



AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

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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

**DECLARATION OF HALLIE VON ROCK IN
SUPPORT OF 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

**DECLARATION OF HALLIE VON ROCK IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Hallie Von Rock, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and a partner with the law firm Aiman-Smith & Marcy, attorneys for Plaintiff Sarah Rad and the proposed Settlement Class in this action. I have personal knowledge of the facts stated herein and, if called upon, could and would competently testify thereto.

2. I submit this Declaration in support of Plaintiff's Motion for Final Approval of Class Action and PAGA Representative Action Settlement. Unless otherwise stated, all facts set forth in this Declaration are based on my personal knowledge, review of documents produced in discovery, investigation conducted by my firm, communications with Plaintiff and Class Members, consultation with experts, and my involvement in the litigation and settlement of this Action.

3. Plaintiff and Defendant entered into a Settlement Agreement. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit 1**.

4. A copy of the Settlement Agreement was submitted to the Labor Workforce and Development Agency (“LWDA”) on April 7, 2026.

5. A copy of Plaintiffs' Motion for Final Approval was served on August 7, 2026 with the LWDA. A true and correct copy of the receipt of submission by the LWDA is attached hereto as **Exhibit 2**.

6. On April 15, 2026, this Court preliminarily approved (the “Preliminary Approval Order”) the Parties’ Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”).

QUALIFICATIONS AND ADEQUACY OF CLASS COUNSEL

7. Aiman-Smith & Marcy is an experienced law firm focusing on complex civil litigation and representative actions. My firm substantially concentrates its practice in the prosecution of representative actions and we have successfully served as class counsel and PAGA counsel in prosecuting dozens of complex actions against major corporations, including

1 taking cases to judgment and to appeal. We have recovered tens of millions of dollars in
2 benefits for individuals across the country. Two of our class action appellate opinions are
3 *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129, and *Benton v. Telecom*
4 *Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, which have been cited in case law more
5 than 140 times. Aiman-Smith & Marcy has handled numerous wage and hour class actions,
6 addressing misclassification, overtime, meal and rest breaks, expense reimbursements,
7 compensation for uniform reimbursements, and statutory and civil penalties, including cases in
8 the appellate courts and before the California Supreme Court. A true and correct copy of the
9 firm résumé of Aiman-Smith & Marcy is attached hereto as **Exhibit 3**.

10 8. My firm has no conflicts of interest with the Class Members and have zealously
11 represented the interests of all Plaintiffs in this action.

12 **BACKGROUND AND INVESTIGATION**

13 9. My firm was retained by Plaintiff Sarah Rad to investigate and litigate claims
14 arising from Defendant SkinSpirit Essential, LLC's ("Defendant" or "SkinSpirit") wage-and-
15 hour and labor law practices affecting non-exempt hourly employees in California.

16 10. Prior to filing the Complaint, my firm conducted a substantial factual
17 investigation, including detailed interviews with Plaintiff regarding her job duties, work
18 schedules, compensation practices, meal and rest break experiences, reimbursement practices,
19 timekeeping procedures, staffing levels, productivity expectations, and operational policies.

20 11. Based on this investigation, we concluded that Plaintiff's claims had merit and
21 that Defendant maintained uniform policies and practices that systematically impeded
22 employees' ability to take compliant meal and rest periods, required or suffered off-the-clock
23 work, failed to reimburse necessary business expenses (including mandatory cell phone usage),
24 and failed to provide fully accurate wage statements.

25 12. On June 6, 2024, Plaintiff submitted a notice of alleged Labor Code violations
26 committed by Defendant under the Private Attorneys General Act ("PAGA") to the Labor
27 Workforce and Development Agency ("LWDA").

28 13. On October 9, 2024, Plaintiff commenced this Action by filing a class and

1 representative action Complaint in the Superior Court of California, County of Alameda,
2 asserting claims under the California Labor Code, Business & Professions Code, and the
3 PAGA.

4 14. Plaintiff has been a zealous advocate on behalf the Class Members and
5 Aggrieved Employees and has no conflicts of interest.

6 **DISCOVERY AND DATA ANALYSIS**

7 15. Following the filing of the Complaint, the Parties engaged in both formal and
8 informal discovery, including the exchange and analysis of timekeeping records, payroll data,
9 personnel information, written policies, and operational materials.

10 16. My firm worked closely with a damages expert to analyze Defendant's
11 timekeeping and payroll data, including evaluating workweeks, pay periods, rates of pay,
12 recorded meal and rest breaks, and potential violations across the Class Period and PAGA
13 Period. The damages calculations are derived from Defendant's payroll and timekeeping data,
14 covering October 9, 2020, through December 11, 2024, and then extrapolated through the date
15 of mediation on November 3, 2025.

16 17. This analysis allowed us to develop estimates of potential damages and civil
17 penalties, assess litigation risks, evaluate certification issues, and meaningfully engage in
18 settlement negotiations from an informed and data-driven position.

19 **MEDIATION AND SETTLEMENT NEGOTIATIONS**

20 18. After substantial investigation and data exchange, the Parties participated in an
21 all-day mediation on November 3, 2025, before Henry Bongiovi, Esq., a highly experienced
22 mediator in complex wage-and-hour class and representative actions.

23 19. The mediation was preceded by extensive briefing, detailed damages analyses,
24 and adversarial negotiations. The Parties were both represented by highly experienced wage-
25 and-hour class action counsel and vigorously disputed liability, damages, certification issues,
26 and PAGA exposure.

27 20. Following the mediation and subsequent consideration of a Mediator's Proposal,
28 the Parties reached agreement on the material terms of a resolution, which were memorialized

1 in the Settlement Agreement.

2 21. In my professional judgment, the Settlement represents a fair, reasonable, and
3 adequate compromise of seriously disputed claims and reflects a careful balancing of the
4 strengths and weaknesses of the case, the risks of continued litigation, and the benefits of
5 immediate and certain recovery for the Class and Aggrieved Employees.

6 **SETTLEMENT TERMS AND RELIEF**

7 22. The Settlement provides for a non-reversionary Gross Settlement Amount of
8 Four Hundred Ninety Thousand Dollars (\$490,000), which will fund individual class
9 payments, PAGA penalties, attorneys' fees and costs, a service award to Plaintiff, and
10 settlement administration expenses. Defendant will separately pay any applicable employer-
11 side payroll taxes.

12 23. Based on the final Class List, there are approximately 255 Settlement Class
13 Members who collectively worked 17,573 workweeks during the Class Period, which has an
14 end date of March 1, 2026. There are 158 Aggrieved Employees who worked a total of 4,593
15 Pay Periods.

16 24. Defendant elected to establish March 1, 2026, as the end date of the release
17 period. Based on the final Class Data through that date, Class Members worked a total of
18 17,573 Workweeks during the Class Period. The final number of Workweeks therefore
19 represents an increase of 1,573 Workweeks over the 16,000 Workweeks originally estimated
20 by the Parties, but remains below the 17,600-Workweek threshold established by the
21 Settlement Agreement. Accordingly, the escalator provision does not require an increase to the
22 \$490,000 Gross Settlement Amount.

23 25. After Court-approved deductions, the Net Settlement Amount will be distributed
24 automatically to Participating Class Members on a pro rata basis based on workweeks worked,
25 without requiring claim forms.

26 26. The Settlement also allocates \$47,000 to resolve PAGA claims, with seventy-five
27 percent (75%) payable to the California Labor and Workforce Development Agency and
28 twenty-five percent (25%) payable to Aggrieved Employees. Prior to filing this motion,

1 Plaintiffs the Motion for Final Approval, all supporting declarations, and Proposed Order to the
2 LWDA.

3 27. In light of the litigation risks, certification challenges, defenses asserted by
4 Defendant, and the uncertainties inherent in continued litigation, I believe the Settlement
5 provides substantial and meaningful relief to the Class and furthers PAGA's enforcement
6 purposes.

7 CY PRES

8 28. The parties selected Legal Aid at Work ("LAAW") as the *cy pres* beneficiary.
9 The Declaration of Joan Graff, President of Legal Aid at Work, was filed in support of the
10 Motion for Preliminary Approval, as Exhibit 7 of the Declaration of Hallie Von Rock in
11 Support of Motion for Preliminary Approval, and discusses how LAAW is a nonprofit
12 organization providing civil legal services to the indigent consistent with California Code of
13 Civil Procedure Section 384.

14 KULLAR ANALYSIS

15 29. Plaintiff faced substantial risks on liability, damages, and certification. Defendant
16 vigorously disputes that its policies violated California law and contends that individualized
17 issues concerning timekeeping, off-the-clock work, and break compliance would predominate.
18 Certification of off-the-clock, meal, and rest break claims is heavily litigated, and courts
19 frequently deny certification where individualized proof issues are present.

20 30. Damages were also highly contested, particularly given the need to establish
21 uniform policy, causation, and statistically reliable proof. Continued litigation would require
22 expert analysis, extensive discovery, and likely appellate proceedings, delaying relief for years.

23 31. In preparation for mediation, the parties engaged in extensive formal and
24 informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed
25 documents and information regarding Defendant's employment policies, payroll practices, pay
26 and time records and other information used to formulate a damages model.

