, the size of the overall Class, Class Members’ compensation (amount and number of commission payments received), and information regarding fees paid to Defendants and product purchase histories. Class Counsel was additionally provided with highly confidential information regarding Defendants’ ability to pay. Class Counsel also obtained other information from Plaintiffs and the Other Settling Individuals, as well as from public sources, as reflected in the Operative Complaint. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794,

1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (“*Dunk/Kullar*”).

- 2.6. Pursuant to the Parties’ agreement, Plaintiffs filed a Second Amended Complaint to add class representative Kathryn Cude, and Mary Yoon as additional named plaintiffs in this matter. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.7. The Court has not granted class certification.
- 2.8. The Parties, Class 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 the Settlement.

### 3. MONETARY TERMS.

- 3.1. Maximum Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$8,000,000 and no more as the Maximum Settlement Amount. Defendants have no obligation to pay the Maximum Settlement Amount prior to the deadlines stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount as set forth in Paragraph 4.3.1. Except as otherwise provided by Section 4.4.2, none of the Maximum Settlement Amount will revert to Defendants.
- 3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Final Approval:
  - 3.2.1. To the Plaintiffs: Class Representative Service Payment to the Class Representative of not more than \$15,000 to the Original Plaintiff Lauren Dann, of not more than \$5,000 to the other Plaintiffs, Kathryn Cude, and Mary Yoon, and of not more than \$1,500 to each of the Other Settling Individuals for their contribution to the resolution of this matter. These Class Representative Service Payments are exclusive of any amounts (i.e., Individual Class Payment any Individual PAGA Payment) that each Class Representative or Other Settling Individual would be entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs’ request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 28 days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative

Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel shall apply to the Court for a Fees Payment of not more than 33 1/3% of the Maximum Settlement Account, which is estimated to be \$2,666,666.67, plus Class Counsel's actual costs and expenses as supported by declaration. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 28 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$150,000 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 \$150,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated using the formula in Schedule 1.
- 3.2.4.1. Tax Allocation of Individual Class Payments. Individual Class Payments shall be allocated 100% as non-wages. The Administrator will issue an IRS Form 1099. The Administrator will report Individual Class Payments on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and PAGA Claimants: PAGA Penalties in the amount of



\$500,000 to be paid from the Maximum Settlement Amount, with 75% (\$375,000) allocated to the LWDA PAGA Payment and 25% (\$125,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Claimants' 25% share of PAGA Penalties by the total number of PAGA Period Registered Periods worked by all PAGA Claimants during the PAGA Period and (b) multiplying the result by each PAGA Claimant's PAGA Period Registered Periods. PAGA Claimants assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. 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. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Maximum Settlement Amount. Defendants shall fully fund the Maximum Settlement Amount by transmitting the funds to the Administrator as follows:

- One-third (1/3) of the Maximum Settlement Amount to be paid within five (5) business days of the order granting preliminary approval;
- One-third (1/3) of the Maximum Settlement Amount to be paid within Five (5) business days of the order granting final approval; and
- One-third (1/3) of the Maximum Settlement Amount to be paid within 365 days of the order granting preliminary approval except that no such payment will be due if the Court has before that time denied the motion seeking Final Approval.

4.3. Payments from the Maximum Settlement Amount.

4.3.1. Within 30 days of the later of (i) the Effective Date and (ii) Defendant's

completion of funding the Maximum Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Settlement Administrator shall not disburse any of the above payments until the Effective Date has passed. If the 30th day after the complete funding of the Maximum Settlement Amount occurs before the Effective Date, the Settlement Administrator shall begin making the disbursements after the Effective date has passed and complete the above disbursements within 10 business days after the Effective Date.

- 4.3.2. In the event the Court does not enter Judgment on or fails to issue an Order granting Final Approval, or such Judgment does not become final for purposes of creating an Effective Date, the Administrator shall return all funds paid to it by Defendants.
- 4.3.3. The Administrator will first endeavor to issue electronic payments via Paypal (or alternative electronic payment method elected by the Class Member), using the Class Members' last known email address (either from Defendants' records or provided to them during the notice period). For any payment that is returned or cannot be effectuated through that method after 28 days, the Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will effectuate payments for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will effectuate payments for Individual PAGA Payments to all PAGA Claimants including Non-Participating Class Members who qualify as PAGA Claimants (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single payment combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.4. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of learning a payment receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class

Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.5. For any Class Member whose Individual Class Payment or Individual PAGA Payment is uncashed or cannot be electronically processed and cancelled after the void date, the Administrator shall transmit the funds to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). The Parties have agreed to select the Cy Pres Recipient prior to filing a motion for final approval of the settlement. The Parties, Class Counsel and Defense Counsel represent that they will select a Cy Pres Recipient with which they have no interest or relationship, financial or otherwise.

