AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION
Randall B. Aiman-Smith #124599
Reed W.L. Marcy #191531
Hallie Von Rock #233152
Lisseth Bayona #338135
7677 Oakport St. Suite 1000
Oakland, CA 94621
T 510.519.1018
ras@asmlawyers.com
rwlm@asmlawyers.com
hvr@asmlawyers.com
lb@asmlawyers.com

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 **MEMORANDUM OF POINTS AND AUTHORITIES 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

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MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AND FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT

I. INTRODUCTION

Plaintiff Sarah Rad respectfully requests final approval of the $490,000 non-reversionary Class Action and PAGA Settlement with Defendant SkinSpirit Essential, LLC ("Defendant" or "SkinSpirit"). The Settlement resolves disputed wage-and-hour claims following substantial investigation, formal and informal discovery, expert analysis, and arm's-length negotiations culminating in an all-day mediation with an experienced neutral. The Court has already determined at preliminary approval that the Settlement warranted dissemination of notice to the Class. The final administration results now provide the Court with the additional information necessary to determine whether the Settlement should receive final approval.

The Settlement provides meaningful monetary relief without requiring Class Members to submit claim forms. After Court-approved deductions, the Net Settlement Amount will be distributed automatically among Participating Class Members based on their respective Class Period Workweeks. The Settlement also allocates $47,000 to resolve PAGA claims, with $35,250 payable to the LWDA and $11,750 distributed among Aggrieved Employees. No portion of the Gross Settlement Amount reverts to Defendant.

Following preliminary approval, the Settlement Administrator, Atticus Administration, LLC ("Atticus") implemented the Court-approved notice process. Atticus received the Class List identifying 255 individuals and, after processing and updating addresses as appropriate, mailed the Court-approved Notice of Class Action and PAGA Settlement. Of the 255 postcard Notices mailed, 13 were returned to Atticus as undeliverable. Thirteen (13) undeliverable postcards were sent to a professional service for address tracing, where new addresses were obtained for 12 records and were not obtained for one record. Postcard Notices were promptly remailed to the 12 addresses obtained from the trace, and one was returned to Atticus a second time. In total, 242 Notices, or 94.90% of the postcards, were successfully mailed. *See,* Declaration of Ann Linton of Atticus Administration ("Atticus Dec."), ¶ 7.

The Class's response to the Settlement was overwhelmingly favorable. No Class Members requested exclusion from the Settlement, and no Class Members submitted objections. As a result, 255 Participating Class Members will receive an Individual Class Payment without the need to submit a claim form.

Based on the final Class Data and the deductions requested in connection with final approval, the estimated average Individual Class Payment is approximately $1,066, the highest estimated Individual Class Payment is approximately $4,261.47, and the lowest estimated Individual Class Payment is approximately $15.17. In addition, Aggrieved Employees will receive their proportional share of the $11,750 allocated to Aggrieved Employees from the PAGA Payment, based on their respective PAGA Period Workweeks. The estimated average Individual PAGA Payment is approximately $74.37, with the highest estimated Individual PAGA Payment of approximately $150.94 and the lowest estimated Individual PAGA Payment of approximately $2.56.

The successful completion of the notice process and the absence of objections and requests for exclusion provide further support for final approval. The administration results demonstrate that the Notice program effectively reached the overwhelming majority of the Class and provided Class Members with a meaningful opportunity to review the terms of the Settlement and exercise their rights. Moreover, the automatic distribution of settlement payments ensures that Participating Class Members and Aggrieved Employees will receive their respective shares of the Settlement without the burden of submitting a claim.

The Settlement represents a fair, reasonable, and adequate compromise when measured against the significant risks, costs, and delay of continued litigation. Plaintiff therefore requests that the Court grant final approval, confirm the settlement-only Class certification and appointments previously made, approve the requested attorneys' fees, actual litigation costs, Class Representative Service Payment, actual administration expenses, and PAGA allocation, and enter final judgment.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Allegations and Claims

Plaintiff commenced this action on October 9, 2024, asserting class and representative claims arising from Defendant's alleged violations of California wage-and-hour laws. Plaintiff alleges, among other things, that Defendant failed to provide compliant meal and rest periods and pay associated premiums; failed to pay minimum, overtime, and contractual wages, including compensation for off-the-clock work; failed to provide accurate wage statements; failed to timely pay all wages due upon separation; failed to reimburse necessary business expenses, including expenses associated with required personal cell phone use; and engaged in unfair competition. Plaintiff also asserts representative claims under the Private Attorneys General Act ("PAGA"), Labor Code sections 2698 et seq.

