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*Attorneys for Plaintiffs, the Putative Class,  
and all other Aggrieved Employees*

[Additional counsel listed on following page]

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

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

Plaintiffs,

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

**CLASS ACTION**

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

**SECOND SUPPLEMENTAL  
DECLARATION OF GLENN A. DANAS  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**PRELIMINARY APPROVAL HEARING**

Date: June 20, 2025

Time: 9:00 a.m.

Dept: 606

Complaint filed: March 1, 2024

FAC filed: May 14, 2024

ELECTRONICALLY

**FILED**

Superior Court of California,  
County of San Francisco

**06/18/2025**

**Clerk of the Court**

BY: JUDITH NUNEZ

Deputy Clerk

1 **TYCKO & ZAVAREEI LLP**

2 Shana H. Khader (*pro hac vice* forthcoming)

3 2000 Pennsylvania Avenue, NW, Suite 1010

4 Washington, District of Columbia 20006

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13 ecooper@tzlegal.com

14 *Attorneys for Plaintiffs, the Putative Class*

15 *and all other Aggrieved Employees*

## SECOND SUPPLEMENTAL DECLARATION OF GLENN A. DANAS

I, Glenn A. Danas, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, the 2d Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a partner at Clarkson Law Firm, P.C., counsel for Plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon (“Plaintiffs”). Our office is working collectively in this matter on behalf of Plaintiffs with Shana H. Khader and Emily Feder Cooper at Tycko & Zavareei LLP under a joint prosecution agreement. Unless stated otherwise, I have personal knowledge of the facts recited in this declaration and could and would competently testify to them under oath if called as a witness. This Supplemental Declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

2. The Court has instructed counsel to file a copy of the fee-sharing agreement in this matter. A true and correct copy of a signed fee-sharing agreement used in this matter is attached hereto as **Exhibit A**.

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

Executed on June 18, 2025, at Los Angeles, California.

*[Signature]*

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Glenn A. Danas

# **EXHIBIT A**

**AMENDED JOINT PROSECUTION AGREEMENT**

This AMENDED JOINT PROSECUTION AGREEMENT (“Amended JPA”) between the law firms of TYCKO & ZAVAREEI LLP (“TZ”) and CLARKSON LAW FIRM (“Clarkson”) (collectively, the “Firms”); sets forth the terms by which the firms shall continue to jointly prosecute existing litigation, including lawsuits and arbitrations, as well as any potential new arbitrations against Rodan + Fields LLC and related entities and individuals (“Defendants”), arising from its misclassification of Beachbody LLC consultants as independent contractors (the “Litigation”) and related wage and hour claims. It amends and supersedes the Firms’ August 29, 2023 Joint Prosecution Agreement (“Original JPA”) on the same matter. It is hereby agreed by and between TZ and Clarkson that effective October 1, 2024, the law firms shall work together on this Litigation as follows:

**PURPOSE OF AGREEMENT**

1. The Firms entered into the Original JPA in order to pool their resources and skills for the benefit of the clients, general public, aggrieved employees, and class or classes and to avoid duplicative work. By formally agreeing on a structure and mechanism for the conduct of this Litigation, the Law Firms hope to provide the most efficient prosecution of this Litigation and to offer the clients, including aggrieved employees and/or classes, the best possible representation. The Amended JPA is to facilitate the naming of Clarkson as Lead Counsel of the litigation from the date of execution of this Amended JPA forward (unless otherwise agreed to by the Firms in writing) while ensuring the Firms are compensated for their work in a matter reflective of their contributions and overall risk assumed. Notwithstanding any other provision in this Amended JPA, the Amended JPA shall be interpreted and construed in accordance with the best interests of the clients, aggrieved employees, and class or classes.

**LEAD COUNSEL AND DIVISION OF LABOR**

2. The Firms agree that, from the date of execution of this Amended JPA forward, Clarkson shall serve as Lead Counsel of the Litigation, and shall perform all work necessary to pursue the Litigation from the effective date, including discovery, motion practice, appeals, mediation, settlement approval, and any related arbitrations. Clarkson shall include TZ in major settlement discussions, including information regarding the Defendants' ability to pay, but Clarkson in consultation with and at the direction of client(s), shall retain authority with respect to all decisions regarding settlement and the litigation more broadly. In the event a class settlement is reached, TZ shall coordinate with Clarkson on the preparation of a fee petition, providing a declaration and other documentation and information as needed.

3. Each firm agrees to devote sufficient attorney and support staff resources needed to assure the accomplishment of their respective roles for purposes of this JPA.