4.3.6. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the entire Maximum Settlement Amount, Plaintiff, Class Members, and Class Counsel release claims against all Released Parties as follows:

5.1 Release by Plaintiffs and Other Settling Individuals. Plaintiffs and Other Settling Individuals, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, [or ascertained during the Action and released under 6.2, below]. (“Plaintiffs' Release.”) Plaintiffs' 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 Class 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 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' and Other Settling Individuals' Release, each 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 Participating Class Members:

All individual Plaintiffs and Settlement Class Members release the Released Parties from all claims that were asserted or could have been asserted in the PAGA notices, the operative complaint, and any future amendments to the operative complaint up through the date a final judgment is issued finally approving the settlement to the extent such claims arise out of and/or relate to the facts and claims alleged by Plaintiffs in this case.

- 5.3 Release by PAGA Claimants: All PAGA Claimants 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 PAGA Period facts stated in the Operative Complaint relating to the employment status and classification and related violations.

**6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Confidentiality. The Parties agree to use best efforts to secure an order sealing any confidential material included as support for a motion for preliminary approval or final approval of the Settlement and otherwise protect the confidentiality of information so designated by the Defendants, unless Plaintiffs in good faith believes the information has been improperly designated as confidential, in which case the Parties will confer in good faith to resolve their disagreement. Any disagreement about confidentiality that cannot be resolved among the parties will be referred to mediator Hon. Louis Meisinger. The parties agree to abide by the mediator’s decision as to any confidentiality dispute. If the Settlement does not receive preliminary or final approval, this MOU, the Settlement, and any information, documents, or testimony exchanged pursuant to confirmatory discovery or otherwise in connection with the Settlement shall be treated as inadmissible mediation materials under Cal. Evid. Code § 1115 *et seq.*

- 6.2 Defendants’ Declaration in Support of Preliminary Approval. Prior to finalizing and submitting the Motion for Preliminary Approval, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel which:
- (i) confirms the accuracy of certain information provided regarding the size of the class, enrollment and termination dates of Class Members’ accounts with Defendants, and other damages information;
  - (ii) provides certain information regarding Defendants’ finances; and
  - (iii) discloses all facts relevant to any actual or potential conflicts of interest with

the Administrator; and contains an averment that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including:

- (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
- (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
- (iii) draft proposed Class Notices;
- (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel;
- (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator;
- (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; 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));
- (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and
- (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.4 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.5 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person 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 Verita to serve as the Administrator and verified that, as a condition of appointment, Verita agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their 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 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.
- 7.3 Settlement Website. Using best efforts to perform as soon as possible, and in no event later than 90 days after Preliminary Approval, the Settlement Administrator shall establish the Settlement Website that shall be made available to the Parties for testing purposes. The final Settlement Website shall go live as soon as practicable thereafter, but at least one business day before the Settlement Administrator disseminates Notice via email. The Settlement website shall contain:
- (i) the Claim Form, which Class Members can access by providing their email and a code appearing on their Class Notice, enabling them to submit additional information regarding hours worked and expenses incurred under penalty of perjury, and supply alternative electronic payment directions;
  - (ii) a contact information page with contact information for the Settlement Administrator, and addresses and telephone numbers for Class Counsel and Defense Counsel;
  - (iii) the Settlement Agreement;
  - (iv) the signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof;
  - (v) the operative complaint; and
  - (vi) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any motion papers and declarations filed publicly in support thereof.

The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The Settlement Administrator shall also establish a 24-hour toll-free

telephone line with information about frequently asked questions about the Settlement. The number shall be included in the Class Notice and posted on the Settlement Website. Under no circumstances will Class Member-specific information based on data provided by Rodan+Fields be displayed on the Settlement Website other than their name and address.