Plaintiff worked for Defendant as an Assistant Clinic Manager in Oakland, California. She alleges that Defendant's staffing models, productivity expectations, and operational practices interfered with employees' ability to take compliant meal and rest periods, resulted in uncompensated work, and required employees to use personal cell phones for work without reimbursement. Defendant denies the allegations and contends that its policies and practices complied with California law.

B. Investigation, Discovery, and Mediation

Before filing suit, Class Counsel conducted a factual investigation that included interviews with Plaintiff and review of available payroll and policy materials. *See,* Declaration of Hallie Von Rock in Support of Final Approval ("Von Rock Dec."), ¶¶ 10-14. After filing, the Parties engaged in formal and informal discovery and exchanged information concerning Defendant's employment policies, payroll practices, timekeeping records, and other data relevant to liability and damages. *Id.,* ¶¶ 15-17. Plaintiff's expert analyzed timekeeping and payroll data for purposes of evaluating potential damages and PAGA penalties. *Id.,* ¶ 16.

The Parties thereafter participated in an all-day mediation with an experienced mediator. The Settlement was reached through arm's-length negotiations after the Parties had developed sufficient information to evaluate the strengths and weaknesses of their respective positions.

C. Preliminary Approval and Final Settlement Agreement

Plaintiff moved for preliminary approval based initially on the Parties' Memorandum of Understanding. The Parties thereafter finalized and executed the long-form Settlement Agreement. In response to the Court's concerns regarding the scope and wording of the PAGA release, the Settlement Agreement clarified that the LWDA, through Plaintiff as its authorized agent, releases the settled

PAGA claims. The revised Settlement Agreement and revised Class Notice were submitted to the Court, together with Plaintiff's Counsel's supplemental declaration. The Court thereafter granted preliminary approval and authorized notice to the Class.

The Settlement Class consists of individuals employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the Class Period. The Aggrieved Employees are individuals employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the PAGA Period.

III. NOTICE AND SETTLEMENT ADMINISTRATION SATISFIED DUE PROCESS

Class notice serves to protect the integrity of the class action process. *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 970. It effectuates the benefits of the class action device for the defendant, by ensuring that "there will be but a single binding judgment against him." *Kass v. Young* (1977) 67 Cal.App.3d 100, 106. "The critical reason for notification of members of the class on whose behalf a class action has been brought is that notification makes possible a binding adjudication and an enforceable judgment with respect to the rights of the members of the class. Absent such notification no member of the class need be bound by the result of the litigation." *Home Say. & Loan Assn. v. Superior Court* (1974) 42 Cal.App.3d 1006, 1011 [117 Cal.Rptr. 485]). Class notice also protects class members, insofar as it "prevents incompetent or unrepresentative plaintiffs from preempting for themselves total representation of an unnotified class and likewise prevents collusive suits that could bind members of the class to unwanted judgments unnecessarily limiting the scope of their recovery." *Id.* at 1012.

When a settlement is proposed, the purpose of a class notice is to give class members sufficient information to decide whether they should accept the benefits offered, opt out and pursue their own remedies, or object to the settlement. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 251-252.

Under California law, individual notice via direct mailing is regarded as sufficient, and is preferred wherever possible. *See,* California Judicial Council, Deskbook on the Management of Complex Civil Litigation, § 3.74 (Matthew Bender); Rule of Court 3.766(f); Civil Code § 1781(d) (CLRA). Here, the Court's order granting preliminary approval directed personal notice to issue to class members via the direct mailing of a postcard notice to class members' last known address and establishing a website that included the long form notice, and is, therefore, sufficient to bind class members under California law. Atticus then implemented the Court-approved notice program. *See,* Declaration of Ann Linton of Atticus Administration ("Atticus Dec."), ¶¶ 4-10.

