



**FILED**  
Superior Court of California  
County of San Francisco

JUN 20 2025

CLERK OF THE COURT

BY: [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

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

Plaintiff,

vs.

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

Defendants.

Case No. CGC-24-612800

ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL

**INTRODUCTION**

This matter came on regularly for hearing on June 20, 2025, at 10:00 a.m., in Department 606, the Honorable Jeffrey S. Ross presiding. Glenn A. Danas and Maxim Gorbunov (Clarkson Law Firm, P.C.) appeared for plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon. David Carroll, Eric M. George, and Christopher T. Berg (Ellis George LLP) appeared for 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. Having reviewed and considered the parties' motions,

1 briefings, and arguments, IT IS HEREBY ORDERED that the court **GRANTS** plaintiffs' motion for  
2 preliminary approval.

### 3 **BACKGROUND**

4 On March 1, 2024, plaintiff Lauren Dann filed a class action complaint against defendants The  
5 Rodan + Fields Company, Rodan + Fields LLC, Dr. Katie Rodan, Dr. Kathy Fields, Dimitri Haloulos,  
6 Tim Eng, Laura Beitler, Dalia Stoddard, Jessica Raefield, and Janine Weber, which alleged causes of  
7 action for: (1) failure to pay minimum wage and liquidated damages; (2) failure to provide meal periods  
8 or meal premium wages; (3) failure to provide rest periods or rest break premium wages; (4) failure to  
9 keep requisite payroll records; (5) failure to provide timely and accurate wage statements; (6) failure to  
10 timely pay wages; and (7) failure to pay wages upon separation; (8) failure to reimburse business  
11 expenses; and (9) unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*).

12 On May 14, 2024, plaintiff filed a first amended class action complaint that added a cause of  
13 action for penalties under PAGA.

14 On May 6, 2025, plaintiff filed a motion for preliminary approval.

15 On June 5, 2025, plaintiff filed a second amended class action complaint that added plaintiffs  
16 Kathryn Cude and Mary Yoon and revised the class definitions.

### 17 **LEGAL STANDARD**

18 Before granting preliminary approval, a court must determine that the proposed settlement  
19 presents a proper class for settlement purposes. In general, “[t]he party advocating class treatment must  
20 demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community  
21 of interest, and substantial benefits that render proceeding as a class superior to the alternatives.” (*Brinker*  
22 *Rest. Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; Code Civ. Proc., § 382.) In the settlement  
23 context, class certification is properly subjected to a lesser standard of scrutiny because: (1) to the extent  
24 the class certification requirements are designed to keep a lawsuit manageable for trial, that purpose is  
25 inapposite in the settlement context; and (2) to the extent the class certification requirements are designed  
26 to protect the interests of non-representative class members, that purpose is addressed through the Court’s  
27 fairness analysis. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1494, 1807, n. 19.) Before approving  
28 a class action settlement, the Court must determine that the terms of the settlement are “fair, adequate and

reasonable.” (*Id.* at p. 1801.) In making this determination, there is a “presumption of fairness . . . where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at p. 1802.) To grant final approval, the trial court must “independently [satisfy] itself that the consideration . . . received for the release of the class members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 120.)

### ANALYSIS AND DISCUSSION

Plaintiffs and defendant entered into Class Action and PAGA Settlement Agreement (“Settlement Agreement”)<sup>1</sup> attached as Exhibit D to the Supplemental Declaration of Glenn A. Danas in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, dated June 6, 2025, which, if approved, would resolve the putative class and PAGA action. Upon review and consideration of the motion papers and documents submitted by the parties, including the Settlement Agreement and all exhibits thereto, IT IS HEREBY ORDERED:

1. The court has jurisdiction over this matter and venue is proper.

2. This action is provisionally certified as a class action, for settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California Rules of Court rule 3.763. The class is: all persons who entered into Consultant Agreements with Defendants in California for the purpose of selling products in exchange for commissions, and who were classified by Rodan + Fields during the Class Period of March 1, 2020 to June 20, 2025. The PAGA claimants are: 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 June 20, 2025.

3. The court conditionally approves the proposed settlement as within the range of possible final approval.

4. The court conditionally appoints Clarkson Law Firm P.C. and Tycko & Zavareei LLP as Class Counsel for the Plaintiff Class.

