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Attorneys for All Plaintiffs

IN THE SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

SARAH RAD, individually and on
behalf of all others similarly situated;
and THE CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT
AGENCY, a California governmental
agency, *ex rel.* SARAH RAD,

Plaintiffs,

v.

SKINSPIRIT ESSENTIAL, LLC, a
Washington corporation; and DOES 1-
15, inclusive,

Defendants.

Case No.: 24CV095295

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT, AND
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

Hearing Date: September 9, 2026

Hearing Time: 1:30 p.m.

Reservation: CRS# A-95295-001

Assigned for all purposes to:
Judge Patrick McKinney
Department 18
Rene C. Davidson Courthouse
1221 Oak Street
Oakland, CA 94612

1 Settlement Agreement.

2 4. The Court further approves the PAGA settlement applicable to the LWDA and
3 the Aggrieved Employees, consisting of individuals employed by Defendant in California and
4 classified as non-exempt employees who worked for Defendant during the PAGA Period, as
5 defined in the Settlement Agreement.

6 5. The Court finds that the notice program implemented by Atticus Administration,
7 LLC (“Atticus” or the “Settlement Administrator”) complied with the Court’s preliminary
8 approval order, the Settlement Agreement, California law, and due process. The Court-
9 approved Notice adequately informed Class Members of the nature of the Action; the material
10 terms of the Settlement; their estimated individual payment information; the applicable release;
11 the right to request exclusion from the class settlement; the right to object; the procedure for
12 challenging Workweeks; the requested attorneys’ fees, costs, and Class Representative Service
13 Payment; and the Final Approval Hearing.

14 6. The Settlement Administrator received a Class List identifying 255 Class
15 Members. After processing and updating addresses as appropriate, Atticus mailed the Court-
16 approved Notice. Ten Notices were returned as undeliverable. Atticus performed address
17 searches and appropriate skip-tracing procedures and re-mailed nine Notices to updated
18 addresses. Ultimately, nine Notices remained undeliverable. The Court finds that the notice
19 procedures constituted the best notice practicable under the circumstances.

20 7. No Class Member submitted a valid and timely request for exclusion from the
21 Settlement. Accordingly, there are 255 Participating Class Members who will receive
22 Individual Class Payments without the need to submit claim forms.

23 8. No Class Member submitted an objection to the Settlement. The absence of
24 objections and requests for exclusion further supports the Court’s finding that the Settlement is
25 fair, reasonable, and adequate.

26 9. The Court finds that the Settlement was reached after substantial factual
27 investigation, formal and informal discovery, expert analysis of timekeeping and payroll data,
28 and arm’s-length negotiations culminating in an all-day mediation before an experienced

1 neutral. The Court further finds that the Settlement reflects a reasonable compromise in light of
2 the risks, costs, complexity, and delay associated with continued litigation, class certification
3 proceedings, representative adjudication, trial, and potential appeals.

4 10. The Court finds that the \$490,000 non-reversionary Gross Settlement Amount is
5 fair, reasonable, and adequate. After the Court-approved deductions, the Net Settlement
6 Amount shall be distributed automatically to Participating Class Members based on their
7 respective Class Period Workweeks, in accordance with the Settlement Agreement. No portion
8 of the Gross Settlement Amount shall revert to Defendant.

9 11. The Court finds that the Settlement Agreement's escalator provision has been
10 properly applied. The Parties negotiated the \$490,000 Gross Settlement Amount based on an
11 estimate of 202 Class Members and 16,000 Class Period Workweeks, with a 10% cushion
12 through 17,600 Workweeks. Defendant elected to establish March 1, 2026 as the end date of
13 the release period. The final Class Data through that date reflects 17,573 Class Period
14 Workweeks, which is below the 17,600-Workweek threshold. Accordingly, no increase to the
15 \$490,000 Gross Settlement Amount is required under the escalator provision, and the release
16 period shall end on March 1, 2026, consistent with the Settlement Agreement.

17 12. The Court approves the allocation of \$47,000 to resolve the PAGA claims. Of
18 that amount, \$35,250 (75%) shall be paid to the California Labor and Workforce Development
19 Agency ("LWDA"), and \$11,750 (25%) shall be distributed among Aggrieved Employees
20 based on their respective PAGA Period Workweeks, in accordance with the Settlement
21 Agreement. The Court finds the PAGA allocation and compromise fair, reasonable, and
22 adequate.

23 13. The Court approves the Settlement Agreement and directs the Parties and the
24 Settlement Administrator to implement and effectuate the Settlement according to its terms and
25 this Order. The Individual Class Payments and Individual PAGA Payments shall be calculated
26 and distributed in accordance with the Settlement Agreement.

27 14. The Court confirms Plaintiff Sarah Rad as Class Representative and Aiman-
28 Smith & Marcy as Class Counsel. The Court finds that Class Counsel have sufficient

1 experience, knowledge, and skill to fairly and adequately represent and safeguard the interests
2 of the Settlement Class.