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

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

> the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(1)

the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk*, 48 Cal.App.4th at 1802.

In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is "fair, adequate, and reasonable." *Chavez*, 162 Cal.App.4th at 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the cases were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id*.

A. The Settlement Resulted from Arm's Length Negotiations.

The Settlement was reached only after substantial investigation, discovery, and a full-day mediation before an experienced neutral. Both sides were represented by highly experienced wage-and-hour class action counsel and vigorously contested liability, damages, and certification issues. *See*, Von Rock Dec. ¶¶ 18-21. The posture of the case supports a strong presumption of fairness.

B. The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.

The Total Settlement Amount of $490,000 represents a fair, adequate, and reasonable resolution of the claims asserted, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals. The Settlement was calculated using information and data uncovered through extensive case investigation, discovery, and the exchange of information in the context of mediation. Had the case not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter had settled after further litigation, the settlement amount would have considered the additional costs incurred, and there might have been less money available for the Class Members after all was said and done. Additionally, the parties were moving into the phase of the litigation where they would have to conduct a significant amount of additional discovery, including and not limited to, depositions of Defendant's Person Most Qualified designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Discovery disputes would have certainly arisen, which would have cost the parties additional time and money. In contrast, the proposed settlement provides real and significant benefits for the class here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

C. The Settlement Amount Is Fair, Reasonable, and Adequate.

The Total Settlement Amount of $490,000 represents a fair, reasonable, and adequate resolution to the claims asserted. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation. Moreover, considering all the facts in the cases, the gross settlement amount represents a considerable recovery. *See,* Von Rock Dec. ¶¶ 29-41.

Even after deducting attorneys' fees in the amount of $147,000, litigation costs in the amount of $16,633.49, incentive award in the amount of $5,000, administration costs in the amount of $7,500, and payment to the LWDA in the amount of $35,250, the net settlement consideration is estimated to be $278,616.51. Under the Settlement Agreement, the net settlement consideration will be fully paid out without any reversion to Defendant. Each class member will be paid a pro rata share of the net settlement consideration, based on the number of workweeks credited to him or her within the limitations period. There are 255 participating class members, with the highest class member payment estimated to be $4,261.47, while the average class member payment is estimated to be $1,066. *See,* Atticus Dec. ¶ 14. For the 158 aggrieved employees, the highest PAGA payment is estimated to be $150.94, and the average PAGA payment is estimated to be $74.37. *Id*. ¶ 14.

At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. In light of the above considerations, Class Counsel believe that the settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members. Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, have experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. *See*, Conte & Newberg, Newberg on Class Actions (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel have extensive experience in employment class action law and complex wage-and-hour litigation. Aiman-Smith & Marcy, PC has been appointed class counsel in numerous complex wage-and-hour cases, and have recovered millions of dollars for individuals in California. *See,* Von Rock Dec., ¶ 7, Ex. 3. Both parties' counsel was capable of assessing the strengths and weaknesses of the Class Members' claims against Defendant and the benefits of the Settlement under the circumstances of the cases and in the context of a private, consensual settlement agreement.

E. The *Cy Pres* Recipient Fulfills the Purposes of the Lawsuit.

If there remain uncashed funds after the distribution and the time for cashing the checks are void, the Settlement Administrator will transmit the funds represented by the uncashed checks (with accrued interest) to Legal Aid at Work (https://legalaidatwork.org/), which falls squarely under the category of "nonprofit organizations providing civil legal services to the indigent" under CCP section 384(b). *See,* Declaration of Hallie Von Rock in Support of Motion for Preliminary Approval, Ex. 7 (Declaration of Joan Graff).

F. There Are No Objections to the Settlement.

The Settlement has been well received by the Class – not a single Class Member objected to the Settlement and no Class Member requested to be excluded. *See,* Atticus Dec. ¶¶ 11-13. California courts have consistently found that a small number of objectors indicate the class's support for a settlement and strongly favors final approval. *Wershba*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk*, 48 Cal.App.4th at 1802.