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<sup>1</sup> This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

5. The court preliminarily appoints plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon as class representatives for the Plaintiff Class.

6. The court preliminarily finds, for purposes of this Settlement only, that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Plaintiff Class.

7. The court approves and appoints Verita Global LLC to serve as the Settlement Administrator and directs Verita Global LLC to carry out all duties and responsibilities of the Settlement Administrator specified in the Settlement Agreement.

8. Pursuant to California Rules of Court, rule 3.769(f), the court approves the manner of class notice set forth in the Settlement Agreement. The court approves the form and content of the Notice attached as **Exhibit A**, subject to the following edits:

- a. Section 15: Remove language about telephoning to make an appointment to review documents at the courthouse.

The court finds that the Notice constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of the action, preliminary certification of the Settlement Class, the terms of the Settlement, procedures for objecting to the settlement, and time and place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of due process, and complies with applicable law, including California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769. Class Counsel shall proofread the Notice for typos and fill in all blanks, including all highlighted dates and addresses prior to sending the Notice.

9. The court approves the claim form attached as **Exhibit B**.

10. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator no later than [approximately 14 days after preliminary approval]:	<b>July 4, 2025</b>
Settlement Administrator to mail Class Notice, Request for Exclusion and Objection Form to Class Members no later than [7 days after receiving class data]:	<b>July 11, 2025</b>
Plaintiffs file motion for attorneys' fees and costs and service award [at least 30 days prior to deadline for	<b>August 8, 2025</b>

submitting requests for exclusion and objections]	
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement [60 days after mailing]:	<b>September 9, 2025</b> (postmark deadline)
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement:	<b>September 30, 2025</b>
Final Fairness Hearing:	<b>October 31, 2025, at 2:30 p.m.</b>

11. A final approval hearing shall be held on **October 31, 2025, at 2:30 p.m.** in Department 606, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the court will determine whether the settlement should be finally approved as fair, reasonable and adequate to the Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a service award should be approved.

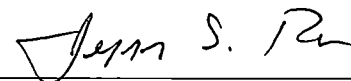
12. The court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by order of the court without further notice to the Class Members.

13. If for any reason the court does not approve the Settlement, it will be of no force or effect, and the parties shall be returned to their original respective positions.

14. Pending the final determination of whether the settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the settlement, are hereby stayed.

At hearing, defendants withdrew the Supplemental Declaration of Thomas Trautmann, filed on June 6, 2025, and their motion to seal the Supplemental Declaration of Thomas Trautmann, also filed on June 6, 2025. IT IS FURTHER ORDERED that the Supplemental Declaration of Thomas Trautmann, filed on June 6, 2025, shall be removed from the Register of Action and the motion is denied as moot.

Dated: June 20, 2025



JEFFREY S. ROSS  
Judge of the Superior Court

# EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

*Dann v. The Rodan + Fields Company, et al.*

San Francisco County Superior Court, Case No. CGC-24-612800

**YOUR UNIQUE ID:** [Insert]

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

***Visit www.\_\_\_\_\_.com to view this message on a browser or obtain a PDF version.***

**You may be eligible to receive money** from a class action lawsuit (“Action”) against *The Rodan + Fields Company* and related parties (“R+F” or “Defendants”) for alleged wage and hour violations. The Action was filed by a former R+F Consultant and seeks payment of (1) unpaid wages and unreimbursed business expenses for a class of Consultants (“Class Members”) who Defendants classified as Independent Contractors during the Class Period (March 1, 2020 to \_\_\_\_\_) and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Consultants who worked for Defendants during the PAGA Period (March 1, 2023 to \_\_\_\_\_) (“Aggrieved Employees”).

[INSERT HYPERLINKED TOC]

**OVERVIEW**

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Maximum Settlement Value is \$8,000,000. Funds will be distributed to Class Members and PAGA Claimants on a pro rata basis, based on criteria available from Defendants’ records, as well as information that Class Members provide in connection with this Settlement.

