CLARKSON LAW FIRM, P.C.
Glenn A. Danas (SBN 270317)
gdanas@clarksonlawfirm.com
Maxim Gorbunov (SBN 343128)
mgorbunov@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Telephone: (213) 788-4050
Facsimile: (213) 788-4070

Kristen G. Simplicio (SBN 263291)
ksimplicio@clarksonlawfirm.com
1050 Connecticut Ave. NW, Ste. 500
Washington, DC 20036
Telephone: (202) 688-2105

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,

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

CLASS ACTION

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

PLAINTIFFS' SUPPLEMENTAL BRIEFING IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

[Filed concurrently with Supplemental Declaration of Glenn A. Danas, Revised Declaration of Shana Khader, and Amended Declarations of Lauren Dann, Kathryn Cude, and Mary Yoon]

PRELIMINARY APPROVAL HEARING
Date: June 20, 2025
Time: 9 a.m.
Dept: 606

Complaint filed: March 1, 2024
FAC filed: May 14, 2024

TYCKO & ZAVAREEI LLP
Shana H. Khader (*pro hac vice* forthcoming)
2000 Pennsylvania Avenue, NW, Suite 1010
Washington, District of Columbia 20006
Telephone: (202) 973-0900
Facsimile: (202) 973-0950
skhader@tzlegal.com

Emily Feder Cooper (State Bar No. 352951)
1970 Broadway, Suite 1070
Oakland, California 94612
Telephone: (510) 254-6808
Facsimile: (202) 973-0950
ecooper@tzlegal.com

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

I. INTRODUCTION

Plaintiff Lauren Dann ("Plaintiff") filed her Motion for Preliminary Approval of Settlement on May 6, 2025 seeking approval of an $8,000,000 settlement with 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" or "R+F"). On May 27, 2025, the Court issued an Order Continuing Plaintiff's Motion for Preliminary Approval for Supplemental Briefing and Continuing Case Management Conference to June 20, 2025 (the "Order"). In its Order, the Court instructed Plaintiffs to submit supplemental briefing addressing the concerns below by June 6, 2025. On or around June 5, 2025, Plaintiff Dann filed an amended complaint adding Kathryn Cude and Mary Yoon as additional named plaintiffs (Lauren Dann, Kathryn Cude, and Mary Yoon, herein collective, the "Plaintiffs"). Plaintiffs now submit this supplemental briefing below to address the Court's concerns.

II. SUMMARY OF THE LITIGATION AND SETTLEMENT

A. Commonality and Predominance

Plaintiffs filed amended declarations from Named Plaintiffs Lauren Dann, Mary Yoon, and Kathryn Cude attesting that common issues predominate. (Amended Declaration of Lauren Dann ["Am. Dann Decl."] ¶ 4.; Amended Declaration of Kathryn Cude ["Am. Cude Decl."] ¶4; Amended Declaration of Mary Yoon ["Am. Yoon Decl"] ¶4.) All three testified that they followed R+F's policies and procedures in performing their work, and based on their experiences using R+F's platforms and training and engaging with other Brand Consultants, understand that their experiences were common across those of all Brand Consultants.

B. Typicality and Adequacy

Plaintiffs filed amended declarations from Named Plaintiffs Lauren Dann, Mary Yoon, and Kathryn Cude demonstrating their adequacy and typicality. (Am. Dann Decl ¶¶ 3-4; Am. Cude Decl ¶¶ 3-4; Am. Yoon Decl ¶¶ 3-4.)

C. Reasonableness

The Court instructed Plaintiffs to provide further explanation of the overall reasonableness of the settlement, in light of the total maximum possible recovery.