G. The Final Class Data and Application of the Settlement's Escalator Provision Support Final Approval.

The Settlement Agreement includes an escalator provision to account for a potential increase in the number of Workweeks during the Class Period. Specifically, the Parties negotiated the $490,000 Gross Settlement Amount based on an estimate that 202 Class Members worked a total of 16,000 Workweeks during the Class Period. The Settlement Agreement provides that, if the total number of Workweeks increases by more than 10%, meaning more than 17,600 Workweeks, Defendant may elect either to: (a) increase the Gross Settlement Amount proportionally based on the number of Workweeks in excess of 17,600, multiplied by the applicable Workweek value; or (b) shorten the release period as of the date on which the number of Workweeks reaches 17,600, thereby exhausting the negotiated 10% cushion. (Settlement Agreement, § 8.)

Defendant elected to establish March 1, 2026, as the end date of the release period. Based on the final Class Data through that date, Class Members worked a total of 17,573 Workweeks during the Class Period. The final number of Workweeks therefore represents an increase of 1,573 Workweeks over the 16,000 Workweeks originally estimated by the Parties, but remains below the 17,600-Workweek threshold established by the Settlement Agreement. Accordingly, the escalator provision does not require an increase to the $490,000 Gross Settlement Amount. *See,* Atticus Dec. ¶ 14.

The final Class Data thus confirms that the Gross Settlement Amount remains consistent with the parameters expressly negotiated and agreed upon by the Parties. Although the Class Period encompasses more Workweeks than initially estimated, the increase falls within the 10% cushion contemplated by the Settlement Agreement. Moreover, by establishing March 1, 2026, as the end of the release period, the Settlement provides a defined endpoint for the claims released by Participating

Class Members and ensures that the scope of the release corresponds to the Class Data used to administer the Settlement.

The operation of the escalator provision therefore further supports final approval. The Parties anticipated that the number of Workweeks could change as final Class Data became available and negotiated a specific mechanism to address any material increase. The final total of 17,573 Workweeks falls within the range contemplated by the Parties, and the $490,000 Gross Settlement Amount remains the appropriate settlement consideration under the express terms of the Settlement Agreement.

H. The PAGA Allocation Is Fair and Reasonable

The Settlement allocates $47,000 to PAGA penalties. Consistent with the statutory allocation, $35,250 (75%) will be paid to the LWDA and $11,750 (25%) will be distributed to Aggrieved Employees. The PAGA compromise reflects the same substantial disputes concerning liability, proof, penalties, and Defendant's defenses that affect the class claims. The Settlement Agreement's release was specifically revised to conform to the Court's direction by making clear that the LWDA, through Plaintiff as its authorized agent, releases the covered PAGA penalty claims for the PAGA Period. The PAGA allocation is therefore fair and reasonable and should be approved.

V. THE REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

Class Counsel respectfully request that this Court approve the requested attorney's fees in this action pursuant to California Rules of Court, Rule 3.769, which requires court approval of fees paid through settlement of a class action.

A. The Fee Is Presumptively Reasonable As The Result of Arm's-Length Negotiation.

The parties reached an arm's-length deal on attorneys' fees in the amount of 30% the gross settlement amount, or $147,000, and up to $17,000 in litigation costs (actual litigation costs sought here amount to less than the maximum: $16,633.49). This amount will compensate Class Counsel for work performed in recovering a significant benefit for class members. As one court explained, "The fee was negotiated at arm's length with sophisticated defendants by the attorneys who were intimately familiar with the case, the risks, the amount and value of their time, and the nature of the result obtained for the class." *In Re First Capital Holdings Corp. Fin. Prods. Securities Litig.* (C.D.Cal. June

10, 1992) 1992 WL 226321, at *4 (awarding attorneys' fees of $8 million). Under such circumstances, where there is no evidence of self-dealing or conflicts of interest, the court should be "reluctant to interpose its judgment as to the amount of attorneys' fees in the place of the amount negotiated by the adversarial parties in the litigation." *Id*. This approach has been expressly endorsed by the judicial counsel. *See*, Manual for Complex Litigation, 21.7 (4th ed. 2004) ("Separate negotiation of the class settlement before an agreement on fees is generally preferable.")