Based on Defendants’ records:

- **You were registered with R+F for \_\_\_\_ weeks** during the Class Period and **for \_\_\_\_ weeks** during the PAGA Period;
- During the Class Period, you paid the annual fee \_\_\_\_ times;
- During the Class Period, you paid the PulsePro fee \_\_\_\_ times;
- During the Class Period, you made \_\_\_\_ sales to R+F customers;
- During the Class Period, you made \_\_\_\_ purchases from R+F;

To distribute the Settlement, points will be allocated based on the number of workweeks, as well as other criteria, including the total number of sales you made to customers; the amount of fees you paid to R+F, and the purchases you made from R+F. Additionally, as

explained further in Section \_ below, Consultants may increase their total point share by visiting the Settlement Website and completing a Claim Form to provide additional information regarding the time they spent working for R+F and other business expenditures incurred.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Claimants to give up their rights to assert certain claims against Defendants.

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>Option</b>	<b>Explanation</b>
<b>You Don't Have to Do Anything to Participate in the Settlement</b>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any).</p> <p><b>Your Individual Class Payment will be a pro rata share of the Settlement, which will be determined by the point value associated with information obtained from Defendants' records.</b></p> <p>In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).</p>
<b>Complete a Claim Form</b>	<p>If you complete a Claim Form, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any).</p> <p>You can visit the <u>Claim Form</u> section on the <u>Settlement Website</u> to provide additional information about your business related expenditures and time spent.</p> <p><b>Your Individual Class Payment will be a pro rata share of the Settlement, which will be determined by the point value associated with information obtained from Defendants' records and information you provide.</b></p> <p>In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).</p>



<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is _____</b></p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 12 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Claimants and the PAGA Claimants must give up their rights to pursue PAGA claims.</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by _____</b></p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 13 of this Notice.</p>
<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, or by using the Court's virtual appearance platform via Zoom. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 14 of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Registered Weeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by _____</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend in part on how many weeks you were registered with R+F as a Consultant for at least one day during the Class Period and how many Pay Periods you were registered with R+F as a Consultant for at least one day during the PAGA Period, respectively. The number of Class Period Registered Weeks and number of PAGA Registered Periods you were registered for according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 6 of this Notice.</p>

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

### **FREQUENTLY ASKED QUESTIONS**

## **1. WHAT IS THE ACTION ABOUT?**

Plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon are former R+F Consultants. Plaintiff Dann filed this lawsuit on March 1, 2024, and Plaintiffs Cude and Yoon joined the suit in the Amended Complaint filed on [date]. Additionally, six other Class Members (Aja Forner, Elizabeth Garcia-Flynn, Marlem Jalomo, Elyzabeth Michael, Catrice Miles, and Amy Somer) (“Other Settling Individuals”), retained counsel prior to the July 5, 2024 mediation and contributed to the resolution of this lawsuit through their efforts supplying documents and information relevant to the claims.

The Action accuses Defendants of violating California labor laws by misclassifying the Consultants as independent contractors, and failing to pay wages, overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Plaintiffs are represented by attorneys in the Action:  
Glenn Danas and Kristen Simplicio of Clarkson Law Firm P.C., and Shana Khader of Tycko & Zavareei LLP. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends they complied with all applicable laws.

## **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator, a retired judge, Hon. Louis Messenger, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation, including the risk of an inability to pay significant penalties or damages award; and (2) Settlement is in the best interests of the Class Members and PAGA Claimants. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### 3. HOW MUCH IS THE SETTLEMENT FOR?

a. Defendants Will Pay \$8,000,000 as the Maximum Settlement Amount.

Defendants have agreed to deposit the Maximum Settlement Amount into an account controlled by the Administrator of the Settlement in three installments, the last of which shall be paid 365 days from [preliminary date]. Final approval is currently scheduled for [final approval date]. Assuming the Court grants Final Approval and final Judgment is entered at the currently scheduled final approval hearing, Defendants will complete the funding of the Maximum Settlement by [DATE]. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

After receipt of the final installment, the Administrator will use the Maximum Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representatives' Service Payments, Other Settling Individuals' Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

b. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to \$ 2,666,666.67 (33.33% of the Maximum Settlement) to Class Counsel for attorneys' fees as well as additional costs to be supported by declaration for their litigation expenses, up to \$30,000. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$15,000 to Lauren Dann; up to \$5,000 each to Mary Yoon and Catherine Cude; as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. Additionally, up to \$1,500 each to the six Other Settling Individuals. These Class Representative Awards will be the only monies Plaintiffs and the Other Settling Individuals will receive.
- iii. Up to \$150,000 to the Administrator for services administering the Settlement.
- iv. Up to \$500,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Claimants pro-rata based on their PAGA Period Pay Periods.