The Settlement is reasonable because this case presents three extraordinary risks. (Supplemental Declaration of Glenn A. Danas ["Supp. Danas Decl."] ¶ 2.) First, R+F contends that Plaintiffs and the class are bound by an arbitration agreement with a class action waiver which the Court has not ruled on yet. (*Id*. ¶ 2.) Not only do Plaintiffs have to show that they are not bound by the arbitration agreement, but to avoid significant risks during class certification, Plaintiffs must show that no arbitration agreement is enforceable as to the whole class. (*Id*. ¶ 2.) Second, this case involves novel legal issues that create significant uncertainty of success during both class certification and trial. (*Id*. ¶ 3.) Third, R+F's financial situation makes it unclear as to how much Class Members will be able to recover or how long they will need to wait to do so, even if Plaintiffs succeeded at every stage. (*Id*. ¶ 3.) All three of these extraordinary risks could potentially cause class members to recover nothing, or wait years for recovery. (*Id*. ¶ 3.) Each factor alone warrants a high discount on likely recovery, and taken together, the discount rate is warranted, particularly in light of the early resolution. (*Id*. ¶ 3.)

1. The Arbitration Agreements Present Significant Risk That Most Class Members Will Recover Nothing

Defendants claim that Brand Consultants agreed to an arbitration agreement with a class action waiver when they consented to the R+F Terms and Procedures. (*Id*. ¶ 4.) Therefore, to even get to the class certification stage (which bears its own risks), Plaintiffs would first need to prevail on successfully opposing Defendants' motion to compel arbitration. (*Id*. ¶ 4.) Courts have applied significant discounts on the issue of arbitration alone. (*O'Connor v. Uber Techs., Inc.* (N.D.Cal. Mar. 29, 2019, No. 13-cv-03826-EMC) 2019 U.S.Dist.LEXIS 54608, at *6 [agreeing with the plaintiffs that an enforceable arbitration agreement "could well render a settlement providing monetary relief reflecting a 90% discount off the verdict value . . . fair and adequate.")

Here, Plaintiffs foresee potential difficulty in prevailing overall on an opposition to Defendants' motion to compel arbitration in light of California's "policy favoring arbitration" (*People v. Maplebear Inc*. (2022) 81 Cal.App.5th 923, 930 [explaining that "Undoubtedly, both the federal government and "California ha[ve] a strong public policy in favor of arbitration as an expeditious and cost-effective way of resolving disputes"].) If Plaintiffs did not prevail on

opposing Defendants' motion, Plaintiffs may no longer be able to seek class claims in neither court nor arbitration because class action waivers are valid in California. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 366 [concluding that the *Gentry* rule prohibiting class action waivers is pre-empted by the Federal Arbitration Act].) Should that happen, Plaintiffs would at best, be able to seek only a claim under PAGA on a non-individual basis. (Supp Danas Decl. ¶ 5.)

In the event an arbitration agreement were to be enforced here, there would be challenges in pursuing individual arbitrations on behalf of all 42,217 class members. For example, given the novel nature of the claims, discussed in the next section below, and each class member's relatively small damages, class members may encounter challenges finding counsel to represent them in arbitration. And R+F may argue that the Commercial Rules apply, or that each individual class member must pay some sizeable portion of the arbitrator's fees – fees that are likely to dwarf the cost of any recovery, making it impossible for many to effectively vindicate their rights. Of course, any class member who wished to pursue individual arbitration could opt-out of the class to do so, but for those that remain in the class, their likely alternative to settlement would be no recovery at all.

Therefore, if Plaintiffs lost on the motion to compel arbitration, this would significantly reduce the monetary recovery for the portion of the class who worked within the 1-year statute of limitations, while leaving anyone who does not have claims within the 1-year statute of limitations period of PAGA without any recovery.[1] (*Id*. ¶ 6.)