4. Each firm's accumulated lodestar (hours expended multiplied by the Firm Group's normal hourly rates) incurred in the Litigation shall presumptively evidence the respective firm's contribution to benefit the Litigation.

5. Hourly rates shall have no impact on a firm's contribution.

#### **JOINT PRIVILEGES**

6. Each law firm shall be bound by the joint privileges accorded under this JPA including the attorney/client and work-product privilege. Nobody associated with the undersigned firms shall take any step to knowingly waive any such privilege without the consent of the other firms.

#### **VETTING OF PLAINTIFFS**

7. Each firm shall have the right to verify and approve any individual(s) put forward by any firm as a potential plaintiff in the Litigation. The firms must collectively agree on the addition of plaintiffs to the Litigation.

#### **ADDITION OF NEW PLAINTIFF LAW FIRMS**

8. No other law firms may be made parties to this JPA without approval of both firms upon such terms as both firms agree. This provision shall however, not be applicable to any bona fide successor in interest to any law firm that is a signatory to this JPA so long as that successor shall agree to be bound by the terms and conditions of this JPA. The firms may, however, agree to associate with additional counsel upon terms that are agreed upon in writing by both firms.

### **COST SHARING**

11. The firms in the prosecution of the Litigation will incur certain costs and expenses that shall be incurred on a uniform basis as set forth below. Specifically, the firms expect that conducting arbitrations on behalf of multiple current and former Beachbody consultants will incur out-of-pocket costs. Effective October 1, 2024, Clarkson will advance funds for common expenses and costs.

12. Clarkson shall pay invoices incurred on or after October 1, 2024 as they are due. TZ shall pay their share of invoices incurred prior to October 1, 2024, if any, upon receipt.

13. Joint costs and expenses include but are not limited to:

- a. the cost of deposition transcripts, videotapes, and real-time transcripts;
- b. document copying, data basing, imaging and other technology related to electronic discovery and documents produced herein;
- c. the cost of experts and consultants to prepare the case for trial;
- d. the costs of pre-trial preparation including any mock trials, trial technology, graphics and video editing;
- e. filing and other court fees (apart from *pro hac* admission fees);
- f. the costs of notifying aggrieved employees and/or class members.

14. General office expenses and costs are not considered joint costs and expenses but will be reimbursed upon payment for such costs and expenses as may be ordered and approved by the Court, and/or upon receipt of settlement funds. Such general office expenses which are

not joint expenses and costs, but which may be reimbursed under the conditions set forth above, include but are not limited to:

- a. The cost of photocopying of documents at the individual law firm, at a common per page rate;
- b. The cost of telecopying or faxing documents to or from the individual law firm, at a rate which may be based upon the standard charge for services based upon a common per document rate;
- c. The cost of telephone communications;
- d. The cost of extra staff, secretaries and computer support personnel, and law clerks at the individual law firms unless the Firms agree to designate a specific employee for specific purposes that benefit the overall objective of this joint prosecution agreement;
- e. The cost of computer research at the individual law firm, including LEXIS-NEXIS, and WESTLAW research;
- f. The costs of admission *pro hac vice* for the law firm's attorneys;
- g. The cost of travel, including airfare, rental cars, lodging, food and mileage.

15. Should any other law firm be brought in hereafter to jointly represent the clients, aggrieved employees, general public, and/or the class in this Litigation, it shall be assessed an appropriate contribution to the fund for expenses and costs already paid, and each firm's share of funds paid for common costs and expenses will be adjusted accordingly.

16. For the sake of consistency and equity between the firms, and to strive to ensure the fairness and propriety of future request(s) for reimbursement of costs and expenses, the firms agree to practice and adhere to consistency in the billing of Litigation costs and expenses. Accordingly, the following uniform practices will be used by the firms as to all expenses incurred in the prosecution of the Litigation for which members of the firms will be seeking reimbursement:

- a. Advertising for plaintiffs;
- b. In-house photocopies will be charged at 20 cents per page;



- c. Fax/telecopy will be charged at the standard cost charged by the firm to other clients;
- d. Telephone calls will be charged at cost;
- e. Computer research will be charged at the actual cost incurred by the firm without any markup;
- f. Travel expenses, including hotels, cars, and meals will be charged at cost and the Law Firms will use good judgment in incurring such expenses and avoid unreasonable costs. All airfare will be charged at coach fare except airfare for flights longer than four (4) hours, which will be charged at business or first-class fare. Mileage charges should be in conformity with governmental guidelines; and
- g. Charges for office personnel, such as law clerks, paralegals, secretaries, data processing or word processing, and overtime expenses therefore, will NOT be treated as costs advanced. Services for paralegals and law clerks may be presented as hours for fees, but not as expenses.