B. The Fee is Reasonable as a Percentage of the Benefit to the Class.

Class Counsel seeks an award of attorney's fees of $147,000 under the Settlement Agreement and fee-shifting provisions. Courts have long recognized the "common fund" or "common benefit" doctrine, under which attorneys who create a common fund or benefit for a group of persons may be awarded their fees and costs to be paid out of the fund. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 504. *See also, Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25, 34; *Glendale City Employees' Assoc. v. City of Glendale* (1975) 15 Cal.3d 328, 341, fn. 19; *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557; *In re Sumitomo Copper Litig.* (S.D.N.Y. 1999) 74 F.Supp.2d 393, 396-398 (describing the overwhelming weight of federal authority in favor of the percentage fee method); *Mills v. Electric Auto-Lite Co.* (1970) 396 U.S. 375, 391-392 (United States Supreme Court endorsing the common fund approach to class actions.)

The California Practice Guide: Civil Trials and Evidence (The Rutter Group) at § 17.172.3 explains the common fund doctrine as follows:

> Where the lawsuit results in the recovery of a fund or property benefiting others as well as plaintiff (e.g., a class action), the court has inherent equitable power to order plaintiff's attorney fees paid out of the common fund or property [citations]. Such fee spreading assures that all of those benefited by the litigation pay their fair share of obtaining the recovery.

Numerous appellate courts have similarly endorsed the "percentage fee" method for determining reasonable attorney's fees in common benefit cases.[1]

In the *Laffitte* decision, the California Supreme Court held that, "when class action litigation establishes a monetary recovery fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created." *Laffitte*, 1 Cal.5th at 503. The California Supreme Court also noted that the percentage of the fund method "more accurately reflects the results achieved" than the lodestar method, serves as a "better approximation of market conditions in a contingency case," and encourages "counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." *Id*. at 503-504; *see also, Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole"). Thus, Class Counsel's fee request is fair, reasonable, and consistent with the awards in California.

The attorney's fees percentage requested here are in line with other fee awards in California wage and hour cases. For example, in *Smiles v. Walgreens Co.*, Alameda Superior Court Case Number RG17862495, the Court awarded attorney's fees of 35% of the $15,000,000 settlement in a PAGA case, plus costs; in *Silva, et al. v. Ross Dress for Less, Inc.*, Case Number RG19023625, the Court awarded 35% of the Gross Settlement Amount, plus costs, in a PAGA case; in *Albrecht v. Rite Aid Corp.,* San Diego Superior Court Case No. 729129, Judge Haden awarded attorney's fees equal to 35% of the settlement fund, plus costs; and in *Crandall v. U-Haul International,* L.A. Superior Court Case No. BC178775, Judge Czuleger awarded plaintiffs' counsel attorney's fees equal to 40% of the settlement fund. These cases illustrate that California courts recognize that the requested thirty percent (30%) fee is appropriate in a wage and hour common fund case.

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[1] *See, e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204 (court upheld a "contingent percentage" award of attorneys' fees in a representative action as the proper exercise of the court's equitable powers); *Rider v. County of San Diego* (1992) 11 Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly awarded from common benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985) 164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (court upheld fee award equal to one-third of the damages to owners of residential property in an inverse condemnation action.)

C. The Circumstances of This Case Support the Requested Fee Award.

Given the results achieved under the circumstances of this litigation, the requested fee award is reasonable.

From the outset of the case to the present, prosecution of this action has involved significant financial risk for Class Counsel who undertook this matter solely on a contingent basis, with no guarantee of recovery. Class Counsel have placed their own resources at risk to prosecute this action with no guarantee of success. *See*, Von Rock Dec. ¶ 45.

Class Counsel have substantial experience in complex and other class action litigation. *See*, Von Rock Dec. at ¶ 46. Practice in state wage and hour class action litigation requires knowledge and skill of the constantly evolving substantive law as well as the procedural requirements of class action litigation. The issues presented in the case required more than just a general appreciation of statutory wage and hour laws and class action procedure. *Id*. Class Counsel has been involved in and appointed as class counsel in other class actions against large institutions and retailers. *Id*. Thus, the complexity and potential duration of the case weigh in favor of awarding the requested attorney's fees.