27 32. Plaintiff's expert reviewed the clock in and out records provided by Defendant to
28 calculate non-compliant meal breaks and performing an analysis of breaks owed based upon

1 the sample period provided of 2020-2024, and extrapolating through the date of mediation. For
2 meal breaks, the percentage of violations showed 57%, which calculated to premiums due in
3 the amount of \$592,349. This figure was vigorously contested by Defendant who produced
4 policies that were compliant under California law for the provision of meal breaks, asserted
5 that many employees signed meal period waivers, and that their timekeeping policy advised
6 that if there were any errors, which included, for example, a missed meal period, then the
7 employee was to bring it to the attention of their supervisor. Further, starting in September
8 2025, Defendant implemented a new system that automatically pays a meal period premium
9 when it detects a late or missed meal period.

10 33. For rest periods, since there were no records, Plaintiff's calculation was based on
11 an assumption that an equal percentage of violations for rest breaks would have been owed as
12 there were meal break violations, thus, also totaling \$592,349 in rest break premiums being
13 owed. This figure was also contested by Defendant who produced rest break policies that were
14 compliant under California law and state that Defendant encouraged employees to take their
15 rest breaks. Additionally, Defendant contended its procedures go beyond their policies because
16 it provides its employees with an extra five minutes for their rest breaks so that non exempt
17 employees received at least two fifteen minute rest breaks during their shifts.

18 34. For the expense reimbursement claim, for cell phone usage, Plaintiff calculated it
19 based upon 25% of estimated monthly charges of \$65/month (\$16.25) for 3,292 work-months,
20 which totaled \$53,495. Defendant also contested this claim, stating that Defendant did not
21 require Plaintiff or Class Members to use their cell phone to clock in and out of their shift.
22 Defendant also produced a Personal Mobile Phones and Devices policy, which emphasizes that
23 "employees are not required to use their mobile phone or other personal devices to perform
24 their job duties and have the option to work from a SkinSpirit office or clinic."

25 35. For off-the-clock claims, based upon Plaintiff's experience, the calculation was
26 that off-the-clock time was worked time at 2 hours per week for Assistant Managers and Clinic
27 Managers and 15 minutes per week for other staff employees. Analyzing the time and payroll
28 records produced that included job positions and hourly rates and applying the estimated off-

1 the-clock time totaled \$274,108. However, Defendant countered Plaintiff's claim with its
2 policies for paying for all hours worked. Defendant's Employee Handbook expressly prohibits
3 off-the-clock work. Defendant's policy is for its employees to print out their timecards, review
4 it for accuracy which includes accounting for all hours worked, sign, and submit it. If there
5 were any errors, then the issues were to be presented to their supervisors. To the extent that
6 Plaintiff worked off-the-clock without pay, Defendant argued that this was unique to her and
7 not subject to classwide proof.

8 36. For wage statement penalties, Plaintiff calculated \$50 for the first violation plus
9 \$100 subsequent penalties capped at \$4,000, which totaled \$283,500. However, this total is
10 based upon the assumption that Plaintiff would be able to prove the underlying claims for off-
11 the-clock work and break premiums not appearing on Class Member's pay stubs.

12 37. For waiting time penalties, Plaintiff calculated based on the assumption that
13 wages were due to all 107 separated employees at 30 days of their average daily rate, for a total
14 of \$153,103. This calculation assumes unpaid wages were owed to each of those employees.

15 38. Finally, for PAGA penalties, if Plaintiff was able to show that there were PAGA
16 violations every pay period, as to all 126 Aggrieved Employees for 4,762 pay periods, at a rate
17 of \$100 per pay period, this totaled \$476,200 in potential PAGA penalties. The amount
18 awarded for PAGA penalties is within the discretion of the court based on Defendant's various
19 defenses on the merits. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504
20 (trial court awarded penalties of \$5 per pay period after a bench trial, which decision was
21 upheld on appeal); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) 2016
22 U.S. Dist. LEXIS 48557 (PAGA penalties denied after trial).

23 39. Accordingly, Plaintiff's maximum damages and penalties exposure for the class
24 action claims was \$1,948,904, and for PAGA penalties was \$862,400. To achieve this homerun
25 result, Plaintiff would have to prove all of her claims on a classwide basis for every workweek
26 and pay period in the face of challenging defenses presented by Defendant.

27 40. While Plaintiff is confident in the merits of her claims, Defendant had vigorous
28 defenses regarding each one of them. Plaintiff also recognizes that achieving class certification

1 and proving the amount of wages and penalties due to each Class Member would be an
2 expensive, time-consuming, and uncertain proposition. The \$490,000 non-reversionary
3 settlement provides meaningful cash relief to approximately 255 class members and fully
4 resolves PAGA exposure. The automatic distribution of claim amounts ensures high
5 participation and maximizes actual recovery.

6 41. The \$47,000 allocation for PAGA penalties reflects a reasonable compromise of
7 disputed claims, litigation risks, and proof challenges. Plaintiff faced uncertainty regarding the
8 scope of violations and the Court's discretion to reduce penalties. The allocation provides a
9 substantial recovery for both the LWDA and Aggrieved Employees while conserving judicial
10 resources and advancing PAGA's enforcement objectives.

11 **SETTLEMENT NOTICE ADMINISTRATION**

12 42. The Court approved the Notice Plan set forth in Plaintiff's Motion for
13 Preliminary Approval.

14 43. The Settlement Administrator, Atticus Administration, implemented the Notice
15 Plan. The declaration of Ann Linton is being filed concurrently herewith and details the
16 administration of the Notice Plan.

17 44. The Notice explained the nature of the Action, the material terms of the
18 Settlement, the estimated individual payment information available to each recipient, the
19 release, the right to request exclusion from the class settlement, the right of Participating Class
20 Members to object, the procedure for challenging Workweeks, the requested attorneys' fees
21 and costs and service payment, and the Final Approval Hearing. The notice procedure
22 therefore satisfied California law and due process.

23 **ATTORNEY'S FEES**

24 45. From the outset of the case to the present, prosecution of this action has involved
25 significant financial risk for Class Counsel. My firm undertook this matter solely on a
26 contingent basis, with no guarantee of recovery. My firm has placed their own resources at risk
27 to prosecute this action with no guarantee of success.

28 46. Practice in state wage and hour class action litigation requires knowledge and

1 skill of the constantly evolving substantive law as well as the procedural requirements of class
2 action litigation. The issues presented in the case required more than just a general appreciation
3 of statutory wage and hour laws and class action procedure. My firm has been involved in and
4 appointed as class counsel in other class actions against large institutions and retailers. *See*,
5 *e.g.*, **Exhibit 3**. Thus, the complexity and potential duration of the case weigh in favor of
6 awarding the requested attorney's fees.

7 47. Additional work was available to my firm that we had to forgo to devote the time
8 necessary to pursue this litigation.

9 48. My firm devoted substantial time, effort, and resources to the investigation,
10 prosecution, and successful resolution of this action. The hours expended were both reasonable
11 and necessary in light of the complexity of the litigation, the nature of the claims asserted, the
12 risks inherent in class and representative actions, and the extensive work required to achieve a
13 favorable settlement on behalf of the Settlement Class. From the outset of the litigation through
14 final approval, Class Counsel actively prosecuted this matter by conducting a thorough pre-
15 litigation investigation, including extensive factual investigation, legal research, analysis of
16 Plaintiff's individual, class, and representative PAGA claims, evaluation of potential defenses,
17 and assessment of the viability of class certification and representative treatment. Throughout
18 the litigation, Class Counsel engaged in substantial informal discovery and information
19 exchange with Defendant. Counsel obtained, reviewed, organized, and analyzed extensive
20 payroll, timekeeping, and personnel records, as well as other class-wide employment data, to
21 evaluate the merits of Plaintiff's claims, identify Settlement Class Members, assess
22 Defendant's potential exposure, and calculate damages on a class-wide basis. Class Counsel
23 also worked extensively with a retained damages expert to analyze the data produced by
24 Defendant, develop a comprehensive damages model, evaluate potential recovery under the
25 asserted class and PAGA claims, and assess the fairness and adequacy of settlement proposals
26 throughout the negotiations. This analysis was critical to enabling Plaintiff to engage in
27 informed settlement negotiations and to evaluate the reasonableness of the ultimate Settlement.
28 Class Counsel further devoted significant time preparing for and participating in mediation

1 with an experienced wage-and-hour class action mediator. In advance of mediation, Counsel
2 prepared a detailed mediation brief, analyzed the factual and legal issues affecting liability,
3 damages, class certification, and PAGA exposure, and evaluated the strengths and weaknesses
4 of the parties' respective positions. Following mediation, Class Counsel continued negotiations
5 with Defendant to resolve outstanding issues and ultimately reached a settlement that provides
6 substantial benefits to the Settlement Class while avoiding the considerable expense,
7 uncertainty, and delay associated with continued litigation, class certification proceedings,
8 dispositive motions, trial, and potential appeals. Following the successful mediation, Class
9 Counsel prepared the Settlement Agreement and all related settlement documents, including
10 the Class Notice, settlement administration procedures, and implementation protocols.
11 Considerable efforts were required to get an executed Settlement Agreement. In advance of
12 filing the Motion for Preliminary Approval, Class Counsel had to prepare two full drafts of the
13 Motion for Preliminary Approval and supporting documents, one version with the MOU and
14 one version with the Settlement Agreement because it was not known until the day of filing
15 whether Defendant would provide the requested signatures for the Settlement Agreement
16 (which they did not). Only after the Court issued a tentative ruling was the Settlement
17 Agreement fully executed, which required supplemental briefing in support of preliminary
18 approval. After the Court granted preliminary approval, Class Counsel worked closely with the
19 Settlement Administrator to oversee all aspects of the settlement administration process, ensure
20 compliance with the Court-approved notice plan, respond to inquiries from Settlement Class
21 Members, resolve issues relating to notice and participation, and communicate regularly with
22 Plaintiff, defense counsel, and the Settlement Administrator regarding implementation of the
23 Settlement. Class Counsel also prepared the instant Motion for Final Approval, supporting
24 declarations, and the motion requesting attorneys' fees, litigation costs, and the Class
25 Representative service award. Throughout the course of this litigation, Class Counsel remained
26 actively involved in protecting the interests of the Settlement Class, carefully evaluating the
27 fairness and adequacy of the proposed Settlement, and ensuring that the Settlement provides a
28 meaningful recovery for participating Class Members while accounting for the litigation risks

1 associated with continued prosecution of the action.