Adding to the challenges associated with arbitration, even if Plaintiffs were to defeat a motion to compel arbitration, Plaintiffs would need to prevail in a way that would invalidate the

---

[1] PAGA claims have a 1-year Statute of limitations, compared to class claims which have a three-year statute of limitations with employees being able to recover damages for an additional fourth year under the Unfair Competition Law ("UCL"). (*Hutcheson v. Superior Court* (2022) 74 Cal.App.5th 932, 939 ["PAGA action is subject to a one-year statute of limitations"]; (*Murphy v. Kenneth Cole Productions, Inc*. (2007) 40 Cal.4th 1094, 1095 [Wage and hour claims such as failure to provide meal and rest breaks is subject to a three-year statute of limitations]; *Mejia v. Ill. Tool Works Inc.* (C.D.Cal. Dec. 12, 2019, No. CV-18-09969-MWF(JCx)) 2019 U.S.Dist.LEXIS 228668, at *33 ["UCL provides an independent basis to pursue [Labor Code] claims . . . to the four-year statute of limitations.")

agreement for the entire class, otherwise, Plaintiffs face additional risks at class certification. (*See e.g. Pardo v. Papa, Inc*. (N.D.Cal. Dec. 31, 2024, No. 21-cv-06326-RS) 2024 U.S.Dist.LEXIS 234921, at *7 [denying class certification because plaintiffs did not sufficiently challenge that most of the potential class members are subject to an arbitration agreement]; *Andrade v. Am. First Fin., Inc.* (N.D.Cal. Aug. 16, 2022, No. 18-cv-06743-SK) 2022 U.S.Dist.LEXIS 146378, at *17[denying class certification because the plaintiff "cannot satisfy the requirements of typicality and adequacy to represent a class of persons who are subject to the arbitration provision."]) In invalidating the agreement for the entire class, Plaintiffs would need to show that the agreement itself is unconscionable. (Supp Danas Decl. ¶ 7.) However, even when arbitration agreements contain unconscionable provisions, it is not uncommon for courts to simply sever the unconscionable provisions and compel the matter to arbitration anyway. (*See e.g. Dotson v. Amgen, Inc.* (2010) 181 Cal.App.4th 975, 985 [concluding that the trial court "abused its discretion by refusing to sever" the unconscionable provision]; *Serafin v. Balco Properties Ltd.*, LLC (2015) 235 Cal.App.4th 165, 184 [explaining that the plaintiff has failed to show that unconscionability so permeates that arbitration agreement that it cannot be saved by severance]; (*Nguyen v. Applied Medical Resources Corp.* (2016) 4 Cal.App.5th 232, 256 [finding that the trial court did not abuse its discretion in severing the unconscionable provision].)

Accordingly, to say that Plaintiffs faced an uphill battle would be an understatement. (Supp Danas Decl. ¶ 8.)

2. This Case Presents Novel Legal Questions that Create Risks at Every Stage of The Action Even getting through this ordeal, Plaintiffs still face a multitude of risks in class certification and winning on the merits.

This case also presents a novel legal question that not only makes prevailing on the merits uncertain but would invite novel challenges at every stage of litigation, including at class certification and in damages modeling. (Supp Danas Decl. ¶ 9.)

The novel legal question here involves the interpretation of the Direct Sales exemption to AB 5. (*Id*. ¶ 10.) Specifically, AB 5 codifies the ABC test set forth in *Dynamex Operations W. v. Superior Court* (2018) 4 Cal.5th 903, however, it provides that workers in certain exempted jobs

and industries are instead subject to the more rigorous multifactor test laid out in *S. G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341, provided the hiring entity can show the exemption applies. Defendants, like much of the multi-level marketing industry, maintain that the exemption at Labor Code 2750.3(b)(5) of AB 5, applies to their salesforce of independent contractors. (Supp Danas Decl. ¶ 10.)

As Plaintiffs allege in the Complaint, the exemption was written several decades ago, and the MLM industry has long depended on that exemption to justify its decision to classify sellers, such as the R+F Consultants here, as independent contractors. Compl. ¶ 6. Plaintiffs allege that R+F's business model does not fall under the exemption, which requires sales be conducted, "primarily in person," Unemp. Ins. Code, § 650, as Class Members predominately sold online, via social media. (Supp Danas Decl. ¶ 11.) R+F may argue that it covers social media transactions as well as those physically in person, and may have other challenges to the interpretation of the text of that exemption. (*Id*. ¶ 11.) The risk of prevailing on the merits here is significant, as Plaintiffs' counsel is unaware of any California court opinions interpreting what "in person" means in the context of that law. (*Id*. ¶ 12.) And if Defendants ultimately prevailed, the misclassification inquiry would be guided by the Borello test, under which Plaintiffs would find it more difficult to prevail than under AB5's ABC test. (*Id*. ¶ 12.)

