

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, California 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) 998-2299

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

[Additional counsel listed on following page]

ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

09/30/2025
Clerk of the Court
BY: SANDRA SCHIRO
Deputy Clerk

**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]*

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

[Filed concurrently with Plaintiffs' Notice of
Motion and Motion for Final Approval,
Memorandum of Points and Authorities,
Declaration of Annette Kashkarian, and
[Proposed] Order]

FINAL APPROVAL HEARING

Date: October 31, 2025

Time: 2:30 p.m.

Dept: 606

Complaint filed: March 1, 2024

FAC filed: May 14, 2024

SAC filed: June 5, 2025

1 **TYCKO & ZAVAREEI LLP**

2 Shana H. Khader (*pro hac vice*)
3 2000 Pennsylvania Avenue, NW, Suite 1010
4 Washington, District of Columbia 20006
5 Telephone: (202) 973-0900
6 Facsimile: (202) 973-0950
7 skhader@tzlegal.com

8 Emily Feder Cooper (State Bar No. 352951)
9 1970 Broadway, Suite 1070
10 Oakland, California 94612
11 Telephone: (510) 254-6808
12 Facsimile: (202) 973-0950
13 ecooper@tzlegal.com

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court; the United States Court of Appeals for the First Circuit; the Court of Appeals for the Second Circuit; the Court of Appeals for the Third Circuit; the Court of Appeals for the Fourth Circuit; the Court of Appeals for the Eighth Circuit; the Court of Appeals for the Ninth Circuit; and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California and the Eastern District of Michigan. I am a partner at Clarkson Law Firm, P.C., and counsel for Plaintiffs Lauren Dann, Kathryn Cude, and Mary Yoon (“Plaintiffs”). Our office is working collectively in this matter on behalf of Plaintiffs with Kristen G. Simplicio, 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 Declaration is submitted in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2699, et seq.) representative action. Plaintiffs and putative class members worked in California as independent contractors for Defendants during the class period, selling Defendants’ products as “Brand Consultants.” Defendants sell beauty products throughout the United States, including in California. Defendants recently changed their business model from a multi-level marketing business (MLM) to a direct-to-consumer model.

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

1 civil penalties under PAGA.

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

9 5. On May 14, 2024, Plaintiffs filed their First Amended Class and Representative
10 Action Complaint, which added a cause of action for civil penalties under PAGA (“Operative
11 Complaint”). On June 5, 2025, Plaintiff Dann filed a stipulation for leave to file her Second
12 Amended Class Action Complaint. Attached to the stipulation was a true and correct copy of the
13 Second Amended Complaint which sought to add two additional plaintiffs, Kathryn Cude and
14 Mary Yoon, as well as conform the class definitions more closely to the definition in the settlement
15 agreement (“Operative Complaint”). Other than those changes, the Operative Complaint is
16 substantively identical to the First Amended Class Action Complaint.

17 6. This Court issued an Order Granting Plaintiffs’ Motion for Preliminary Approval of
18 Class Action Settlement on June 20, 2025.

19 DISCOVERY AND INVESTIGATION

20 7. Plaintiffs’ counsel undertook a lengthy investigation before bringing this lawsuit,
21 including researching the MLM industry as a whole, R+F’s business model, as well as undertaking
22 extensive legal analysis of the direct sales exemption to AB5, codified at California Unemployment
23 Code, section 650. Following the filing of the Complaint, the Parties exchanged documents and
24 information before mediating this action. Defendants produced various documents including data
25 showing the account enrollment and termination dates of putative class members, policies and
26 procedures that governed putative class members, and data reflecting payments made to and
27 purchases made by putative class members. Defendants also provided various financial records
28 and information evidencing their inability to pay a larger settlement. Before filing, and in

1 preparation for mediation, Plaintiffs' counsel consulted at length with Plaintiffs and others
2 regarding their experiences, including a thorough review of materials they provided.

3 8. After reviewing and analyzing documents regarding Defendants' policies and
4 practices, documents showing payments to Brand Consultants and purchases made by Brand
5 Consultants, and other documents related to the claims, Class Counsel was able to evaluate the
6 probability of R+F's success on a motion to compel arbitration and likely impact of *Viking River*
7 *v. Moriana*, 596 U.S. 639 (2022), on the progression of the PAGA claims in the event Defendants
8 were successful on arbitration. Class Counsel also evaluated the likelihood of success on class
9 certification, success on the merits, and Defendant's maximum monetary exposure for all claims.
10 Class Counsel's financial expert also reviewed financial documents produced by Defendants. Class
11 Counsel also investigated the applicable law regarding the defenses Defendants indicated they
12 would assert in the Litigation. Class Counsel reviewed these records and prepared a damages
13 analysis prior to mediation.

14 SETTLEMENT NEGOTIATIONS

15 9. On July 5, 2024, the Parties participated in a full-day private mediation with
16 experienced class action and employment mediator, Hon. Louis Meisinger (Ret.). The settlement
17 negotiations were conducted at arm's length and, although conducted in a professional manner,
18 were fully adversarial. The Parties went into the mediation willing to explore the potential for a
19 settlement of the dispute, but each side was also prepared to litigate their position through trial and
20 appeal if a settlement had not been reached.

21 10. After extensive negotiations and discussions regarding the strengths and
22 weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties were able to reach a
23 resolution, the material terms of which are encompassed within the Settlement Agreement.

24 UPDATED LODESTAR AND LITIGATION COSTS

25 11. When Plaintiffs filed their Motion for Award of Attorneys' Fees, Costs, and Service
26 Award ("Fees Motion"), Plaintiffs provided the amount of hours they spent working on this Action
27 through July 31, 2025. Since Plaintiffs ultimately filed their motion Fees Motion on August 8,
28 many of the hours spent on reviewing, revising, and finalizing the motion were not accounted for

1 in the Fees Motion. Since July 31, 2025, Class Counsel has spent an additional 124.9 hours on
2 tasks which include:

- 3 • Reviewing, revising, and finalizing the Fees Motion;
- 4 • Speaking with class members and answering their questions regarding the settlement and
5 the notice;
- 6 • Reviewing weekly progress of the notice procedure;
- 7 • Responding to issues or inquiries from the settlement administrator;
- 8 • Drafting, reviewing, and revising the motion for final approval of settlement.

9 12. With the addition of these hours, Plaintiffs' lodestar amount is \$1,156,257.23 with
10 a resulting multiplier of 2.31.

11 13. In their Fee Motion, Class Counsel requested to be reimbursed for litigation costs
12 in the amount of \$25,865.49. Since the filing of the Fees Motion, Class Counsel have incurred an
13 additional \$153.26 in litigation expenses related to filing and serving of documents. Accordingly,
14 Class Counsel requests reimbursement of \$26,018.75 expenses.

15 CY PRES

16 14. The Parties have conferred and selected Dress for Success
17 (<https://dressforsuccess.org/>) as the Cy Pres Recipient subject to court approval.

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

20 Executed on September 30, 2025 at Los Angeles, California.

21 
22 _____
23 Glenn A Danas

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

6 **Documents Served**

7 **DECLARATION OF GLENN A. DANAS IN SUPPORT OF PLAINTIFFS' MOTION FOR
8 FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

9 **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 <i>Attorneys for Defendants</i>	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 <i>Attorneys for Plaintiff, the Putative Class, and all other Aggrieved Employees</i>
--	--

14 **Method of Service**

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

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

20 Executed on **September 30, 2025**

21 /s/ Jolen Medwid
22 Jolen Medwid