7.4 Notice to Class Members.

- 7.4.1 No later than one week after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Registered Weeks, and Registered Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible following the creation of the Settlement Website, and in no event later than 120 days after Preliminary Approval, the Administrator will send to all Class Members identified in the Class Data, via email, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall contain the Class Members' code to be used to view the Claim Form on the Settlement Website and prominently estimate the number of Registered Weeks and PAGA Registered Periods (if applicable) that will be used to calculate Individual Class Payments.
- 7.4.3 For Class Members whose email notice is returned as undeliverable or for whom no valid email address is available, no later than 14 days after transmitting the initial email notice in the preceding paragraph, the Administrator shall send via first class mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A ("Notice Completion Date"). Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.4 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.5 The Response Deadline shall be no sooner than 60 days after the Notice Completion Date. In the event the Administrator needed to re-send the Notice to any undeliverable addresses and the deadline f, the deadline for those Class Members will be extended an additional 14 days. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.6 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class

Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4.7 This Agreement does not impose on any Party or the Settlement Administrator an obligation to make extraordinary efforts to locate a potential Class Member.

7.4.8 Because of the duration of time between the provision of Notice and the funding of the Maximum Settlement Amount, the Parties recognize that there may be an increase in class member queries to the Settlement Administrator as well as changes in Class Members' addresses or payment preferences. Thus, after Notice is provided, as necessary and in consultation with Class Counsel, the Settlement Administrator shall undertake reasonable efforts to send additional reminder emails to Class Members to direct them to the Settlement Website to complete the Claim Form and/or provide updated information as to their preferred method of payment. The timing and nature of any supplemental reminder efforts shall be determined in consultation with Class Counsel, and shall take into account the overall schedule and passage of time between the provision of Notice, the entry of final approval, and the dissemination of Settlement Payments, as well as the cost and associated benefits of any reminder.

## 7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion by the Response Deadline. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity



shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Claimants are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Registered Weeks. Each Class Member shall have at least 60 days after the Administrator mails the Class Notice to challenge the number of Class Registered Weeks and PAGA Registered Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Registered Weeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Registered Weeks and/or Registered Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Registered Weeks and/or Registered Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than 35 days before the Fairness Hearing, the date for which shall be no sooner than 60 days after the Administrator mails the Class Notice (plus an additional 14

days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 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. Additionally, the Settlement Administrator will be responsible for all appropriate withholding, and compliance with all reporting obligations in accordance to the Parties' Settlement Agreement and pursuant to the Court's order(s). The Administrator will issue all relevant tax forms including 1099 forms. The Administrator will register the settlement fund as a Qualified Settlement Fund ("QSF"). On these tax forms, the Administrator will use the Unique Employer Identification Number issued by the IRS for the registered QSF.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Registered Weeks and/or Registered Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 Registered Week and/or Registered Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Registered Weeks and/or Registered Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Maximum Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 49 days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 days prior to filing the Motion for Final Approval. Class Counsel and Defense

Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 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.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this

paragraph, as long as the Maximum Settlement Amount remains unchanged.

- 10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

**11. ADDITIONAL PROVISIONS.**

- 11.1 No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants 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 class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and 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).
- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement 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.
- 11.7 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.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.
- 11.9 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.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 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.
- 11.12 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.

- 11.13 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.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 11.15 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.
- 11.16 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 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:

**CLARKSON LAW FIRM, P.C.**

Glenn A. Danas

*gdanas@clarksonlawfirm.com*

Kristen G. Simplicio

*ksimplicio@clarksonlawfirm.com*

22525 Pacific Coast Highway

Malibu, California 90265

Telephone: (213) 788-4050

Facsimile: (213) 788-4070

To Defendants:

ELLIS GEORGE LLP

Eric M. George

*egeorge@ellisgeorge.com*

2121 Avenue of the Stars

Suite 3000

Los Angeles, CA 90067

Telephone: (310) 274-7100

Facsimile: (310) 275-5697


- 11.18 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.
- 11.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

*On Behalf of Plaintiffs*

Dated: 30/04/2025

  
Lauren Dann (Apr 30, 2025 15:54 PDT)

Lauren Dann

Dated: 30/04/2025

  
Kathryn Cude (Apr 30, 2025 15:50 PDT)

Kathryn Cude

Dated: 30/04/2025

  
Mary Yoon (Apr 30, 2025 20:15 PDT)