2 49. Additional time will also be spent monitoring class payments following the
3 effective date. Thus, Class Counsel's work has been meaningful and their hourly rates are
4 commensurate with experience and the prevailing rates among defense and plaintiffs' firms
5 that regularly litigate wage and hour class actions.

6 50. In assessing the reasonableness of an attorney's hourly rate, courts consider the
7 prevailing market rate in the community for similar services by lawyers of reasonably
8 comparable skill, experience, and reputation. Class Counsel's rates are based on prevailing fees
9 in this geographical area and have been approved in California and federal courts.

10 51. Our firm regularly does extensive research into hourly rates charged in the Bay
11 Area and Los Angeles area by attorneys with comparable experience to the attorneys in my
12 firm. That research takes the form of review of individual attorney declarations filed in support
13 of fee applications and the orders thereon, review of professional surveys of attorney hourly
14 rates, such as National Law Journal and AmLaw, and review of the *Laffey Matrix*.

15 52. Accordingly, the following hourly rates for counsel at Aiman-Smith & Marcy
16 are well within the comparable range for attorneys in the Bay Area: Reed W. L. Marcy (28-
17 year Partner) \$1,150; Hallie Von Rock (21-year Partner) \$1,150; Brent Robinson (12-year
18 former Partner) \$950; and Lisseth Bayona (5-year Associate) \$500. These rates for Class
19 Counsel were recently approved in the matters of *Annette Dearing*, *Rebecca Taylor*, and
20 *Janette Tello v. Love's Country Stores of California*, Madera County Superior Court Case
21 Number MCV090813 (ZX Order); *Greg Matus v. Sport Squad, Inc.*, U.S. Dist. Ct., Southern
22 District of Florida, Case No. 0:24-cv-60954 (3/19/2026 Order); *Naro, et al. v. Walgreen Co.*,
23 *et al.*, Northern District of California, Case Number 4:22-cv-03170-JST (01/08/26 Order,
24 *ECF 77); and *Alfonso Ruiz, et al. v. Automotive Racing Products*, Ventura County Superior
25 Court Case Number 2023CUOE01192 (10/23/2025 Order).

26 53. The total lodestar, to date, for Class Counsel is \$308,915.

27 54. I have reviewed the detailed, daily contemporaneous time sheets for each of the
28 attorneys at Aiman-Smith & Marcy who have billed for this matter. Each attorney uses their

own billing judgment, but I again went through the tasks performed to delete any duplication or for other billing judgment reasons.

55. To assist the Court in evaluating the lodestar, set forth below is a table of the hourly rates and total hours for each attorney in seeking fees for final approval.

Attorney	Rate	Hours	Total
Reed Marcy	\$1,150	20.7	\$23,805
Hallie Von Rock	\$1,150	164.3	\$188,945
Brent Robinson	\$950	1.7	\$1,615
Lisbeth Bayona	\$500	189.1	\$94,550
Total			\$308,915

56. Additional time will also be spent finalizing the Motion for Final Approval and monitoring class payments following the effective date. Thus, Class Counsel's work has been meaningful, and their hourly rates are commensurate with experience and the prevailing rates among defense and plaintiffs' firms that regularly litigate wage and hour class actions as follows.

57. The lodestar check shows the work completed is substantially greater than the attorney's fees sought of 30% of the Gross Settlement, in the amount of \$147,000. Accordingly, this further supports Plaintiff's attorney's fees request.

LITIGATION COSTS

58. Class counsel has kept detailed records of costs expended in this matter, which support the request for litigation costs under the terms of the settlement to be sought at final approval. The current out-of-pocket litigation costs expended by Aiman-Smith & Marcy are \$16,633.49. My firm's costs are those that are of the type typically billed by attorneys to paying clients in the marketplace and include such costs as court costs, filing fees, expert fees,

1 mediations, copying and printing costs, and computerized research. A true and correct copy of
2 the index of costs maintained by Aiman-Smith & Marcy is attached hereto as **Exhibit 4**.

3 **ADMINISTRATION COSTS**

4 59. The settlement administration costs are \$7,500, as set forth in the Declaration of
5 Ann Linton of Atticus Administration. The settlement administration costs were included in
6 the Notice sent to Class Members. There were no objections by Class Members to the costs of
7 the claims administration.

8 60. Plaintiffs obtained quotes from multiple established administration firms. Atticus
9 provided the most competitive bid. The administration costs include the services of distributing
10 the Postcard Notices of Settlement via U.S. mail, re-mailing any Postcard Notices returned as
11 non-deliverable but with forwarding addresses, and re-mailing the Notice to any new address
12 obtained by way of skip-trace. Atticus has also maintained a settlement website and toll-free
13 number, and will calculate the settlement payments, calculate all applicable payroll taxes,
14 withholdings, and deductions, and prepare and issue all disbursements to Class Members and
15 Aggrieved Employees, Service Award to Plaintiff, payment to the LWDA, payment to Class
16 Counsel for fees and costs, and payment to itself for fees in administering the settlement.

17 **CLASS REPRESENTATIVE SERVICE PAYMENT**

18 61. Plaintiff Sarah Rad spent a significant amount of time helping me, and my firm,
19 with the prosecution of this action and performing the following tasks: (1) communicating with
20 the attorneys and paralegals on numerous occasions; (2) detailing her experiences and
21 producing copies of relevant documents; (3) assisting in preparing the complaints; (4)
22 reviewing the mediation documents prepared; (5) reviewing the terms of and signing the MOU
23 and Settlement Agreement; and (6) preparing a declaration in support of final approval. The
24 Class Representative has diligently, adequately, and fairly represented Settlement Class
25 Members and have not placed their interests above that of any member of the Settlement Class.

26 62. Ms Rad also faced great risk in challenging Defendant's employment policies
27 and bringing suit against their employer, not least because Plaintiff faced potential liability for
28 Defendant's costs if Defendant prevailed.

63. Additionally, the notoriety of being a class action or PAGA representative is even more significant today given the accessibility of court documents on-line and PAGA/class action blogs. Further, employers frequently perform background checks of applicants and the fact that an individual has sued a former employer in a representative action will likely be viewed negatively. Thus, the incentive award is necessary to award Plaintiff for the notoriety and risk taken in her role as a class action and PAGA representative.

64. The modest amount of the \$5,000 requested service award in relation to the benefit conferred on the absent Class Members weighs in favor of its appropriateness. The Notices advised of the service award, and no Class Members objected.

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 Bay Point, California.

/s/ Hallie Von Rock

Hallie Von Rock

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:

DECLARATION OF HALLIE VON ROCK IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Sarah Rad (“Plaintiff”) and Defendant SkinSpirit Essential, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit entitled *Sarah Rad, individually and on behalf of all others similarly situated; and the California Labor and Workforce Development Agency, the California governmental agency, ex rel. Sarah Rad v. SkinSpirit Essential, LLC, a Washington corporation,*, Case No. 24CV095295 initiated on October 9, 2024 and pending in Superior Court of the State of California, County of Alameda.

1.2 “Administrator” means Atticus Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employees” means individuals employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the PAGA Period.

1.5 “Class” means all individuals employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the Class Period.

1.6 “Class Counsel” means Aiman-Smith & Marcy.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for reasonable attorneys’ fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing in the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if available), and number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit A (postcard) and Exhibit B (full notice) and incorporated by reference into this Agreement.

1.12 “Class Period” means the period October 9, 2020 through Preliminary Approval.

1.13 “Class Representative” means the named Plaintiff Sarah Rad in the Operative Complaint in the Action seeking Court approval to serve as Class Representative.

1.14 “Class Representative Service Payment” means the service payment made to Plaintiff as Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by Plaintiff.

1.15 “Class Settlement” means the settlement of the claims brought on behalf of the Class Members described herein.

1.16 “Court” means the Superior Court of California, County of Alameda.

1.17 “Defendant” means SkinSpirit Essential, LLC.

1.18 “Defense Counsel” means Lewis Brisbois Bisgaard & Smith LLP.

1.19 “Effective Date” means the date by when both of the following have occurred:

(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” means Four Hundred Ninety Thousand Dollars (\$490,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement Amount and shall be a separate additional obligation of Defendant.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the

Administrator.

1.30 “Operative Complaint” means the complaint filed in *Sarah Rad, individually and on behalf of all others similarly situated; and the California Labor and Workforce Development Agency, the California governmental agency, ex rel. Sarah Rad v. SkinSpirit Essential, LLC, a Washington corporation*, filed in Alameda Court Superior Court, Case No.: 24CV095295.

1.31 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.32 “PAGA Period” means the period from June 6, 2023 through Preliminary Approval.

1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 “PAGA Notice” means Plaintiff Rad’s June 6, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd.(a).