The remaining amount ("Net Settlement Amount") shall be distributed to Class Members pro-rata, as explained below. The exact amount of the Net Settlement Amount will be determined at Final Approval. Based on the above data, it is currently estimated that the Net Settlement Fund will be around \$4,500,000, but the final

number may be more or less.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

#### **4. HOW MUCH WILL I RECEIVE UNDER THE SETTLEMENT? (CLASS MEMBERS)**

The amount you receive under the Settlement is determined based on a point system.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the Net Settlement by making Individual Class Payments to Participating Class Members based each Class Member's relative number of points. The point system is explained below.

##### **a. Automatic Points**

Every Class Member will receive points automatically based on information in R+F's records, as follows:

<b>Activity/Expenditure</b>	<b>Point Value</b>
Workweeks	0.5 per week
Annual Fee (\$25/year)	0.25 per fee
PulsePro fee (\$24.95/month)	0.25 per fee
Sales Made	0.25 per sale
Purchases from R+F	0.1 per purchase

##### **b. Supplemental Points**

Class Members who elect to complete a Claim Form on the Settlement Website can receive additional points by reporting, under penalty of perjury, information about their time spent and expenses incurred, as follows:

<b>Activity/Expenditure</b>	<b>Point Value</b>	<b>Source</b>
Average # of hours spent each week	0.1 per hour per week, up to 5 hours a week	Weeks determined from R+F Records Average hours to be provided by Consultant on Claim Form
Cellular data plan	0.1 per month	Consultant use of cellular to be provided by Consultant on Claim Form Months determined from R+F Records
Home Internet	0.1 per month	Consultant use of home

		internet to be provided by Consultant on Claim Form
		Months determined from R+F Records
Other business expenses (e.g. camera, business cards)	0.5 per expenditure, up to 6 expenditures	Consultant to provide information on Claim Form

To submit this information, you will need your Unique ID number appearing on the first page of the notice that was sent to you. If you need assistance locating your Unique ID number, you can contact the Settlement Administrator. Section 15 of this Notice has the Administrator's contact information.

c. Point System Illustrated

Below is an example of how the point system works for a hypothetical Class Member, Connie Consultant. Connie worked as a R+F Consultant for one year (52 weeks), paid the annual fee and a Pulse Pro fee each month, made three purchases from R+F, and six sales to customers.

Connie would automatically be assigned 31.05 points, calculated as follows:

Activity/Expenditure	Point Value
Workweek	$0.5 \times 52 \text{ weeks} = 26 \text{ points}$
Annual Fee	$0.25 \times 1 \text{ fee} = 0.25 \text{ points}$
PulsePro fee	$0.25 \times 12 \text{ months} = 3 \text{ points}$
Sales Made	$0.25 \times 6 \text{ sales} = 1.5 \text{ points}$
Purchases from R+F	$0.1 \times 3 \text{ purchases} = 0.3 \text{ points}$
Total	31.05 Points

Connie is automatically entitled to receive a pro-rata share of the Net Settlement Fund based on her assigned 31.05 points.

Connie can increase her point value by completing a Claim Form on the Settlement Website.

Connie completed a Claim Form to report that she spent an average of 3 hours a week on sales efforts, bought a camera to create better Instagram posts, purchased business cards to promote the business, and incurred expenses for home internet and cell phone use. Connie will receive supplemental points as follows:

<b>Activity/Expenditure</b>	<b>Point Value</b>
Average # of hours spent each week	$0.1 \times 3 = 0.3$ For 52 weeks = 15.6 points
Cellular data plan	$0.1 \times 12 \text{ months} = 1.2 \text{ points}$
Home Internet	$0.1 \times 12 \text{ months} = 1.2 \text{ points}$
Other business expenses (camera and business cards)	$0.5 \times 2 \text{ expenditures} = 1 \text{ point}$
Total Supplemental Points	19 Points

Thus, by completing a Claim Form, Connie will receive a pro-rata share of the Net Settlement Fund based on a 50.05 point value instead of a 31.05 point value.

d. Dollar Value of Points

To determine the amount each Class Member shall receive, the Settlement Administrator will total up the total value of all Class Members' points (including automatic and supplemental points). Each Class Member will receive a share of the Net Settlement Fund based on the relative percentage value of their points.