3 15. The Court approves an award of attorneys' fees to Class Counsel in the amount
4 of \$147,000, representing 30% of the \$490,000 Gross Settlement Amount. The Court finds that
5 the requested fee is fair and reasonable under the percentage-of-the-fund method and is further
6 supported by the lodestar cross-check presented in Class Counsel's declaration.

7 16. The Court approves reimbursement to Class Counsel of actual litigation costs in
8 the amount of \$16,633.49, which does not exceed the \$17,000 maximum authorized by the
9 Settlement Agreement. The Court finds these costs were reasonably incurred in the prosecution
10 and resolution of this Action.

11 17. The Court approves payment of \$7,500 to Atticus Administration, LLC for
12 settlement administration costs. The Court finds that these costs are fair and reasonable and
13 were incurred for the benefit of the Settlement Class, including notice, address updating and
14 skip tracing, maintenance of the settlement website and toll-free number, calculation of
15 settlement payments and tax obligations, and distribution of settlement funds.

16 18. The Court approves a Class Representative Service Payment of \$5,000 to
17 Plaintiff Sarah Rad. The Court finds this amount fair and reasonable in recognition of
18 Plaintiff's time, effort, assistance to Class Counsel, and service to the Settlement Class in
19 prosecuting and resolving this Action.

20 19. The Court approves Legal Aid at Work as the *cy pres* recipient pursuant to Code
21 of Civil Procedure section 384. Any funds represented by Individual Settlement Payment
22 checks that remain uncashed after the applicable check-cashing period shall, after completion
23 of the distribution process and any required Court approval of a final accounting, be distributed
24 to Legal Aid at Work in accordance with the Settlement Agreement and applicable law.

25 20. The Settlement Agreement and this Order are not admissions of wrongdoing or
26 liability by Defendant or any Released Party, and neither the Settlement Agreement, this Order,
27 nor any action taken to implement the Settlement may be construed or used as an admission of
28 fault, wrongdoing, omission, concession, or liability by Defendant or any Released Party.

1 21. All Participating Class Members are bound by this Order, the Judgment, and the
2 terms of the Settlement Agreement, including the applicable releases. As of the Effective Date,
3 the releases set forth in the Settlement Agreement shall become effective according to their
4 terms. The PAGA release shall apply as provided in the Settlement Agreement, including the
5 release by the LWDA, through Plaintiff as its authorized agent, of the settled PAGA penalty
6 claims for the PAGA Period.

7 22. Judgment is hereby entered pursuant to California Rules of Court, rule 3.769(h).
8 Plaintiff and Settlement Class Members shall take nothing from Defendant except as provided
9 in the Settlement Agreement, this Final Approval Order, and the Judgment.

10 23. Without affecting the finality of this Order and Judgment, the Court retains
11 continuing jurisdiction over the Action and the Parties pursuant to Code of Civil Procedure
12 section 664.6 and California Rules of Court, rule 3.769(h), including jurisdiction over Plaintiff,
13 Defendant, the Settlement Class, Participating Class Members, and Aggrieved Employees, for
14 purposes of enforcing, administering, interpreting, and implementing the Settlement
15 Agreement and this Order, and resolving any disputes arising therefrom.

16 24. A compliance hearing regarding final accounting and distribution is set for
17 _____, 2027, at _____ .m. in Department 18. At least five court days
18 before the hearing, Plaintiff shall file a final report and declaration from the Settlement
19 Administrator addressing the final accounting and distribution, including disbursements made
20 and the number and value of any uncashed settlement checks. Appearances may not be
21 required if the Court determines the submitted materials establish that distribution is complete.

22 IT IS SO ORDERED.

23
24 Dated: _____

25 _____
26 HON. PATRICK McKINNEY
27 JUDGE OF THE SUPERIOR COURT
28

PROOF OF SERVICE

I, the undersigned, hereby declare: I am employed in the County of Alameda, California. I am over eighteen years of age and not a party to the within action. I am an attorney admitted to practice before this Court. My business address is 7677 Oakport Street, Suite 1000, Oakland, CA 94621.

On this date, I served the following:

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AND FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT

as follows:

Dominique N. Thomas, SB# 231464 Lewis Brisbois Bisgaard & Smith LLP 2185 North California Boulevard, Suite 300 Walnut Creek, California 94596 Telephone: 925.357.3456 Dominique.Thomas@lewisbrisbois.com Robert A. Lopez, SB# 315623 Lewis Brisbois Bisgaard & Smith LLP 45 Fremont Street, Suite 3000 San Francisco, California 94105 Telephone: 415.362.2580 Robert.Lopez@lewisbrisbois.com Copy: Izie.Hudson@lewisbrisbois.com	<i>Attorneys for Defendant SkinSpirit Essential, LLC</i>
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On this date, I served those documents on those persons, by attaching those documents to an email addressed as above and sent on this date from the hvr@asmlawyers.com email address.

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

Executed on August 7, 2026, at Oakland, California.

/s/ Hallie Von Rock

Hallie Von Rock