1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$47,000.00), allocated 25% to the Aggrieved Employees (\$11,750) and the 75% to LWDA (\$35,250) in settlement of PAGA claims.

1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.37 “Plaintiff” means Sarah Rad, the named plaintiff in the Action.

1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.4 below.

1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.5 below.

1.41 “Released Parties” means Defendant and each of its current, former, and future employees, agents, directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, affiliates, managed entities, and subsidiaries.

1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.

1.44 “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45 “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least a day and which covers a period that is not subject to any individual settlement agreement.

2. RECITALS.

2.1 On October 9, 2024, Plaintiff Rad commenced this Action by filing a Complaint against Defendant in the Superior Court of California, for the County of Alameda.

Plaintiff's Complaint asserted claims for:

- (a) Failure to provide rest periods and pay rest period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 2, § 12)
- (b) Failure to provide meal periods and pay meal period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 2, § 11)
- (c) Failure to pay minimum, overtime, and contractual wages (Lab. Code §§ 1194, 1197, 510, 218.5)
- (d) Failure to provide accurate wage statements (Lab. Code § 226)
- (e) Failure to pay all wages due at separation (Lab. Code § 203)
- (f) Failure to reimburse necessary business expenses (Lab. Code § 2802)
- (g) Restitution of wages (Bus. & Prof. Code § 17200, et seq.)
- (h) Failure to provide employment records (Lab. Code §§ 226, 247.5, 432, 1198.5)
- (i) Public injunctive relief (Bus. & Prof. Code § 17200, et seq.)
- (j) Violations of the California Private Attorneys General Act (Labor Code §§ 2698, et seq.)

2.2 Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4 On November 3, 2025, the Parties participated in an all-day mediation presided over by Henry Bongiovi, Esq., a respected mediator of wage and hour representative and class actions, which led to this Agreement to settle the Action.

2.5 Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6 The Court has not granted class certification. The Parties agree to certification of the Class for purposes of this Settlement only.

2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Four Hundred Ninety Thousand Dollars and No Cents (\$490,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000 to Plaintiff Sarah Rad (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees and Class Litigation Expenses, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the

remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty percent (30%), which is currently estimated to be \$147,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$17,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.3 To Each Participating Class Member: An Individual Class Payment is to be paid to Participating Class Members as Individual Class Payments.

a. The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

b. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

3.3.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.3.1.1 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.3.1.2 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$47,000 to be paid from the Gross Settlement Amount, with 75% (\$35,250) allocated to the LWDA PAGA Payment and 25% (\$11,750) allocated to the Individual PAGA Payments.

3.3.1.3 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$11,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.1.4 If the Court approves PAGA Penalties of less than the amount requested, the

Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of the date of mediation, Defendant estimated there were 202 Class Members who collectively worked a total of 16,000 Workweeks, and 126 Aggrieved Employees who worked a total of 4,762 PAGA Pay Periods.

4.2 Class Data. Not later than 16 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, or in a manner as requested by the Administrator. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service

Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.5 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

4.6 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.7 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). The Parties propose Legal Aid at Work, a nonprofit organization that provides “civil legal services to the indigent.” The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.8 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

5.1 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.2 Plaintiff's General Release. Plaintiff and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, or ascertained during the Action; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice; and (c) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time during the Class Period up through the date Plaintiff executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the

Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the Portal to Portal Act, 29 U.S.C. § 251 et seq.; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.3 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.4 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or ascertained in the course of the Action, including, e.g., claims for Defendant's failure to reimburse necessary business expenses in violation of Labor Code section 2802; Defendant's failure to pay minimum, contractual, and overtime wages in violation of Labor Code sections 1194, 1197, 510, and 218.5 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide meal periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide rest periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide accurate wage statements in violation of Labor Code section 226 and the corresponding sections of the IWC Wage Orders; Defendant's failure to pay all wages due at separation in violation of Labor Code sections 201, 202, and 203 and the corresponding sections of the IWC Wage Orders; and Defendant's acts of unfair competition in violation of the California Unfair Competition Law (Bus. & Profs. Code § 17200, et seq.).

5.5 Release by LWDA: The LWDA, through Plaintiff, its authorized agent, is deemed to release, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and in the PAGA Notice, including without limitation: claims for Defendant's failure to reimburse necessary business expenses in violation of Labor Code section 2802; Defendant's failure to pay minimum, contractual, and overtime wages in violation of Labor Code sections 1194, 1197, 510, and 218.5 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide meal periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide rest periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide accurate wage statements in violation of Labor Code section 226 and the corresponding sections of the IWC Wage Orders; Defendant's failure to pay all wages

due at separation in violation of Labor Code sections 201, 202, and 203 and the corresponding sections of the IWC Wage Orders; and Defendant's payment of a lower, secret wage than was agreed or is statutorily required under Labor Code section 221, 223, and 222.5, during the PAGA Period. The LWDA, through Plaintiff, only releases these claims for the PAGA Period

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel will provide a draft of the Motion for Preliminary Approval to Defense Counsel within five days prior to filing. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration agrees to be bound by this Agreement and to

perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.1. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the summary Class Notice postcard, substantially in the form attached to this Agreement as **Exhibit A**. A full version of the Class Notice will be available on the Administrator’s website for the settlement. The website will be provided on the summary Class Notice postcard. The proposed full version of the Class Notice is attached to this Agreement as **Exhibit B**. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice

to Class Members whose Class Notice is returned by the USPS a second time.

7.4.3. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or

otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.4 and 5.5 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual PAGA Payment. The Parties agree that there is no statutory right for any Aggrieved Employee to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the Settlement submitted by a Class Member shall be construed as relating only to the putative class action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

7.6 Challenges to Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice plus an additional 14 days for Class Members whose Class Notice is re-mailed to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly

provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.9 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.10 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.11 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.12 Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.13 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by

employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** The Gross Settlement Amount was calculated based on the estimate that 202 Class Members worked a total of 16,000 Workweeks during the Class Period. If the total number of Workweeks increases by more than 10% (i.e. more than 17,600 Workweeks), Defendant may elect to (a) increase the Gross Settlement Amount proportionally by the number of Workweeks worked in excess of 17,600, multiplied by the Workweek value, or (b) shorten the release period as of the date on which the number of Workweeks reaches 17,600 (i.e., the 10% cushion is exhausted).
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,

Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party

on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Hallie Von Rock, Esq.
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
hvr@asmlawyers.com

T: 510.817.2652

To Defendant:

Dominique N. Thomas, Esq.
Lewis Brisbois Bisgaard & Smith LLP
2185 N. California Blvd, Suite 300
Walnut Creek, CA 94596
Dominique.Thomas@lewisbrisbois.com

T: 925.357.3451

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.21 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

12.22 Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

12.23 Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

12.24 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

13. EXECUTION BY PARTIES AND COUNSEL.

The Parties and their counsel hereby execute this Agreement.

Dated: 03/21/2026


Sarah Rad (Mar 21, 2026 16:35:11 PDT)

Plaintiff Sarah Rad

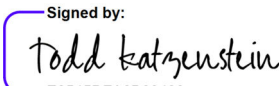
Dated: 03/20/2026


Hallie Von Rock (Mar 20, 2026 12:38:43 PDT)

Hallie Von Rock

Class Counsel – Aiman-Smith & Marcy

Dated: 3/17/2026

Signed by:

E2545DFA6B60433...

Defendant SkinSpirit Essential, LLC

Dated: _____

Dominique Thomas

Counsel for Defendant – Lewis Brisbois Bisgaard & Smith LLP

Dated: _____

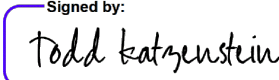
Plaintiff Sarah Rad

Dated: _____

Hallie Von Rock

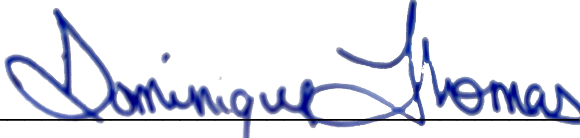
Class Counsel – Aiman-Smith & Marcy

Dated: 3/17/2026

Signed by:

E2545DFA6B60433...

Defendant SkinSpirit Essential, LLC

Dated: March 31, 2026



Dominique Thomas

Counsel for Defendant – Lewis Brisbois Bisgaard & Smith LLP

Exhibit A

POSTCARD SUMMARY

On [_____, 2026], the Alameda Superior Court preliminarily approved a class action settlement in the case *Sarah Rad v. SkinSpirit Essential, LLC*, County of Alameda Case No. 24CV095295.

You could get a payment from a class action settlement if you were employed by SkinSpirit Essential, LLC (hereinafter, “SkinSpirit” or “Defendant”) in California and classified as a non-exempt employee who worked for Defendant at any time from October 9, 2020 through [Preliminary Approval Date].

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the full-length Notice of Class Action Settlement, with all of the settlement terms to which you are bound at the settlement website [www.\[_____\].com](http://www.[_____]).

SkinSpirit has denied all claims in this action and the Court has not decided the merits of the claims. To avoid litigation expenses, SkinSpirit has agreed to settle these claims.

What does the settlement provide? SkinSpirit will pay \$490,000.00 (“Gross Settlement Amount”) to end this lawsuit. The proposed deductions from the Gross Settlement Amount for payments to the Representative Plaintiff, Class Counsel, Claims Administrator, and the LWDA are included in the full-length Notice of Class Action Settlement.