There are an estimated 43,000 Class Members. Those who were Consultants for only a few months and had few or no sales will receive fewer points than those who were Consultants for several years and had many sales and paid a large amount of fees. The dollar value of points will not be known until (1) all fees and costs associated with the settlement have been approved by the Court and deducted from the Maximum Settlement Fund; and (2) all claims have been processed.

To illustrate using the hypothetical Connie Consultant:

Assuming there are 43,000 Class Members, if the total number of points (automatic + supplemental) for all Class Members is 4,300,000 (average of 100 points per Class Member), Connie's 50.05 points is .001164 % of the total. In this scenario, Connie would receive .001552% of the Net Settlement Amount. If that amount is \$4,500,000, Connie will receive \$52.38.

If the total number of points for all class members is higher and/or the Court approves a lower Net Settlement Amount, Connie will receive less. If the total number of points for all class members is lower and/or the Court approves a higher Net Settlement Amount, Connie will receive more.

## **5. HOW MUCH WILL I RECEIVE UNDER THE SETTLEMENT? (AGGRIEVED EMPLOYEES/PAGA)**

California's Private Attorneys General Act ("PAGA") authorizes additional penalties for workers who experienced certain violations of the California Labor Code. The Parties have agreed to set aside \$500,000 of the \$8,000,000 Maximum Settlement Amount for payment of penalties. 75% of the penalties must be paid to California's Labor and Workforce Development Commission, and the remaining 25% (\$125,000) will be distributed to eligible Consultants. To be eligible, you must have been a Consultant between March 1, 2023 and [DATE] ("PAGA Claimants").

The Administrator will calculate Individual PAGA Payments by (a) dividing \$125,000 by the total number of PAGA Registered Periods worked by all PAGA Claimants and multiplying the result by the number of PAGA Registered Periods worked by each individual Aggrieved Employee. The Individual PAGA Payment is in addition to the Individual Settlement Payment described in Section 4.

If you choose to opt out of the Class, you will not receive the Individual Settlement Payment described in Section 4. But because you cannot opt out of the PAGA portion of this Settlement, you will still receive the Individual PAGA Payment.

## **6. HOW DO I CHALLENGE THE ACCURACY OF THE WORKWEEK DATA?**

The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period as recorded in Defendants' records, as well as a your history of sales, purchases, and fees paid are stated in the first page of this Notice.

You have until [DATE] to challenge the number of Registered Weeks and/or Registered PAGA Periods credited to you as well as the other data discussed above. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.

You need to support your challenge by sending copies of pay stubs or other records evidencing your work for Defendants and associated dates. This may include records reflecting the dates of your working relationship with Defendants, such as records showing the date you enrolled, terminated your relationship, or interacted with customers, other Consultants, or the public as a Consultant (such as communications with customers, social media posts, etc.). The Administrator will accept Defendants' calculation of Registered Weeks and/or Registered PAGA Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## **7. WILL I BE TAXED ON THE SETTLEMENT?**

Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment. The Administrator will report Individual Class Payments that exceed \$600 on IRS 1099 Forms.

The Administrator will report the Individual PAGA Payments that exceed \$600 on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

## **8. HOW WILL I BE PAID?**

After the Court grants Final Approval and the Settlement Administrator determines each Aggrieved Employee's and Class Member's pro rata share, payments will be sent to you.

PAGA Claimants and Class Members can visit the Settlement Website to elect their preferred payment method and/or update their contact information on the Claim Form.

Unless you provide alternative information and instructions, the Settlement Administrator will first send the payment to you via PayPal using the email address you provided to R+F. If you have a PayPal account associated with that email address, funds will be automatically deposited with no further action required from you.

If you do not have a PayPal account, or if your PayPal account is associated with a different email address, you will receive an email with instructions on how to claim your funds. If you do not respond within 28 days, a check will be prepared and mailed to you.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

## **9. WHAT HAPPENS IF THE COURT DOES NOT GRANT FINAL APPROVAL?**

The Proposed Settlement will be Void if the Court denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.