Unlike the Borello test, the ABC test creates a rebuttable presumption that a worker is an employee unless the employer can show that *all three conditions* of the test apply. (*Dynamex Operations W. v. Superior Court* (2018) 4 Cal.5th 903, 955; Aguiluz v. Flowers Foods, Inc. (C.D.Cal. Dec. 17, 2024, No. 2:23-cv-05712-SPG-PVC) 2024 U.S.Dist.LEXIS 228219, at *33.) This makes it far easier for employees to prevail as the entire burden is placed on the company to show that the workers should be classified as independent contractors. (Supp Danas Decl. ¶ 13.) In contrast to the ABC test, the burden on the employer is much lighter under the multi-factor *Borello* test as R+F would have to simply shift the factors in their favor, rather than meet all of the condition under the ABC test, which in turn, means that Plaintiffs would need to argue that the multifactor test weighs in favor of Plaintiffs and the class, rather than R+F. (*Id*. ¶ 14.) Moreover, applying the Borello test might create additional risks for Plaintiffs at the class certification stage

due to its complex multifactor analysis. *Ayala v. Antelope Valley Newspapers, Inc*. (2014) 59 Cal.4th 522, 544 [explaining that the trial court found that the "heavily individualized inquiries [will be] required to conduct the [Borello Test]."]

Adding to the risk on the novel legal theory here is the fact that even if Plaintiffs prevail on this issue, appeals are likely and may delay resolution. (Supp Danas Decl. ¶ 15.) Appeals will be high stakes, as a ruling here could have repercussions for the entire multi-level marketing industry in California. (*Id*. ¶ 15.)

The novel legal question here creates unusual class certification risks. (*Id*. ¶ 16.) As the standard is "primarily" in person, Defendants may argue that presents individual issues. And because the multi-level marketing industry operates differently than many other industries, other class certification defenses here will be novel. (*Id*. ¶ 16.) For example, that unlike in other industries where potentially misclassified individuals have a clear relationship with the company of performing work, Defendants will argue that many of the Consultants simply registered to obtain discounts on R+F products. (*Id*. ¶ 17.) Brand Consultants are able to earn commission by marketing R+F products to others. (*Id*. ¶ 17.) Brand Consultants sell these products by providing a form of referral link to potential consumers. (*Id*. ¶ 17.) If an individual purchases the products on R+F's website through the use of a Brand Consultants referral link, the Brand Consultant earns commission. (*Id*. ¶ 17.) However, earning commission is not the only benefit of signing up to be a Brand Consultant. Brand Consultants also benefit from 25% discounts on products purchased from R+F, and Defendants contend that many individuals simply signed up as a Brand Consultants to take advantage of the discounts to use the products for themselves or sell them on the side for a markup. (*Id*. ¶ 17.) The data provided by R+F shows that over half (51%) of Brand Consultants did not earn a single commission from R+F[2]. (*Id*. ¶ 18.) R+F can therefore argue that whether someone worked or simply signed up to receive discounts presents individualized issues. (*Id*. ¶ 18.)

[2] This value includes anyone who decided to purchase products and sell them on the side for their own profit without going through R+F.

3. Plaintiffs succeeding on the novel and threshold issues simply puts Plaintiffs and the Class in the same position as standard wage and hour claims

Should Plaintiffs prevail on invalidating the arbitration agreement as to the whole class, successfully arguing that the novel issues here should be decided in their favor, certifying the class, and showing that Class Members were misclassified, Plaintiffs would still need to prove Defendants' liability under the actual claims themselves (e.g. that they were entitled to meal and rest breaks and Defendants failed to provide compliant breaks.) (Supp Danas Decl. ¶ 19.) For example, Defendants argue that Class Members fall under the outside salesperson exception, which exempts them from almost every alleged claim except willful misclassification and failure to reimburse business expenses. (*Id*. ¶ 19.)