How much will my payment be? The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. Your estimated class payment is [\$_____] based upon Defendant’s records showing you worked [_____] workweeks during the Class Period. To challenge your allocation of Workweeks, you must contact the Administrator by no later than [_____, 2026].

What are my Options? To exclude yourself from the settlement or to object to the settlement, you must submit a written exclusion or objection by no later than [_____, 2026]. Further details for excluding yourself or objecting to the settlement are set forth in the full-length Notice of Class Action Settlement. For more information, including the full-length Notice of Class Action Settlement, go to [www.\[_____\].com](http://www.[_____]) or call [_____] or write to [_____].

Exhibit B

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Sarah Rad v. SkinSpirit Essential, LLC
Case No. 24CV095295 (Alameda County Superior Court)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against SkinSpirit Essential, LLC (“SkinSpirit” or “Defendant”) for alleged wage and hour violations. The Action was filed by former SkinSpirit employee Sarah Rad (“Plaintiff”) and seeks payment of (1) wages and penalties for a class of individuals employed by Defendant in California and classified as non-exempt employees who worked for Defendant (“Class Members”) during the Class Period (October 9, 2020 through [Preliminary Approval Date]); and (2) penalties under the California Private Attorney General Act (“PAGA”) for individuals employed by Defendant in California and classified as non-exempt employees during the PAGA Period (June 6, 2023 through [Preliminary Approval Date]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring SkinSpirit to fund Individual Class Payments, and (2) a PAGA Settlement requiring SkinSpirit to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires SkinSpirit to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against SkinSpirit.

If you worked for SkinSpirit during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against SkinSpirit.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against SkinSpirit, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot

opt-out of the PAGA portion of the proposed Settlement.

SkinSpirit will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against SkinSpirit that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SkinSpirit must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to SkinSpirit’s records is stated on the first page of this notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 6 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SkinSpirit employee. The Action accuses SkinSpirit of violating California labor laws for its failure to provide rest periods and pay rest period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 2, § 12); failure to provide meal periods and pay meal period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 2, § 11); failure to pay minimum, overtime, and contractual wages (Lab. Code §§ 1194, 1197, 510, 218.5); failure to provide accurate wage statements (Lab. Code § 226); failure to pay all wages due at separation (Lab. Code § 203); failure to reimburse necessary business expenses (Lab. Code § 2802); restitution of wages (Bus. & Prof. Code § 17200, et seq.); failure to provide employment records (Lab. Code §§ 226, 247.5, 432, 1198.5); public injunctive relief (Bus. & Prof. Code § 17200, et seq.); and for violations of the California Private Attorneys General Act (Labor Code §§ 2698, et seq.)

Plaintiff and Class Members are represented by attorneys in the Action:

Hallie Von Rock, Esq.
Lisseth Bayona, Esq.
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
hvr@asmlawyers.com
510.519.1018

(“Class Counsel”)

SkinSpirit denies all liability and is confident it has strong legal and factual defenses to these claims, but recognizes the risks, distractions, and costs associated with continued litigation. SkinSpirit contends that its business practices are and have been lawful at all

relevant times and that Plaintiff's claims are without merit and fail to satisfy the requirements for class certification. This settlement is a compromise, reached after good faith, arm's-length negotiations between Plaintiff and SkinSpirit and is not an admission of liability by SkinSpirit. All parties agree that, considering the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or SkinSpirit's defenses.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether SkinSpirit or Plaintiff are correct on the merits. In the meantime, Plaintiff and SkinSpirit hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SkinSpirit have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SkinSpirit does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) SkinSpirit has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- i. SkinSpirit Will Pay \$490,000 as the Gross Settlement Amount (Gross Settlement). SkinSpirit has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, SkinSpirit will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- ii. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the

following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$147,000.00 (30% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$17,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 to Plaintiff Rad as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. Under the Class Action and PAGA Settlement, the Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,500 to the Administrator for services administering the Settlement.
- D. Up to \$47,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- iii. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- iv. Taxes Owed on Payments to Class Members. Plaintiff and SkinSpirit are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to [e.g., interest, expense reimbursements, penalties etc.] ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SkinSpirit will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and SkinSpirit have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- v. Need to Promptly Cash Payment Checks. The front of every check issued for

Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably be lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

- vi. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, email, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against SkinSpirit.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against SkinSpirit based on the PAGA Period facts alleged in the Action.

- vii. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and SkinSpirit have agreed that, in either case, the Settlement will be void: SkinSpirit will not pay any money and Class Members will not release any claims against SkinSpirit.
- viii. Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 10 of this Notice.
- ix. Participating Class Members' Release. After the Judgment is final and SkinSpirit has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SkinSpirit or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, damages, debts, liabilities, demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or ascertained in the course of the Action, including, e.g., claims for Defendant's failure to reimburse necessary business expenses in violation of Labor Code section 2802; Defendant's failure to pay minimum, contractual, and overtime wages in violation of Labor Code sections 1194, 1197, 510, and 218.5 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide meal periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide rest periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide accurate wage statements in violation of Labor Code section 226 and the corresponding sections of the IWC Wage Orders; Defendant's failure to pay all wages due at separation in violation of Labor Code sections 201, 202, and 203 and the corresponding sections of the IWC Wage Orders; and Defendant's acts of unfair competition in violation of the California Unfair Competition Law (Bus. & Profs. Code § 17200, et seq.).

- x. LWDA's PAGA Release. After the Court's judgment is final, and SkinSpirit has paid the Gross Settlement and separately paid the employer-side payroll taxes, the LWDA will be barred from asserting PAGA claims against SkinSpirit, whether or not they exclude themselves from the Settlement. This means that the LWDA cannot sue, continue to sue, or participate in any other PAGA claim against SkinSpirit or its related entities based on the facts alleged in the PAGA Notice and resolved by this Settlement.

The LWDA, through Plaintiff, its authorized agent, is deemed to release, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and in the PAGA Notice, including without limitation: claims for Defendant's failure to reimburse necessary business expenses in violation of Labor Code section 2802; Defendant's failure to pay minimum, contractual, and overtime wages in violation of Labor Code sections 1194, 1197, 510, and 218.5 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide meal periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide rest periods in violation of Labor Code section 226.7 and the corresponding sections of IWC Wage Orders; Defendant's failure to provide accurate wage statements in violation of Labor Code section 226 and the corresponding sections of the IWC Wage Orders; Defendant's failure to pay all wages due at separation in violation of Labor Code sections 201, 202, and 203 and the corresponding sections of the IWC Wage

Orders; and Defendant's payment of a lower, secret wage than was agreed or is statutorily required under Labor Code section 221, 223, and 222.5, during the PAGA Period. The LWDA, through Plaintiff, only releases these claims for the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- i. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- ii. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$11,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

5. HOW WILL I GET PAID?

- i. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- ii. Non-Participating Class Members Who Are Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this Notice has the Administrator's contact information.

6. HOW DO I CHALLENGE THE ALLOCATION OF WORKWEEKS?

A Participating Class Member who challenges the number of Class Workweeks identified in the Class Notice may challenge the allocation by communicating with the Administrator via fax, email or mail. **The deadline for submission to the Administrator is _____.** The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, email, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Sarah Rad v. SkinSpirit Essential, LLC**, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 10 of the Notice has the Administrator's contact information.

8. HOW DO I OBJECT TO THE SETTLEMENT?

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as **Sarah Rad v. SkinSpirit Essential, LLC** and include your name, current address, telephone number, email, and approximate dates of employment for SkinSpirit and sign the objection. Section 10 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) _____ in _____

Department 18 of the Rene C. Davidson Courthouse, located at 1221 Oak Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SkinSpirit and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also access the public portal for Alameda Superior Court at <https://eportal.alameda.courts.ca.gov> and enter case number 24CV095295

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Hallie Von Rock, Esq.
Lisbeth Bayona, Esq.
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
hvr@asmlawyers.com
510.519.1018

Settlement

Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

11. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

12. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

Exhibit 3

CURRICULUM VITAE OF AIMAN-SMITH & MARCY

FIRM BIOGRAPHY

Aiman-Smith & Marcy, PC, is a boutique plaintiffs' law firm that has successfully litigated individual, representative, and class action cases for plaintiffs across a broad variety of areas, including unpaid wages, unpaid overtime, missed meal and rest breaks, uniform reimbursement, consumer fraud, securities fraud, employment discrimination, civil rights, sex harassment, wrongful termination, whistleblower retaliation, and others. The firm represents exclusively plaintiffs, in all aspects of litigation, including trial and appeals. Aiman-Smith & Marcy began in 2005, although the principals have worked together since 1997.

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ATTORNEYS

RANDALL B. AIMAN-SMITH (SBN 124599)

Randall Aiman-Smith earned his Juris Doctor degree from University of California, Berkeley School of Law in 1986. While at Berkeley Law, Mr. Aiman-Smith served as a member of the editorial board of the California Law Review and, additionally, on the Moot Court Board. Mr. Aiman-Smith was an adjunct faculty member at University of California Law, San Francisco, for seven years and has been a frequent presenter at continuing educational seminars.

Mr. Aiman-Smith is admitted to practice in state and federal courts in California, including the Northern District, Central District, Ninth Circuit, and the Tenth Circuit Court of Appeals, and the California Supreme Court. Additionally, Mr. Aiman-Smith has been admitted *pro hac vice* in several other jurisdictions.

