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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

**AMENDED [PROPOSED] ORDER
GRANTING MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: April 15, 2026
Hearing Time: 1:30 p.m.
Reservation: 721050213871

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

1 The Motion for Preliminary Approval of Class Action and PAGA Representative
2 Action Settlement (“Motion”) filed by Plaintiff Sarah Rad (“Plaintiff”) came on regularly for
3 hearing before this Court on April 15, 2026. Plaintiff appeared through her counsel of record,
4 Aiman-Smith & Marcy, and Defendant SkinSpirit Essential, LLC (“Defendant”) appeared
5 through its counsel of record. The Court, having reviewed the Motion, all supporting papers,
6 the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as
7 **Exhibit 1** to the Supplemental Declaration of Hallie Von Rock, the pleadings and file herein,
8 and having heard the arguments of counsel, hereby rules as follows:

9 **I. BACKGROUND**

10 This is a wage-and-hour class action and PAGA representative action. Plaintiff Sarah
11 Rad and Defendant SkinSpirit Essential, LLC agreed to settle the claims for \$490,000.00,
12 which includes an attorney’s fee award of up to \$147,000.00; reimbursement of Plaintiff’s
13 litigation costs up to \$17,000.00; an enhancement award of up to \$5,000.00 for Plaintiff;
14 settlement administration costs of up to \$7,500.00; and \$47,000.00 in PAGA civil penalties,
15 75% of which go to California’s Labor and Workforce Development Agency (LWDA) and
16 25% to aggrieved employees. The remaining settlement funds are to be distributed among an
17 estimated 202 class members on a pro rata basis.

18 **II. LEGAL STANDARD**

19 At the preliminary approval stage, the Court’s task is to determine whether the proposed
20 settlement is within the range of reasonableness such that notice should be given to the class
21 and a final approval hearing scheduled. *See, Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
22 1794, 1801; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 235.

23 The Court considers whether: (1) the settlement appears to be the product of serious,
24 informed, non-collusive negotiations; (2) the settlement falls within the range of possible
25 approval; and (3) the proposed notice is adequate. (Cal. Rules of Court, rule 3.769.)

26 For PAGA claims, the Court must independently evaluate whether the settlement is fair,
27 reasonable, and adequate in light of PAGA’s public enforcement purposes. (Lab. Code §
28 2699(s)(2).)

1 **III. FINDINGS**

2 The Court preliminarily finds that:

3 1. The Settlement is the result of serious, informed, and non-collusive negotiations
4 between experienced counsel, including a full-day mediation before an experienced neutral,
5 and is therefore presumed to be fair and reasonable.

6 2. The Settlement falls within the range of reasonableness and possible approval,
7 taking into account the risks, complexity, expense, and likely duration of further litigation, as
8 well as the uncertainty of outcome.

9 3. The proposed notice plan is reasonably calculated to apprise Class Members of
10 the pendency of the Action, the terms of the Settlement, and their rights under the Settlement,
11 and satisfies the requirements of due process.

12 4. The Settlement provides meaningful relief to the Settlement Class and Aggrieved
13 Employees and furthers the purposes of the Private Attorneys General Act (“PAGA”).

14 **IV. PRELIMINARY APPROVAL OF SETTLEMENT**

15 The Court hereby GRANTS preliminary approval of the Settlement Agreement and all
16 terms and conditions contained therein. The Court preliminarily finds that the Settlement is
17 fair, reasonable, and adequate, and in the best interests of the Settlement Class and the State of
18 California.

19 **V. CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS**

20 The Court hereby conditionally certifies, for settlement purposes only, the following
21 Settlement Class:

22 All individuals employed by Defendant in California and classified as non-exempt
23 employees who worked for Defendant during the period October 9, 2020 through Preliminary
24 Approval (the “Class Period”).

25 The Court further recognizes the PAGA group (“Aggrieved Employees”) as:

26 All individuals employed by Defendant in California and classified as non-exempt
27 employees who worked for Defendant during the period June 6, 2023 through Preliminary
28 Approval (the “PAGA Period”).

1 The Court finds that, for purposes of settlement only, the requirements of California
2 Code of Civil Procedure section 382 are satisfied.

3 The Court hereby conditionally appoints:

- 4 1. Sarah Rad as Class Representative;
- 5 2. Aiman-Smith & Marcy as Class Counsel; and
- 6 3. Atticus Administration, LLC as Settlement Administrator.

7 **VI. APPROVAL OF NOTICE AND NOTICE PROCEDURE**

8 The Court hereby approves the form and content of the Class Notice attached to the
9 Settlement Agreement as Exhibits A and B. The Court finds that the Notice fairly and
10 adequately informs Class Members of the nature of the Action, the terms of the Settlement,
11 their rights to opt out or object, the procedures for doing so, and the binding effect of the
12 Settlement.

13 The Court further approves the notice dissemination plan set forth in the Settlement
14 Agreement, including distribution by U.S. mail and email, re-mailing procedures, address skip-
15 tracing, creation of a settlement website, and establishment of a toll-free call center.
16 The Notice program approved by this Order constitutes the best notice practicable under the
17 circumstances and complies with California Rules of Court, rule 3.766 and due process.

18 **VII. SCHEDULE AND DEADLINES**

19 The Court adopts the following schedule of events:

20 Defendant to provide Class Data to Settlement Administrator — Within 16 calendar
21 days of entry of this Order.

22 Settlement Administrator to mail and email Class Notice — Within 14 calendar days
23 after receipt of Class Data.

24 Deadline for Class Members to submit Requests for Exclusion, Objections, or
25 Workweek Challenges — 45 calendar days after initial mailing of Class Notice (plus an
26 additional 14 days for any re-mailed Notices).

27 Deadline for Class Counsel to file Motion for Final Approval and Motion for Attorneys'
28 Fees, Costs, and Service Award — 16 court days prior to Final Approval Hearing.

1 Settlement Administrator to provide Declaration of Due Diligence to Class Counsel and
2 Defense Counsel — Not later than 7 days before the deadline for Plaintiffs to file the Motion
3 for Final Approval.

4 Final Approval Hearing — August 12, 2026 at 1:30 PM, or [____], at
5 [____], Dept. 18.

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7 **IT IS SO ORDERED.**

8 Dated: _____
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10 HON. PATRICK McKINNEY

11 Judge of the Superior Court County of Alameda
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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:

AMENDED [PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY 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 April 7, 2026, at Bay Point, California.

/s/ Hallie Von Rock

Hallie Von Rock