The results achieved by the settlement support Class Counsel's request for attorney's fees. Here, 255 participating class members will receive direct payments of an average of $1,066. No class members objected. Whether measured by the actual amounts to be put in class members' pockets, or the class members' resounding embrace of the settlement, this settlement is an outstanding result for the class, which supports the requested fee award.

As California law recognizes, Class Counsel's commitment to this litigation should not be assessed in a vacuum. *See*, *Serrano*, 20 Cal.3d at 49. A relevant factor in determining attorneys' fees is whether the litigation required Class Counsel to forego other employment. *Id*. Additional work was available that Class Counsel had to forgo to devote the time necessary to pursue this litigation. *See*, Von Rock Dec. ¶ 47.

D. The Fee Is Reasonable Under the Lodestar Method Cross-Check.

The California Supreme Court has held that conducting a lodestar cross-check to confirm the reasonableness of a percentage fee award is not required and is at the trial court's discretion. However, if this Court opts to utilize the lodestar method and/or conduct a lodestar cross-check, that methodology also supports Class Counsel's fee request.

Under the lodestar method, a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Laffitte*, 1 Cal.5th at 506. The base amount can then be adjusted by use of a multiplier in light of various factors. *Serrano*, 20 Cal.3d at 48; *Consumer Privacy Cases*, 175 Cal.App.4th at 556 (noting some factors may include the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented); *Chavez*, 162 Cal.App.4th at 61-67 (considering quality of representation, success achieved and rate of acceptance of the settlement benefits as factors supporting a multiplier and noting that multipliers can range from 2 to 4 or even higher).

In assessing the reasonableness of an attorney's hourly rate, courts consider the prevailing market rate in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation. Class Counsel's rates are based on prevailing fees in this geographical area, which have been approved in California and federal courts. *See*, Von Rock Dec. ¶¶ 50-52. Class Counsel are highly regarded members of the bar who are experienced in the area of employment class action and complex litigation. *See*, Von Rock Dec., Ex. 3. Thus, Class Counsel's skill and experience justify the requested rates.

Class Counsel has spent a substantial amount of time time, effort, and resources to the investigation, prosecution, and successful resolution of this action. The hours expended were both reasonable and necessary in light of the complexity of the litigation, the nature of the claims asserted, the risks inherent in class and representative actions, and the extensive work required to achieve a favorable settlement on behalf of the Settlement Class. From the outset of the litigation through final approval, Class Counsel actively prosecuted this matter by conducting a thorough pre-litigation investigation, including extensive factual investigation, legal research, analysis of Plaintiff's individual, class, and representative PAGA claims, evaluation of potential defenses, and assessment of the viability of class certification and representative treatment. Throughout the litigation, Class Counsel engaged in substantial informal discovery and information exchange with Defendant. Counsel obtained, reviewed, organized, and analyzed extensive payroll, timekeeping, and personnel records, as well as other class-wide employment data, to evaluate the merits of Plaintiff's claims, identify