Over the 30 years that Mr. Aiman-Smith has been practicing law, he has worked exclusively as a litigator in the state and federal trial and appellate courts on behalf of plaintiffs seeking to vindicate their rights under the law. Mr. Aiman-Smith has tried

numerous cases in the state and federal courts and has taken at least 25 cases to judgment or verdict, including serving as lead trial counsel in *Rivero v. City and County of San Francisco* (judgment of \$2.3 million in damages and fees after 15 years of litigation in 2008), *Williams v. Union Pacific Railroad* (individual discrimination verdict of \$1.7 million in 2009); *Aghmane v. Bank of America* (\$1.6 million jury verdict for defamation and blacklisting in 2018), and *Benton v. Telecom Network Specialists* (\$9.5 million total to class in wages, interest, and penalties).

The firm and Mr. Aiman-Smith have also taken numerous matters to the state and federal courts of appeal on behalf of both appellants and respondents resulting in the creation of significant legal precedents favorable to plaintiffs. Published decisions where Mr. Aiman-Smith was counsel of record and had primary responsibility for writing briefs and making oral arguments include: *Bergemann v. United States*, 820 F.2d 1117 (10th Cir. 1987); *Eidsmore v. R.B.B., Inc.*, 25 Cal.App.4th 1989 (1994); *Rivero v. Superior Court (Smith)* (1997) 54 Cal.App.4th 1048; *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701.

Most recently, Mr. Aiman-Smith was lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Aiman-Smith has also served as the lead attorney in numerous cases where class certification has been granted over defendants' opposition, including *Nucci v. Rite Aid Corp.* (N.D. Cal. Feb. 3, 2022) 2022 US Dist. LEXIS 142121 (25,000 employee class) and *Brown v. Abercrombie & Fitch Co.* (C.D. Cal. July 16, 2015) 2015 US Dist. LEXIS 176214 (65,000 employee class).

REED W. L. MARCY (SBN 191531)

Reed W. L. Marcy obtained his Bachelor's degree with High Honors in French Literature in 1983 and his Master's degree in French Literature in 1985, both from the University of California, Berkeley. Mr. Marcy graduated from University of California Law, San Francisco, in 1997 and was admitted to practice in California in December 1997. Mr. Marcy was awarded numerous academic honors at UC Law SF, including the American Jurisprudence Award, the David Snodgrass Oral Advocacy Award, the California Computerized Legal Instruction Award, and awards for civil rights and art law. Mr. Marcy was Associate Executive Editor for *Comm/Ent*, the journal of intellectual property law, and published a note on patent law. Mr. Marcy has been a frequent presenter of continuing legal education programs on employment law and legal research

topics through National Business Institute.

Mr. Marcy is admitted to practice in state and federal courts in California, including the Northern District, Central District, Eastern District, Ninth Circuit, and Court of Appeals, along with the California Supreme Court, and has been admitted *pro hac vice* in Ohio and Oklahoma.

Mr. Marcy began working as a law clerk for Randall Aiman-Smith in 1995, while still a law student. After graduation and admission to the Bar in 1997, Mr. Marcy continued working as an attorney for Mr. Aiman-Smith, becoming a partner in Mr. Aiman-Smith's firm in 2002. In 2005, Mr. Marcy and Mr. Aiman-Smith formed Aiman-Smith & Marcy.

Mr. Marcy has abundant experience as a civil litigator, including extensive experience in all phases of employment law and class actions from initial client intake through trial and appeal. Mr. Marcy has been the lead attorney for dozens of employment and consumer class actions and has extensive experience in employment law appellate practice. Published decisions where Mr. Marcy had responsibility for writing briefs and making oral arguments include *Rivero v. City and County of San Francisco*, 316 F.3d 857 (9th Cir. 2002); *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701. Mr. Marcy successfully argued for overturning summary judgment in a defamation and blacklisting action in the Ninth Circuit in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482 (unpublished memorandum). The case was successfully tried to a \$1.6 million verdict in February 2018. Mr. Marcy also argued the appeals in *Selkirk v. Grasshopper House, LLC* (2d Dist. Cal. Div. 7, March 16, 2020) and *Ezeokoli v. Uber Techs.* (1st Dist. Cal. Div. 3, January 13, 2021). Mr. Marcy was the supervising attorney in *Carroll v. City and County of San Francisco, et al.* (2019) 41 Cal.App.5th 805 (reversing demurrer and applying continuing violation and continuous accrual doctrine to age discrimination in disability benefits). Most recently, Mr. Marcy was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) and performed the examination and cross-examination of the expert witnesses, which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

Mr. Marcy is currently the Top 10 Wage & Hour President for 2022 – 2023 for the National Trial Lawyers Association.

HALLIE VON ROCK (SBN 233152)

Ms Von Rock graduated with a Bachelor of Arts degree from University of California, Berkeley with Honors in 1999. Ms Von Rock graduated from University of California Law, San Francisco, in 2004 and was admitted to practice in California in December, 2004. Ms Von Rock was awarded numerous academic honors at UC Law SF, including the Witkin Award for Excellence for Trial Advocacy and CERCLA Outstanding Achievement Awards for Trial Advocacy and for Moot Court. Ms Von Rock was an Editor for West Northwest Environmental Law Journal.

Ms Von Rock is admitted to practice in state and federal courts in California, including the Northern District, Central District, Southern District, and Court of Appeals, along with the California Supreme Court.

Ms Von Rock has worked with Randall Aiman-Smith and Reed Marcy since 1996, while still an undergraduate at University of California, Berkeley. Ms Von Rock began working as a law clerk for Mr. Aiman-Smith and Mr. Marcy during her last year of law school in June 2003 and was hired as an Associate following admission to the California Bar in 2004. Ms Von Rock has been a partner at Aiman-Smith & Marcy since 2012.

During Ms Von Rock's significant litigation experience, she has worked on numerous employment and consumer cases and class action cases. Ms Von Rock has experience in all aspects of litigation and class action work, including trial and appeal. She has been lead counsel in numerous employment and consumer class actions. Published decisions where Ms Von Rock had responsibility for writing briefs include *Bradley v. Networkers International LLC* (2012) 211 Cal.App.4th 1129; and *Benton v. Telecom Network Specialists, Inc.* (2013) 220 Cal.App.4th 701, and the unpublished decision in *Aghmane v. Bank of America, N.A.*, 696 Fed. Appx. 175 (9th Cir. May 17, 2017) Case Number 15-15482. Ms Von Rock was trial counsel in *Aghmane v. Bank of America*, which was successfully tried to a \$1.6 million verdict on defamation and blacklisting in February 2018. Most recently, Ms Von Rock was one of the lead counsel for plaintiffs in the class action trial in *Benton v. Telecom Network Specialists, Inc.* (lead case *Booker v. Tanintco, Inc.*, Los Angeles Superior Court Case No. BC34926) which resulted in a judgment for plaintiffs of \$9.5 million in March 2021.

BRENT A. ROBINSON (SBN 289373) (formerly of Aiman-Smith & Marcy, through March 2025)

Mr. Robinson (formerly with Aiman-Smith & Marcy, through March 2025) graduated with a Bachelor of Arts in English from the University of California, Santa Barbara, and spent a year abroad studying at the University of Leeds in the U.K. He graduated in the top quintile of his law school class at the University of San Francisco

School of Law, where his work garnered the CALI Award for Excellence in Legal Ethics, the California Academy of Appellate Lawyers Award for Best Brief in the Roger J. Traynor Appellate Moot Court Competition, and an award for Outstanding Individual Achievement in Oral Argument at the same competition.

Mr. Robinson has extensive experience litigating the full spectrum of employment claims, including harassment, discrimination, retaliation, disparate impact, wage and hour, and Private Attorneys General Act claims. Mr. Robinson also has experience litigating tort claims including wrongful death and serious personal injury claims.

Mr. Robinson is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, he fights high-stakes battles against some of the top defense firms and the largest corporations, and has established new law in California. *See, Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805, review and depublication denied (Jan. 29, 2020); *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281, review granted and pending (Jun. 14, 2023). Representative cases include:

- *Aghmane v. Bank of America Corporation N.A.* (N.D.Cal. Case No. 4:13-cv-03698) (2018 \$1.6m jury verdict, plus a finding of liability for punitive damages, and a subsequent confidential settlement);
- *Carroll v. City and County of San Francisco et al.* (San Francisco Super. Ct. Case No. CGC-17-526580; First Dist. Ct. of App. Case Nos. A154569 and A155208; Cal. Supreme Ct. Case No. S259558) (first-chair in class action trial);
- *Rahman/Bautista Diaz v. Gate Gourmet, Inc.* (N.D.Cal. Case No. 3:20-cv-03047-WHO; Los Angeles Super. Ct. Case No. 20STCV34299; C.D.Cal. Case No. 2:20-CV-09454 FLA (MAAx); MDL No. 3012);
- *Piplack et al. v. In-n-Out Burgers* (Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885);
- *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457); and
- *Cosio v. IPAA et al.* (San Francisco Super. Ct. Case No. CGC-16-551337; First Dist. Ct. of App. Case No. A153333).

Mr. Robinson is admitted to practice in all California state courts, and in the United States District Courts for the Northern, Eastern, and Central Districts of California.

Mr. Robinson is a member of the California Employment Lawyers Association,

serves on that organization's Reverse Auctions Panel, and is a member of that organization's Wage & Hour Committee. He has also been recognized by Super Lawyers as a Northern California Rising Star for 2022 and 2023.