Even if Plaintiffs succeeded on all of the threshold issues discussed above, the underlying claims themselves carry their own risk. (*Id*. ¶ 20.) For example, Plaintiffs would need to prove that Defendants did not permit class members to take meal and rest breaks despite class members selling and marketing products on their own schedules. (*Id*. ¶ 20.) Additionally, the California Supreme Court has recently held that employers are only liable for failure to provide accurate wage statements and failure to pay all wages upon termination if they do so "knowingly and intentionally." (See generally *Naranjo v. Spectrum Security Services, Inc*. (2024) 15 Cal.5th 1056.) If an employer has a reasonable, good faith belief it is complying with California law, it may be able to avoid liability under Labor Codes 226 and 203. (*Id*.) Similarly, Defendants would also dispute whether the misclassification itself was "willful." Moreover, a Court has discretion to reduce PAGA penalties if an employer makes a "good faith attempt" to comply with California law. (*Carrington v. Starbucks* (2018) 30 Cal.App.5th 504, 517, 529 [affirming the trial court's decision to award only $5 for each PAGA violation.])

4. R+F's Financial Concerns Makes Litigation and Recovery of a Larger Judgement Uncertain

Finally, as initially discussed in Plaintiff Dann's Motion for Preliminary Approval of Settlement, Plaintiffs further discounted the settlement in light of R+F's financial concerns and the risk that even after all of the work, time, and expense spent on prevailing on all of the issues above

may not ultimately provide Class Members with a recovery higher than this settlement. (Supp Danas Decl. ¶ 23.) In the Court's May 27, 2025 Order Continuing Plaintiff's Motion For Preliminary Approval, the Court suggested that Defendants submit a declaration regarding Defendants' financial condition to assist the Court's assessment of the reasonableness of the settlement. Defendants have submitted the sealed supplemental declaration of Thomas Trautmann, filed on June 6, 2025, which contains the requested information.

5. In Light of These Risks, the Discounted Amount is Warranted and Reasonable.

Taking all of these risks into account, the discount here is warranted. Courts have approved settlements in the single digit percent of exposure with less risks than are present here. For example, in *Maciel v. Bar 20 Dairy, LLC*, the court approved a wage and hour settlement of $450,000, just 5% of the total estimated recovery $8,400,000. *Maciel v. Bar 20 Dairy, LLC* (E.D.Cal. May 5, 2021, No. 1:17-cv-00902-DAD-SKO) 2021 U.S.Dist.LEXIS 87242, at *17.) In assessing the strength of the case, Plaintiffs pointed to risks in overcoming the defendant's defenses such as compliant meal and rest break policies (despite having uncompliant informal policies), risk in not being able to prove willfulness on statutory penalties, and risk that courts have discretion to lower PAGA penalties. (*Id*. at pp. 10-14.) Furthermore, Plaintiffs have not yet certified the class. In light of these risks, the court found the settlement to be reasonable. (*Id*. at p. 15.) Here, Plaintiffs pointed to similar risks, in addition to the risk of arbitration, risk of novel issues, and importantly, the risk of R+F's financial concerns.

Similarly, in *Stovall-Gusman v. W.W. Grainger, Inc.*, the court granted preliminary and final approval of a $715,500 settlement despite the potential recovery being estimated as high as $22,600,000[3], or about 3%. (*Stovall-Gusman v. W.W. Grainger, Inc.* (N.D.Cal. Oct. 30, 2014, No.

[3] The court explains that the upper end of the overtime claim, assuming three hours of overtime per day, is estimated to be $21 million and the wage statement and waiting penalty claims are estimated at $1.6 million, together equaling $22.6 million in potential exposure.