Settlement Class Members, assess Defendant's potential exposure, and calculate damages on a class-wide basis. Class Counsel also worked extensively with a retained damages expert to analyze the data produced by Defendant, develop a comprehensive damages model, evaluate potential recovery under the asserted class and PAGA claims, and assess the fairness and adequacy of settlement proposals throughout the negotiations. This analysis was critical to enabling Plaintiff to engage in informed settlement negotiations and to evaluate the reasonableness of the ultimate Settlement. Class Counsel further devoted significant time preparing for and participating in mediation with an experienced wage-and-hour class action mediator. In advance of mediation, Counsel prepared a detailed mediation brief, analyzed the factual and legal issues affecting liability, damages, class certification, and PAGA exposure, and evaluated the strengths and weaknesses of the parties' respective positions. Following mediation, Class Counsel continued negotiations with Defendant to resolve outstanding issues and ultimately reached a settlement that provides substantial benefits to the Settlement Class while avoiding the considerable expense, uncertainty, and delay associated with continued litigation, class certification proceedings, dispositive motions, trial, and potential appeals. Following the successful mediation, Class Counsel prepared the Settlement Agreement and all related settlement documents, including the Class Notice, settlement administration procedures, and implementation protocols. Considerable efforts were required to get an executed Settlement Agreement. In advance of filing the Motion for Preliminary Approval, Class Counsel had to prepare two full drafts of the Motion for Preliminary Approval and supporting documents, one version with the MOU and one version with the Settlement Agreement because it was not known until the day of filing whether Defendant would provide the requested signatures for the Settlement Agreement (which they did not). Only after the Court issued a tentative ruling was the Settlement Agreement fully executed, which required supplemental briefing in support of preliminary approval. After the Court granted preliminary approval, Class Counsel worked closely with the Settlement Administrator to oversee all aspects of the settlement administration process, ensure compliance with the Court-approved notice plan, respond to inquiries from Settlement Class Members, resolve issues relating to notice and participation, and communicate regularly with Plaintiff, defense counsel, and the Settlement Administrator regarding implementation of the Settlement. Class Counsel also prepared the instant Motion for Final Approval, supporting declarations, and the motion requesting attorneys' fees, litigation costs, and the Class Representative service award. Throughout the course of this litigation, Class Counsel remained actively involved in protecting the interests of the Settlement Class, carefully evaluating the fairness and adequacy of the proposed Settlement, and ensuring that the Settlement provides a meaningful recovery for participating Class Members while accounting for the litigation risks associated with continued prosecution of the action. *See*, Von Rock Dec. ¶ 48. Additional time will also be spent 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. *See*, Von Rock Dec. ¶ 49.

Class Counsel's current lodestar through is $308,915. *See*, Von Rock Dec. ¶¶ 53-55. Thus, 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.

VI. CLASS COUNSEL'S LITIGATION COSTS ARE REASONABLE.

As detailed in the Von Rock Declaration, filed concurrently herewith, in the course of this litigation, Class Counsel has incurred actual out-of-pocket costs in the amount of $16,633.49. *See*, Von Rock Dec. ¶ 58, Ex. 4. In connection with a settlement, "attorneys may recover their reasonable expenses that would typically be billed to paying clients in non-contingency matters." *See, e.g., In re Omnivisition Techs.* (N.D. Cal. 2007) 559 F.Supp.2d 1036, 1048 (approving reimbursement of "photocopying, printing, postage and messenger services, court costs, legal research on Lexis and Westlaw, experts and consultants, and the costs of travel for various attorneys and their staff."); *In re United Energy Corp. Sec. Litig.* (C.D. Cal. May 9, 1989) MDL No. 726, 1989 WL 73211, at *6 (approving reimbursement of filing fees, postage, telephone bills, photocopying, legal research assistance, deposition costs, and witness fees, citing Newberg, Attorney Fee Awards, § 2.19 (1987)). 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, mediations, copying and printing costs, and computerized research. *Id*. The costs incurred by Class Counsel in this matter benefited the class and are of the type routinely billed by attorneys in such litigation and are reasonable.

For the foregoing reasons, Class Counsel's costs request for $16,633.49, which is less than the maximum $17,000 allowed under the Settlement Agreement, is reasonable and should be granted.

VII. SETTLEMENT ADMINISTRATION COSTS

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

Plaintiffs obtained quotes from multiple established administration firms. Atticus provided the most competitive bid. The administration costs include the services of distributing the Postcard Notices of Settlement via U.S. mail, re-mailing any Postcard Notices returned as non-deliverable but with forwarding addresses, and re-mailing the Notice to any new address obtained. Atticus has also maintained a settlement website and toll-free number, and will calculate the settlement payments, calculate all applicable payroll taxes, and prepare and issue all disbursements to Class Members, Service Awards to Plaintiffs, payment to the LWDA, payment to Class Counsel for fees and costs, and payment to itself for fees in administering the settlement. *See,* Atticus Dec., ¶ 15.

VIII. THE INCENTIVE AWARD TO THE CLASS REPRESENATIVE IS REASONABLE.

Named Plaintiff Sarah Rad seeks an incentive award of $5,000. The representative plaintiff is entitled to an incentive award payment for her time and effort in prosecuting this matter, as well as the burdens assumed as a named plaintiff.