LISSETH BAYONA (SBN 338135)

Ms Bayona received her J.D. from the University of Southern California (USC) Gould School of Law. While there, she served as a judicial extern to the Honorable Patrick J. Walsh of the United States District Court for the Central District of California, where she drafted a criminal judicial opinion. Also, while at Gould, she served as an extern for the U.S. Attorney's Office for the Central District of California. As a Criminal Division Extern, she had the opportunity to work closely with a trial team of Assistant U.S. Attorneys on a money laundering case.

Ms Bayona is a member of Aiman-Smith & Marcy's class action litigation group. As part of that team, she has successfully fought high-stakes legal battles against well-resourced and highly competent defense firms. *See, e.g., Cal. Labor & Workforce Dev. Agency ex rel. Raymond v. CompuCom Sys.* (E.D.Cal. Mar. 9, 2023, No. 2:21-cv-02327-KJM-KJN) 2023 U.S.Dist.LEXIS 40710.

JOSEPH CLAPP (SBN 99194) *Of Counsel

Mr. Clapp received his Bachelor of Arts degree in Economics from the University of California at Berkeley in 1978. While attending college, he organized the 1,500 workers in Yosemite National Park into a union. In 1981, Mr. Clapp received his J.D. degree from McGeorge School of Law, University of the Pacific, and while attending McGeorge he served as the Comments Editor for the Pacific Law Journal.

Mr. Clapp is admitted to practice in federal and state courts in California, including the U.S. District Court for the Northern District of California, the U.S. District Court for the Eastern District of California, the Ninth Circuit Court of Appeals, and the California Supreme Court.

Mr. Clapp began his career with the trial firm of Herron & Herron in 1982 and remained with that firm for 26 years. Thereafter, he spent a year with the firm of Kumin Sommers before opening his own practice. In 2012, he became “of counsel” to Aiman-Smith & Marcy.

Throughout his career, Mr. Clapp has always fought for those who work for a living. He has litigated all aspects of the employment relationship, and his cases have included wrongful or discriminatory discharges, the failure to pay wages due (e.g., overtime, prevailing wages), substandard working conditions (e.g., meal periods), and the failure to pay earned pensions (ERISA). He has tried numerous cases and has prosecuted numerous appeals in both in state and federal courts. He was lead counsel for two published appellate victories: *George v. California Unemployment Insurance Appeals Board* (2009) 179 Cal.App.4th 1475 (public employee’s retaliation lawsuit survives claim and issue preclusion defenses), and *Walker v. Berkeley Housing Authority*, 951 F.2d 182 (9th Cir. 1991) (biased decision-maker violates public employee’s Due Process rights). Most recently, Mr. Clapp won reversal of summary judgment in *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (temporary agency and care home were plaintiff’s joint employers under the Domestic Workers Bill of Rights). Other published cases include *Rodriguez v. Akima Infrastructure Servs. LLC* (9th Cir. 2019) 747 Fed.Appx. 625 (reversing summary judgment) and *Sucillio v. Perk* (9th Cir. 2022) 25 F.4th 1118.

Mr. Clapp has successfully tried several employment cases to judgment since joining Aiman-Smith & Marcy.

JOHN A. LOFTON (SBN 222259) *Of Counsel

Mr. Lofton graduated from the University of Texas at Austin with honors in 1998, and received his law degree from the University of California at Berkeley (Berkeley

Law) in 2002. He clerked for Chief Justice Veasey of the Delaware Supreme Court in 2001 and co-authored “Computer Security Publications: Information Economics, Shifting Liability and the First Amendment” (Whittier Law Review, Vol. 24, No. 1).

Mr. Lofton joined the California State Bar 2002. Prior to joining Aiman-Smith & Marcy, Mr. Lofton worked as a litigator for several large firms, including litigating employment cases from the defense side. He has been of counsel with Aiman-Smith & Marcy since 2019. His practice focuses on employment and consumer fraud, representing individual employees and consumers as well as litigating on their behalf in class actions and other representative actions.

Since joining Aiman-Smith & Marcy, Mr. Lofton has handled several employment class actions and actions under the Private Attorney General Act (PAGA), including the rare feat of successfully bringing a wage and hour class action within a bankruptcy.

REPRESENTATIVE CASES FOR AIMAN-SMITH & MARCY

A representative list of significant class actions, representative actions, and jury trials in which the attorneys at Aiman-Smith & Marcy have served as lead counsel or co-class counsel includes:

Aghmane v. Bank of America NA, U.S. District Court, Northern District, Case No. No.: C13-03698 DMR (\$1.6 million jury verdict for defamation and blacklisting), *see also*, 696 Fed.Appx. 175 (9th Cir. 2017 (Ninth Circuit Opinion reversing summary judgment on defamation and blacklisting claims)).

Bean v. Hugo Boss Retail, Inc., U.S. District Court, Northern District, Case No. 3:13-cv-05921-RS (employee class action for uniform reimbursement, bag searches, and missed breaks).

Benton, et al. v. Telecom Network Specialists, Inc., Los Angeles County Superior Court, Case No. BC354230, published as (2013) 220 Cal.App.4th 701 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases); (summary judgment awarding \$7.6 million in overtime, meal, and rest break pay and trial awarding \$1.28 million in Labor Code §203 penalties) (total judgment \$9.5 million).

Billingsley v. Ross Dress for Less, Inc., Alameda Superior Court case no. RG17864196 (employee class action for uniform reimbursement).

Booker, et al. v. Tanintco, Inc., Los Angeles County Superior Court, Case No. BC349267 (class action for overtime, meal and rest breaks).

Bradley, et al. v. Networkers International, LLC, San Diego County Superior Court, Case No. GIC 862417, published as (2012) 211 Cal.App.4th 1129 (employee class action for overtime, meal and rest breaks; established important principles for class certification of wage and hour cases).

Brawner v. Bank of America, United States District Court, Northern District of California, Case No. 3:2014cv02702 (employee class action for misclassification as exempt).

Brown v. Abercrombie & Fitch Co., 2014 U.S. Dist. LEXIS 19414, N.D. Cal., February 14, 2014, Case No.: 4:13-CV-05205 YGR (employee class action for uniform reimbursement; 62,000 person class certified), consolidated with *Bojorquez v. Abercrombie & Fitch Co.*, Southern District of Ohio, Case No. 2:16-cv-00551-MHW (250,000 employees) (\$25 million settlement).

Carroll v. City and County of San Francisco, et al. San Francisco Superior Court case no. CGC-17-562580 (employee class action for age discrimination in payment of retirement benefits); published at *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805 (reversing demurrer on basis of continuing violation and continuous accrual doctrines) (class certified).

Cohen v. FedEx Office and Print Services, Inc., Alameda County Superior Court Case No. RG17810621 (consumer class action under Fair and Accurate Credit Transactions Act).

Cosio v. International Performing Arts Academy, LLC, et al., (San Francisco Superior Court Case No. CGC-16-551337) (consumer class action for violation of Talent Agency Act) (class certified).

Duffey v. Tender Heart Home Care Agency, LLC, Superior Court of Contra Costa County, No. MSC15-02271 (employee claim for overtime against temporary agency and care home as joint employers) published as *Duffey v. Tender Heart Home Care Agency, LLC*, (2019) 31 Cal.App.5th 232 (reversing summary adjudication on the basis of joint employer relationship).

Frye v. Jyve, Inc., San Francisco Superior Court case number CGC-20-582236 (PAGA action for missed breaks against defunct gig company).

Green, et al. v. Presidio International, Inc. dba A|X Armani Exchange, San Francisco Superior Court, Case No. CGC 13-536365 (employee class action for uniform reimbursement, bag searches, and missed breaks).

Guess? Outlet Stores Pricing Cases, Los Angeles County Superior Court Case No. JCCP 4883 (consumer retail pricing class actions).

Hurtado, et al. v. Lowe's HIW, U.S. District Court, Northern District, Case No. CV-11-1996 (consumer class action under Song-Beverly Credit Card Act).

Holmes, et al. v. Big Five Sporting Goods, Los Angeles County Superior Court, Case No. JCCP4667 (consumer class action under Song-Beverly Credit Card Act).

Honrine v. Coast Counties Truck & Equipment Company, Alameda Superior Court, Case No. RG21088933 (PAGA representative action for various Labor Code violations)

Jerominski v. Walgreen Co., consolidated as *In re Walgreen Co. Wage and Hour Class Action*, U.S. District Court, Central District of California, Case No. 11-cv-07664-PSG (FFMx) (40,000 employee class action for bag searches) (\$23 million settlement).

Jones v. Armanino LLP, Alameda County Superior Court, Case No. RG 13-68105 (consumer class action for accounting negligence).

Kulvicki, et al. v. Pick-N-Pull Auto Dismantlers, Alameda County Superior Court, Case No. RG11560441 (employee class action for misclassification).

Lara v. Visual Edge, Inc., et al., Alameda County Superior Court, Case No. RG21105541 (PAGA representative action for various Labor Code violations).

Lemons et al. v. Rite Aid Corp., consolidated with *Ramirez v. Rite Aid Corp.*, U.S. District Court, Northern District of California. case number CV 20-3531-GW (employee class action for off-the-clock security searches).

Mauldin v. Frito Lay, Inc. Alameda Superior Court Case No. RG16811677 (employee class action for overtime).

Mendes, et al. v. B-4 Partners, LLC, et al., Alameda County Superior Court, Case No. RG11603095, consolidated with *Noble v. Greenberg Traurig, LLP*, Alameda County Superior Court, Case No. RG11593201 (consumer class action for securities fraud, Ponzi scheme) (\$83 million settlement).