17. Each firm must track their individual expenses incurred and produce records demonstrating same upon request.

#### **DEFENDANTS' INABILITY TO PAY**

11. Notwithstanding anything in this Amended JPA, in the event one or more Defendant evades payment for any settlement or judgment rendered, the Firms shall meet and confer in good faith as to an appropriate division of work and costs associated with such collection, but in the absence of any agreement, work and costs shall be split 55% by Clarkson and 45% by TZ. Circumstances that may trigger the need for collection efforts include one or more Defendant filing for bankruptcy, or the date on which either Firm learns the Defendants will violate or have violated any court order or settlement agreement requiring payment. Any decisions under this provision shall be made jointly by both Firms.

#### **EXCHANGE OF LODESTAR RECORDS**

18. Reports of each Firm's accumulated lodestar in the Litigation shall be exchanged upon request.

## **RECOVERY AND DISTRIBUTION OF FEES, EXPENSES AND COSTS**

19. In the event attorneys' fees, court costs and/or expenses are recovered, they shall be distributed and divided among the firms as follows:

a. **REIMBURSEMENT OF JOINT EXPENSES**

First, joint reimbursable costs and expenses (other than those disapproved by the Court) shall be reimbursed to each firm who paid or incurred the identified costs and expenses and/or shall be reimbursed by repayment of the cash contributions made by the firm into the Litigation account.

b. **REIMBURSEMENT OF INDIVIDUAL FIRM GROUP EXPENSES**

Second, individual firm reimbursable costs and expenses (other than those disapproved by the Court) shall be reimbursed to the firm who paid or incurred the identified costs and expenses.

c. **DIVISION OF ATTORNEYS' FEES RECOVERED**

Third, attorneys' fees recovered in any manner, including fees awarded by the Court through any fee petition (or the net amount of any lump sum award by the Court, after reimbursement of costs and expenses from that sum), shall be distributed so that Clarkson receives 55% of the fee award and TZ receives 45% of the fee award.

## **MISCELLANEOUS PROVISIONS:**

20. If any term in this Joint Prosecution Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remaining terms of this Joint Prosecution Agreement shall remain in full force and effect, and shall not be affected.

21. If the firms are unable to agree, after good faith efforts, upon some material issue affecting the Litigation or the allocation of fees and costs, then the Law Firms will seek resolution of any such dispute through mediation and, if necessary, by arbitration. In the event the case is arbitrated, each firm group will nominate one neutral arbitrator and the two selected arbitrators will pick a third to act as the chairperson of a panel of three arbitrators. All firms

agree to be bound by such ruling or advice. All firms will jointly share the costs of such proceedings.

**NO INTENTION TO CIRCUMVENT LAWFUL ORDERS OF THE COURT**

22. This Amended JPA is explicitly subject to the lawful orders of the Court and shall not be interpreted in a manner that is inconsistent with any rulings by the Court or with the federal and state laws of the United States.

**Signatures on following page**

**TYCKO & ZAVAREEI LLP**

Signed by:  
By:   
03001ACF8C3343E...  
ANDREA GOLD

Date: January <sup>22</sup><sub>2</sub>, 2025

**CLARKSON LAW FIRM**

Signed by:  
By:   
9F5EE07E78E74EB...  
GLENN DANAS

Dated: January <sup>22</sup><sub>2</sub>, 2025

**SEEN AND AGREED BY CLIENT:**

  
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Dated: 02 / 05 / 2025

1 **PROOF OF SERVICE**

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

4 On **June 18, 2025**, I served a copy of the following document(s) on the interested party(ies) and/or  
5 person(s) identified on the Service List in the manner set forth below.

6 **Documents Served**

7 **SECOND SUPPLEMENTAL DECLARATION OF GLENN A. DANAS IN SUPPORT OF**  
8 **PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**  
9 **SETTLEMENT**

10 **Service List**

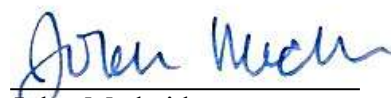
11 <b>ELLIS GEORGE LLP</b> Eric M. George <a href="mailto:egeorge@ellisgeorge.com">egeorge@ellisgeorge.com</a> Christopher T. Berg <a href="mailto:cberg@ellisgeorge.com">cberg@ellisgeorge.com</a> 2121 Avenue of the Stars, Suite 3000 Los Angeles, CA 90067  <i>Attorneys for Defendants</i>	12 <b>TYCKO &amp;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

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

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

19 Executed on **June 18, 2025**

20   
21 Jolen Medwid