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Attorneys for Plaintiff

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CARLA OLSON individually and on behalf
of all others similarly situated,

Plaintiff,

v.

YERBAE, LLC, a Delaware limited liability
company; and DOES 1 to 100, inclusive

Defendant.

CASE NO. 25CU002722C
Complaint Filed: January 16, 2025

CLASS ACTION

**DECLARATION OF CARLA OLSON
IN SUPPORT OF PLAINTIFF'S
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Hon. Wendy M. Behan
Hearing Date: April 23, 2027
Time: 10:15 A.M.
Dept: C-66

DECLARATION OF CARLA OLSON

INTRODUCTION

1. I am the named Plaintiff and class representative in this matter. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and, if called upon to testify I could and would testify competently thereto.

2. At all times relevant to this case, I was a California resident who was formerly employed by Defendant as a brand ambassador. Throughout my employment, employees, including myself, were misclassified as independent contractors, were not provided duty free meal and rest periods, and were not reimbursed for business expenses.

1 3. Throughout my employment, I was systematically misclassified by Defendant as an
2 independent contractor when in fact I was an employee. In addition, I did not receive meal and rest
3 periods although I am entitled to them. I also had to use my own money to purchase items that were
4 needed to sell Yerbae products. However, Defendant did not reimburse my business expenses. I was
5 laid off and received my final check only two to three weeks later. I am yet to receive my paystubs.

6 4. I am aware of all the major deal points of the proposed Settlement Agreement,
7 including the maximum settlement amount of \$75,000.00, the sum of up to \$24,750.00 as attorneys'
8 fees, the sum of \$10,000.00 as costs to Class Counsel, the Settlement Administration Costs, not to
9 exceed \$6,500.00, the \$5,000.00 service enhancement award payable to the class representative, and
10 the payment to the LWDA for its portion of the PAGA penalties in the amount of \$3,000.00, with the
11 remaining \$1,000.00 divided equally among the Aggrieved Employees.

12 5. I understand the scope of the class. The Class shall mean (a) all current and former
13 individuals who worked for Yerbae in California as brand ambassadors or in any similar capacity and
14 who were classified as independent contractors at any time during the PAGA period ("PAGA
15 Settlement Class" or "PAGA Class Members"); and (b) Plaintiff and all other California residents
16 who are or have been employed by Defendants and/or their predecessor or merged entities in
17 California who worked as brand ambassadors or in any similar capacity, who signed independent
18 contractor agreements with Defendants, and who were classified as independent contractors during
19 the Class Period (collectively, the "Class Members")¹

20 6. I agree that the settlement is fair and reasonable given all of Defendant's various
21 defenses.

22 7. I believe my Service Enhancement Award of \$5,000.00 as proposed in the Settlement
23 Agreement is fair based on the time and effort I have devoted to this case as Class Representative.

24 8. I am an adequate Class representative since I committed to representing the interests
25 of the Class, have no interests that are averse to members of the Class, and understand and accepted
26 my duty to represent the best interests of the class. I provided my counsel with information when
27 asked which was crucial to the draft of the class complaint and mediation brief, discussed settlement

28 ¹ Any Class Member hired after the date of preliminary approval shall not be included in the Settlement Class.

1 strategy with my counsel, all of which demonstrated my commitment to the Class.

2 9. I am not aware of any other pending matter or action asserting claims that will be
3 extinguished or adversely affected by the Settlement. I have no interest in or relationship, financial
4 or otherwise, with the Settlement Administrator, ILYM Group, Inc.

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

7 Executed on this 08/11/2026, in Spring Valley, California.

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10 By: Carla Olson
F99F0AA50E434CE2DA95056BC00181EA ready**sign**
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