Milton v. Best Buy Stores, L.P., U. S. District Court, Central District of California, Case No. CV11-6913, consolidated as *Gass, et al. v. Best Buy Stores, L.P.*, U.S. District Court, Central District of California, Case No. CV 11-01507 SJO (JCGx) (consumer class action under the Song-Beverly Credit Card Act).

Naro, et al. v. Walgreen Co, et al., U.S. District Court, Northern District of California, Case No. 4:22-dv-03170-JST (employee class action and PAGA representative action for failure to reimburse for uniforms).

Lewis v. Simplified Labor Staffing Solutions, Cal. Supreme Ct. Case No. S278457 (request for depublication granted).

Lourdes v. Eagle Clean Group, Sacramento Superior Court, Case No. 23CV009072 (Employee Class and PAGA representative action for various Labor Code violations)

McCormick v. CalPers, Sacramento Superior Court, Case No. 23CV006749 (employee class action for discrimination of retirement benefits)

Nakooka v. Dollar Tree Stores, Inc., U.S. District Court, Northern District of California, Case No. 3:17-CV-03955-JD (employee class action for uniform reimbursement).

Nucci, et al. v. Rite Aid Corporation, et al., U.S. District Court, Northern District of California, Case No. 19-CV-01434-LHK (26,000 person employee class action certified for uniform reimbursement).

Ortiz v. CVS Caremark Corporation, et al., U.S. District Court, Northern District of California, Case No. CV 12-05859 EDL; related with *Murphy v. CVS Caremark Corp.*, Los Angeles County Superior Court No. BC464785 (30,000 employee class action for bag searches, off-the-clock work) (\$12.75 million settlement).

Padilla, et al. v. Mygrant Glass Co., Alameda Superior Court, Case No. RG18906877 (employee class action and PAGA action for labor code violations).

Paknad v. Intuitive Surgical, Inc., et al., Santa Clara Superior Court Case No. 19CV350641, 6th District Court of Appeal Case No. H050711 (individual FEHA and retaliation action; petition for extraordinary writ pending).

Palma v. Mercury Insurance Services, LLC, San Bernardino Superior Court, Case No. CIV-DS1911981 (PAGA action for off-the-clock time).

Ping v. See's Candy Shops, Inc. U.S. District Court, Northern District of California Case No.: 3:19-cv-02504-RS (employee class action for uniform reimbursement).

Piplack et al. v. In-n-Out Burgers, Orange Co. Super. Ct. Case No. 30-2019-01114510, Fourth Dist. Ct. of App. Case No. G061098, Cal. Supreme Ct. Case No. S279546; Sonoma County Superior Case No. SCV-268956, First Dist. Ct. of App. Case Nos. A165320 and A165403; Cal. Supreme Ct. Case No. S275185; Second Dist. Ct. of App. Case No. B319885 (PAGA action for failure to reimburse uniform-related expenses)

Price, et al. v. EXI Parsons Telecom, Los Angeles County Superior Court, Case No.

BC351252 (employee class action for overtime, meal and rest breaks).

Rahman v. Gate Gourmet, Inc., U.S. District Court, Northern District of California, case number 3:20-cv-03047-WHO (employee class action for off-the-clock donning and doffing time).

Rivera v. Uniqlo California, LLC, U.S. District Court for the Central District of California, Case No. 17-CV-02848-JAK (JPR) (employee class action for uniform reimbursement).

Robinson, et al. v. Defender Security Company, Alameda County Superior Court, Case No. RG10505016 (employee class action for misclassification and off-the-clock work).

Ruiz v. Automotive Racing, Ventura Superior Court, Case No. 2023CUOE11192 (employee class action for failure to reimburse business expenses and other Labor Code violations)

Saberi, et al. v. Bridgestone Firestone Retail & Commercial Operations, Alameda County Superior Court. Case No. RG08406555 (employee class action for misclassification) (\$14 million settlement).

Sandak v. Comerica, San Francisco Superior Court, Case No. CGC-23-606913 (PAGA representative action for various Labor Code violations)

Smith, et al. v. S.Com, Inc., San Francisco County Superior Court, Case No. CGC-02-412968 (employee misclassification class action)

Westman, et al. v. Rogers Family Funeral Homes, Contra Costa County Superior Court, Case No. C 98-03165 (consumer class action for negligence).

Williams v. Bank of America, N.A., U.S. District Court, Central District of California, Case No. SACV 15-01597 AG (KESx) (employee misclassification class action).

Williams v. Union Pacific Railroad Co., Alameda County Superior Court Case No. RG 06251955 (race discrimination jury verdict of \$1.6 million).

Wright and Raymond v. Compucom Systems, Inc., County of Riverside, Case No. CVRI22005136 (PAGA representative action for various Labor Code violations)

Zimmelman Jewelry v. CrossCheck, Sonoma County Superior Court Case No. SCV 229654 (consumer class action for unfair business practices).

Exhibit 4

Rad v. SkinSpirit
Cost Detail

Date	Description	Cost
06/07/24	LWDA – PAGA filing fee	\$75.00
08/19/24	UPS – overnight delivery of change of counsel notification	25.03
10/09/24	One Hour Legal – filing fee re Summons and Complaint	1,626.95
10/17/24	Alameda County Superior Court – filing fee re Summons	21.60
10/31/24	LexisNexis – October 2024 legal research	7.32
11/13/24	One Hour Legal – filing Notice of Posting Jury Fees	63.45
11/13/24	One Hour Legal – advance deposit toward jury fees	150.00
11/20/24	One Hour Legal – filing fee re Notice and Acknowledgment of Receipt of Summons and Complaint	21.60
12/02/24	One Hour Legal – filing fee re Stipulation to Consent to E-Service	21.60
01/23/25	One Hour Legal – filing fee re CMC Statement	22.60
02/04/25	Alameda County Superior Court – fee to download court order re Initial CMC	2.00
03/26/25	One Hour Legal – filing fee re Notice of Change in Counsel	17.45
03/31/25	LexisNexis – March 2025 legal research	36.30
04/26/25	One Hour Legal – filing fee re Notice of Change of Address	22.60
05/06/25	One Hour Legal – filing fee re CMC Statement	22.60
05/20/25	Alameda County Superior Court – fee to download Order Continuing Initial CMC	2.00
06/19/25	One Hour Legal – filing fee re Stipulation and Order to continue Deadline for Filing Motion for Class Certification and Related Deadlines	43.20
09/17/25	Bongiovi Mediation – mediation fees for 11/03/25 mediation	9,000.00
09/30/25	LexisNexis – September 2025 legal research	3.67

10/14/25	One Hour Legal – filing fee re Notice of Service of Case Reassignment	22.60
10/17/25	One Hour Legal – filing fee re Notice of Case Reassignment (estimated)	25.00
10/31/25	LexisNexis – October 2025 legal research	61.83
11/11/25	One Hour Legal – filing fee re Joint CMC Statement	22.61
11/18/25	Alameda County Superior Court – fee to download Case Management Order	2.00
11/30/25	LexisNexis – November 2025 legal research	118.39
12/11/25	Allman & Petersen Economics – October 2025 expert services	3,737.50
12/31/25	LexisNexis – December 2025 legal research	141.94
01/13/26	One Hour Legal – filing fee re Joint Compliance Hearing Statement	58.45
01/13/26	One Hour Legal – service of chamber’s copy of Joint Compliance Hearing Statement	75.00
01/14/26	Alameda County Superior Court – fee to download Tentative Ruling	1.00
01/21/26	Alameda County Superior Court – fee to download Order re Filing Motion for Preliminary Approval	2.00
01/22/26	Alameda County Superior Court – research re Motion for Preliminary Approval	67.00
01/31/26	LexisNexis – January 2026 legal research	25.96
02/24/26	One Hour Legal – fee to deliver settlement agreement to Defendant for signature	173.00
02/24/26	One Hour Legal – filing fee re Motion for Preliminary Approval of Class Action and PAGA Settlement	164.45
02/25/26	One Hour Legal – service of chamber’s copy of Motion for Preliminary Approval of Class Action and PAGA Settlement	101.95
02/27/26	One Hour Legal – filing fee re Proof of Hand Delivery of Motion for Preliminary Approval on Defendant	98.45
03/02/26	One Hour Legal – service of chamber’s copy of Notice of Remote Appearance	75.00
03/06/26	One Hour Legal – filing fee re Notice of Remote Appearance at 03/18/26 hearing on Motion for Preliminary Approval of Class Action and PAGA Settlement	26.61

03/21/26	Alameda County Superior Court – fee to download court order re hearing on Motion for Preliminary Approval of Class Action and PAGA Settlement	7.00
04/07/26	One Hour Legal – filing fee re Supplemental Declaration re Motion for Preliminary Approval of Class Action and PAGA Settlement	58.45
04/07/26	One Hour Legal – service of chamber’s copy of Supplemental Declaration re Motion for Preliminary Approval of Class Action and PAGA Settlement	75.00
04/30/26	LexisNexis – April 2026 legal research	13.68
06/30/26	Alameda Court Superior Court – download court document	6.00
07/21/26	Alameda Court Superior Court – download court document	2.00
08/26	One Hour Legal – filing fee re Motion for Final Approval of Class Action and PAGA Settlement	164.45
08/26	One Hour Legal – service of chamber’s copy of Motion for Final Approval of Class Action and PAGA Settlement	101.95
	Copier Charges: 77 copies @ \$0.25	19.25
	TOTAL:	\$16,633.49