13-cv-02540-JD) 2014 U.S.Dist.LEXIS 153973, at *1, 3, 7.)[4] In justifying the settlement, the plaintiffs point to uncertainty in certifying the class in light of Ninth Circuit precedent and the risk that putative class members may be exempt. (*Id.* at *7-8.) Here, Plaintiffs face similar challenges, as well as additional challenges. In light of the novel issues, Plaintiffs face significant challenges during class certification. Defendants also contend that Consultants are independent contractors, not employees, and are therefore not entitled to any relief or protection of the asserted claims as these claims only apply to employees. Additionally, Plaintiffs face the compounded risk of arbitration agreements and R+F's financial concerns, which are not found in *Stovall*.

In light of the reasons above, the settlement here is reasonable.

D. Notice

The Court identified some concerns with the language in the Class Notice. The Class Notice has been revised to include the changes identified in the Court's Order. (Supp Danas Decl. ¶ 24, Ex A.) The response deadline that the settlement administrator will insert into the Notice prior to distribution will be 60 days from the e-mailing of the notices. Should any notices require mailing, those Class Members will have an additional 14 days added to their deadline to respond per Section 7.4.5. of the Settlement.

E. Fee Splitting

Counsel has complied with their ethical duties by informing Plaintiffs of the fee-split arrangement and obtaining their consent. (Am. Dann Decl ¶ 12; Am. Cude Decl ¶ 11; Am. Yoon Decl ¶ 12.)

F. Proof of Service on the LWDA

The Court instructed counsel to provide proof of service of the settlement on the LWDA. A copy of the confirmation of the LWDA submission confirmation page showing proof of service on the LWDA is attached to the Supplemental Declaration of Glenn A. Danas. (Supp Danas Decl. ¶ 25, Ex B.)

---

[4] The court granted final approval on June 17, 2025. (Stovall-Gusman v. W.W. Granger, Inc. (N.D.Cal. June 17, 2015, No. 13-cv-02540-HSG) 2015 U.S.Dist.LEXIS 78671, at *1.)

G. Litigation Costs

The Court has raised concern by the amount of costs that could incur and suggested a cap on the amount of costs. The parties amended the settlement agreement to include a cap of litigation costs of $30,000. (Supp Danas Decl. ¶ 26, Ex C.)

H. Funding

The Court's May 27, 2025 Order also invited Defendants to explain the tiered funding structure of the settlement. That information is contained in Mr. Trautmann's supplemental declaration at paragraph 12.

As set forth in the settlement agreement, the settlement will be funded on the following schedule:

- 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.

By structuring payments over time, Plaintiff was able to obtain a larger settlement than they might have otherwise for the reasons set forth in the supplemental declaration of Thomas Trautmann.

I. Miscellaneous Issues

The perjury language in the declaration of Shana Khader has been revised to include California. (*See* Declaration of Shana Khader in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.)

Dated: June 6, 2025

Respectfully submitted,

CLARKSON LAW FIRM, P.C. &
TYCKO & ZAVAREEI LLP

/s/ Glenn A. Danas

Glenn A. Danas
Kristen G. Simplicio
Maxim Gorbunov
Shana H. Kader
Emily Feder Cooper

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

PROOF OF SERVICE

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

On **June 6, 2025**, I served a copy of the following document(s) on the interested party(ies) and/or person(s) identified on the Service List in the manner set forth below.

Documents Served

PLAINTIFFS' SUPPLEMENTAL BRIEFING IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

Service List

ELLIS GEORGE LLP Eric M. George egeorge@ellisgeorge.com Christopher T. Berg cberg@ellisgeorge.com 2121 Avenue of the Stars, Suite 3000 Los Angeles, CA 90067 *Attorneys for Defendants*	**TYCKO & ZAVAREEI LLP** Shana H. Khader skhader@tzlegal.com 2000 Pennsylvania Avenue, Northwest, Suite 1010 Washington, District of Columbia 20006 **TYCKO & ZAVAREEI LLP** Emily Feder Cooper ecooper@tzlegal.com 1970 Broadway, Suite 1070 Oakland, California 94612 *Attorneys for Plaintiff, the Putative Class, and all other Aggrieved Employees*

Method of Service

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

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

Executed on **June 6, 2025**

/s/*Antonia Smith*
Antonia Smith