## **10. WHO IS THE SETTLEMENT ADMINISTRATOR?**

The Court has appointed a neutral company, Verita Global LLC, (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Registered Weeks, mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 15 of this Notice.

## **11. WHAT CLAIMS AM I RELEASING UNDER THE SETTLEMENT?**

After the Judgment is final and Defendants have fully funded the Maximum Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages or business expenses based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All 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.

The PAGA Claimants’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Maximum Settlement, all PAGA Claimants will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Claimants, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Claimants’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are 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.

## 12. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [DATE] Response Deadline.

If you choose to opt out, you must submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify that you are writing in regards to the *Dann v. Rodan + Fields* litigation, and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The request must be postmarked by [DATE] or it will be invalid.** Section 15 of the Notice has the Administrator's contact information.

Class Members who opt-out of the Settlement (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

## 13. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 49 days before the [DATE] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 15 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Website at (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiffs are too high or too low. **The deadline for filing written objections with the Clerk of the Court and providing a copy to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Dann v. The Rodan + Fields Company, et al.* Case No. CGC-24-612800, and include your name, current address, telephone number, and approximate dates of your role as a Consultant for R+F and sign the objection. Section 15 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 14 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

#### **14. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_\_ at (time) in Department [] of the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information. You can appear in person or via Zoom.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. If the Court authorizes a virtual hearing, information on how to participate virtually will also be provided on the Settlement Website.

#### **15. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Website. You can also send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court \_\_\_\_\_ website \_\_\_\_\_ by \_\_\_\_\_ going \_\_\_\_\_ to (<https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=79B7B43679F3735ADF903686760DD379DC23B788>) and entering the Case Number for the Action, Case No. CGC-24-612800. You can also make an appointment to personally review court documents in the Clerk's Office at the San Francisco Superior Courthouse by calling (415) 551-4000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.

You can also contact counsel below:

Class Counsel:

<b>CLARKSON LAW FIRM</b> Glenn A. Danas <i>gdanas@clarksonlawfirm.com</i> 22525 Pacific Coast Highway Malibu, CA 90265  Kristen G. Simplicio <i>ksimplicio@clarksonlawfirm.com</i> 1050 Connecticut Ave. NW Washington, DC 20036  Telephone: (213) 788-4050 Facsimile: (213) 788-4070	<b>TYCKO &amp; ZAVAREEI LLP</b> Shana Khader <i>skhader@tzlegal.com</i> 2000 Pennsylvania Avenue, NW Suite 1010 Washington, DC 20006  Telephone: (202) 973-0900 Facsimile: (202) 973-0950
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Counsel for Defendants

Eric M. George (State Bar No. 166403)

Christopher T. Berg (State Bar No. 344565)

**ELLIS GEORGE LLP**

2121 Avenue of the Stars, Suite 3000

Los Angeles, CA 90067

*egeorge@ellisgeorge.com*

*cberg@ellisgeorge.com*

Settlement Administrator

[INSERT]

# **Exhibit B**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

**ONLINE CLAIM FORM**

**FIRST SCREEN**

If you worked as a Consultant for Rodan + Fields in California between March 1, 2020 and [Date], then you may be eligible to participate in the proposed settlement in the matter of *Dann vs. The Rodan +Fields Company et al.*

Class Members do not need to complete the Claim Form to receive a payment from the Settlement. Settlement payments will be automatically sent to all Settlement Class Members, even if they do not complete a Claim Form. You should complete a Claim Form if you believe you are a Class Member and:

- You want to enter supplemental information about your hours worked and business related expenditures to increase your pro-rata share of the Settlement. You can read more about how Settlement payments will be determined here. If you elect to provide supplemental information, you must provide this information by [DATE].
- You want to provide updated contact information and payment preferences to the Settlement Administrator.

To complete a Claim Form, you will need your Unique ID. Consultants who are members of the Class were sent a notice containing their Unique ID to the email address they provided to Rodan + Fields. Your Unique Claim ID is printed on the first page of the notice that was sent. You can enter it here:

[FIELD]

If you did not receive a Unique ID or cannot locate it, please contact the Settlement Administrator at [phone number]

**SECOND SCREEN**

- Please read the full notice of this settlement (available at) carefully before filling out this Form.
- Keep a copy of your completed Claim Form for your records. Any documents you submit with your Claim Form cannot be returned.
- If your claim is rejected for any reason, the Settlement Administrator will notify you of the rejection and the reasons for such rejection.