Service awards are fairly typical in class action cases. "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit." *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395 (quoting *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 804-806). It is appropriate to provide relatively modest additional service payments to the Class Representatives. *See, Newberg*, § 12.1; *Clark v. American Residential Services* LLC (2009) 175 Cal.App.4th 785, 804 (outlining factors to consider when determining plaintiff incentive awards); *Van Vranken v. Atlantic Richfield Co*. (N.D. Cal. 1995) 901 F.Supp. 294.

Plaintiff's proposed $5,000 incentive award falls within a range deemed applicable by California courts. *See*, Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev. 1303, 1308 (concluding the average award per class representative was $15,992). This request is not "excessive" – indeed, it is nowhere near what the court struck down in *Staton v. Boeing* (9th Cir. 2003) 327 F.3d 938 (finding service payments of more than $30,000 each excessive). Thus, an award of a $5,000 service payment falls in line with other class action settlements of this type.

As a result of the Class Representative's efforts, class members will each receive an average of $1,066 in claim payments, in addition to contributing $35,250 to the ongoing law enforcement efforts of the LWDA.

The Class Representative spent a significant amount of time helping Class Counsel with the prosecution of this action and performing the following tasks: (1) communicating with the attorneys and paralegals on numerous occasions; (2) detailing her experiences and producing copies of relevant documents; (3) assisting in preparing the complaints; (4) reviewing the mediation documents prepared; (5) reviewing the terms of and signing the MOU and Settlement Agreement; and (6) preparing a declaration in support of final approval. *See,* Von Rock Dec. ¶¶ 61-64; Declaration of Sarah Rad in Support of Final Approval ("Rad Dec.") ¶¶ 1-15.

Incentive awards are necessary to ensure that employees, like the Class Representative, continue to bring claims like those brought here to enforce the wage and hour rights established by California law. Individuals like the Plaintiff here, (and most Settlement Class Members) would have little, if any, recourse without the class action device. Moreover, as with any plaintiff who files a civil action, the Class Representative undertook the financial risk that, in the event of a judgment in favor of Defendant in this action, she could have been personally responsible for costs awarded in favor of the Defendant. A Class Representative must be commended for pursuing her claims; modest incentive awards, like that sought here, are an appropriate means of doing so.

Further, the Class Representative has diligently, adequately, and fairly represented Settlement Class Members and has not placed her interests above that of any member of the Settlement Class. *See,* Von Rock Dec. ¶¶ 61-64; Rad Dec. ¶¶ 1-15. In light of the work that the Class Representative performed on behalf of the class, and the Class Members' response to the Settlement, with no objections or requests for exclusion, the requested incentive awards to Ms Rad is reasonable and appropriate.

IX. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court: (1) grant final approval of the Class Action and PAGA Settlement; (2) confirm certification of the Settlement Class for settlement purposes; (3) confirm Sarah Rad as Class Representative and Aiman-Smith & Marcy as Class Counsel; (4) approve $147,000 in attorneys' fees; (5) approve reimbursement of $16,633.49 in litigation expenses; (6) approve the $5,000 Class Representative Service Payment; (7) approve $7,500 in Settlement Administration Expenses; (8) approve the $47,000 PAGA allocation, including payment of $35,250 to the LWDA and $11,750 to Aggrieved Employees; (9) approve the cy près distribution, if any, to Legal Aid at Work authorized by the Settlement; and (10) enter the proposed Final Approval Order and Judgment.

Respectfully submitted,

Dated: August 7, 2026

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION

/s/ Hallie Von Rock

Hallie Von Rock
Attorneys for Plaintiffs

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:

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, AND FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT

as follows:

Dominique N. Thomas, SB# 231464 Lewis Brisbois Bisgaard & Smith LLP 2185 North California Boulevard, Suite 300 Walnut Creek, California 94596 Telephone: 925.357.3456 Dominique.Thomas@lewisbrisbois.com Robert A. Lopez, SB# 315623 Lewis Brisbois Bisgaard & Smith LLP 45 Fremont Street, Suite 3000 San Francisco, California 94105 Telephone: 415.362.2580 Robert.Lopez@lewisbrisbois.com Copy: Izie.Hudson@lewisbrisbois.com	*Attorneys for Defendant SkinSpirit Essential, LLC*

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