Mary Yoon

Dated: 30/04/2025

  
Aja Forner (Apr 30, 2025 17:28 PDT)

Aja Forner

Dated: 01/05/2025

  
Elizabeth Garcia-Flynn (May 1, 2025 15:21 PDT)

Elizabeth Garcia-Flynn

Dated: 01/05/2025

  
Marlem Jalomo (May 1, 2025 19:32 PDT)

Marlem Jalomo

Dated: 30/04/2025

  
Elyzabeth Michael (Apr 30, 2025 16:37 PDT)

Elyzabeth Michael

Dated: 01/05/2025

  
Catrice Miles (May 1, 2025 15:01 PDT)

Catrice Miles

Dated: 30/04/2025

  
Amy Somer (04/30/25 (Apr 30, 2025 11:07 PDT)

Amy Somer

*On Behalf of Defendants*

Dated: 5/1/2025

*Dimitri Haloulos*

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Rodan & Fields Beauty, LLC, successor  
in interest to Rodan & Fields, LLC (also  
referred to in the Complaint as The  
Rodan + Fields Company), for the  
purposes of this litigation and this  
Agreement

Dated: 5/2/2025

*Katie Rodan*

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Dr. Katie Rodan

Dated: 5/1/2025

*Kathy Fields*

---

Dr. Kathy Fields

Dated: 5/1/2025

*Dimitri Haloulos*

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Dimitri Haloulos

Dated:

---

Tim Eng

Dated: 5/1/2025

*Laura Beitler*

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Laura Beitler

Dated: 5/1/2025

*Dalia Stoddard*

---

Dalia Stoddard

Dated: 5/1/2025

*Jessica Raefield*

---

Jessica Raefield

Dated: 5/1/2025

*Janine Weber*

---

Janine Weber

*On Behalf of Defendants*

Dated: \_\_\_\_\_  
Rodan & Fields Beauty, LLC, successor  
in interest to Rodan & Fields, LLC (also  
referred to in the Complaint as The  
Rodan + Fields Company), for the  
purposes of this litigation and this  
Agreement

Dated: \_\_\_\_\_  
Dr. Katie Rodan

Dated: \_\_\_\_\_  
Dr. Kathy Fields

Dated: \_\_\_\_\_  
Dimitri Haloulos

Dated: 5/2/2025 *Tim Eng*  
\_\_\_\_\_  
Tim Eng

Dated: \_\_\_\_\_  
Laura Beitler

Dated: \_\_\_\_\_  
Dalia Stoddard

Dated: \_\_\_\_\_  
Jessica Raefield

Dated: \_\_\_\_\_  
Janine Weber

*Approved as to from:*

Dated:

*Glenn A. Danas*

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Counsel For Plaintiffs

Dated:

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Counsel For Defendants

*Approved as to from:*

Dated:

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Counsel For Plaintiffs



Dated:

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Counsel For Defendants

## AMENDMENT TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to the Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon (“Plaintiffs”) and Defendants The Rodan + Fields Company, Rodan + Fields LLC, Dr. Katie Rodan, Dr. Kathy Fields, Dimitri Haloulos, Tim Eng, Laura Beitler, Dalia Stoddard, Jessica Raefield, and Janine Weber (“Defendants”) The Amendment refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

The Parties agree to amend the Class Action and PAGA Settlement Agreement executed on May 2, 2025 (the “Agreement”). This Amendment is made under Section 11.9 of the Agreement which states that “[t]his 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 representative, and approved by the Court.” As the representatives of the Parties, counsel for Plaintiffs and Defendants hereby agree to amend the Agreement as follows:

In Section 3.2.2, the Parties agree to amend the following language

From: “A Class Counsel shall apply to the Court for a Fees Payment of not more than 33 1/3% of the Maximum Settlement Account, which is estimated to be \$2,666,666.67, plus Class Counsel’s actual costs and expenses as supported by declaration.”

To: “Class Counsel shall apply to the Court for a Fees Payment of not more than 33 1/3% of the Maximum Settlement Amount, which is estimated to be \$2,666,666.67, plus Class Counsel’s actual costs and expenses as supported by declaration not to exceed \$30,000.”

Dated: June 6, 2025

/s/ Glenn A. Danas

Counsel For Plaintiffs

Dated: June 6, 2025

/s/ Christopher T. Berg

Counsel For Defendants