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**PART A: CLAIMANT INFORMATION**

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FIRST NAME

LAST NAME

STREET ADDRESS

STREET ADDRESS 2

CITY

STATE

ZIP CODE

EMAIL ADDRESS

PHONE NUMBER

#### PAYMENT PREFERENCES

☐ The Settlement Administrator should send my share of the Settlement to my PayPal account at the above email address.

☐ The Settlement Administrator should send my share of the Settlement to my Venmo account at the above email address.

☐ The Settlement Administrator should send my share of the Settlement to my address above in the form of a check sent via U.S. mail to my address above.

To update the above information and/or change your payment preferences, click [here](#).

#### THIRD SCREEN

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### PART B: SUPPLEMENTAL TIME AND BUSINESS EXPENSES

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Please complete the below form with additional information about the time spent and expenses incurred in connection with your work as a R+F Consultant.

1. **On average, during the Class Period of March 1, 2020 to [date], approximately how many hours each week did you work as an R+F Consultant?** Include in your estimation time spent training and understanding rules and guidelines, making social media posts or other advertising, handling customer service issues, recruiting, and providing support to new consultants.

\_\_\_\_\_ hours/week (average)

2. **During the Class Period of March 1, 2020 to [date], did you purchase any special equipment or advertising tools to build your R+F business?** Examples include things such as a camera, a cell phone, computer, business cards, or other advertising materials. You do not need to have used these products exclusively for R+F business, but you should only list products that you did use for R+F business reasons.

You may enter up to six purchases.

3. **During the Class Period of March 1, 2020 to [date], did you pay for a cellular phone plan that you used for your business (such as communicating with customers, making social media posts to advertise R+F, etc).?**

Please check one. You may refer to your notice for the number of Registered Weeks you were enrolled as an R+F consultant. You should not count time during which you did not have a cell phone plan, or your cell phone plan was paid by an employer or by someone not residing in your household.

☐ I paid for a cell phone plan and used that plan to conduct R+F business at least once each month for \_\_\_\_ months that I was enrolled as a Consultant.

☐ I did not use a cell phone to conduct R+F business or I did not pay for the cell phone plan for the phone on which I conducted R+F business.

**4. During the Class Period of March 1, 2020 to [date], how many months did you pay for a home internet service that you used for your business (such as communicating with customers, making social media posts to advertise R+F, etc).?**

Please check one. You may refer to your notice for the number of Registered Weeks you were enrolled as an R+F consultant. You should not count time during which you did not have internet at home, or plan was paid by an employer or by someone not residing in your household.

☐ I paid for a home internet plan that I used to conduct R+F business at least once each month for \_\_\_\_ months that I was enrolled as a Consultant.

☐ I did not use a home internet plan to conduct R+F business or I did not pay for the home internet plan which I utilized to conduct R+F business.

Enter "0" ("zero") if the answer is no. You should not count months during which you did not have a home internet plan, or your home internet plan was paid by an employer or other third party.

**\*Submission of false or fraudulent information will result in the claim being rejected in its entirety.**

I declare under penalty of perjury under the laws of the United States of America that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review and that I may be required to provide additional information to establish that my claim is valid.

SIGNATURE

DATE

**CLAIM FORM REMINDER CHECKLIST**

**Before submitting this Claim Form, please make sure you:**

1. Double check your contact information and payment preferences in Part A.
2. Provide additional data in Part B.
3. Sign the Attestation under penalty of perjury in Part B. You must sign the Attestation to be eligible to receive benefits.
4. Keep a copy of your Claim Form and supporting documentation for your records.
5. An acknowledgement of receipt of your Claim Form will be sent to the email address in Part A.
6. You will not be able to edit Parts B after [DATE], but if you need to change your payment preferences after that date, you can revisit the Claim Form to do so.



**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 20, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: June 20, 2025

Brandon E. Riley, Court Executive Officer

By:   
Sean Kane, Deputy Clerk