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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 ANN LINTON ON NOTICE AND SETTLEMENT ADMINISTRATION

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

I, Ann Linton, declare as follows:

1. I am the Director of Project Management at Atticus Administration, LLC ("Atticus"), a firm providing class action and claims administration services. I have extensive experience with class action notice, claims processing, and settlement administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement in this matter. I am over twenty-one (21) years of age and am authorized to make this declaration on behalf of Atticus and myself.

2. Atticus is the Settlement Administrator for the above-captioned Action and is responsible for carrying out the terms of the *Class Action and PAGA Settlement Agreement and Class Notice* ("Settlement Agreement") pursuant to the Court's *Order Granting Preliminary Approval of Class Action and PAGA Settlement* ("Preliminary Approval Order") entered on April 15, 2026.

3. I submit this declaration to inform the Parties and the Court of the settlement administration activities completed to date. This declaration describes: (i) dissemination of the Class Notice ("Notice"), (ii) the Settlement website and Class Member communications, (iii) exclusion requests, objections received, and challenges to Workweeks and PAGA Pay Periods, and (iv) anticipated Class Member and Aggrieved Employee payments, and (v) administrative expenses.

I. DISSEMINATION OF CLASS NOTICE

4. On June 3, 2026, Defense Counsel provided Atticus with a data file that contained the name, address, email address, telephone number, social security number, employment status and dates, and the number of Workweeks and Pay Periods for 255 individuals employed by Defendant in California and classified as non-exempt employees who worked for Defendant during October 9, 2020 through March 1, 2026 (the "Class Period") and/or during the period of June 6, 2023 through March 1, 2026 ("PAGA Period") ("Aggrieved Employees").

5. The data file was processed through the National Change of Address database maintained by the United States Postal Service ("USPS"). This process returns address updates for anyone who has filed a change of address form with USPS to ensure accurate mail delivery.

6. On June 12, 2026, Atticus sent the Class Notice, in the form of a simple postcard, by U.S. First Class Mail to all 255 Class Members. The postcard Notice summarized who was included,

the Class Members' rights, options, and deadlines to exercise them, and payment calculation details. The postcard also explicitly stated that the postcard was only a summary of the proposed Settlement and that recipients could, and were encouraged to, visit the Settlement website to view the full-length *Notice of Class Action Settlement* ("Notice") and other Settlement information. A true and correct copy of the Notice is attached as **Exhibit A**.

7. 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, 253 Notices, or 99.21% of the postcards, were successfully mailed.

II. SETTLEMENT WEBSITE AND CLASS MEMBER COMMUNICATIONS

8. Atticus purchased the URL www.SkinSpiritEssentialSettlement.com and established the content at that location as the Settlement website for this action. The website was launched on June 12, 2026, and has remained accessible and fully operational since that date. The website includes answers to frequently asked questions, access to the full-length Class Notice and various Settlement documents filed with the Court, a summary of key dates and deadlines, and contact information for Atticus. A true and correct copy of the full-length Notice available for download and/or review on the Settlement website is attached hereto as **Exhibit B.**

9. Atticus obtained the toll-free telephone number 1-800-658-9129 as the information line for this matter. The telephone line was activated on June 12, 2026, the Class Notice mail date. The information line is answered by live customer support representatives during Atticus' normal business hours. Calls received after hours or when a representative is unavailable are provided with the opportunity to leave a voicemail message and receive a return call from the support staff. Three (3) calls and voicemails have been received and/or returned to date.

10. Atticus created an email address for this matter and uses it to correspond regarding the Settlement. The email inbox is monitored by customer support representatives during Atticus' normal business hours. As of August 5, 2026, Atticus has received one (1) email communication relating to

the Settlement.

III. EXCLUSION REQUESTS, OBJECTIONS RECEIVED, AND CHALLENGES TO WORKWEEKS AND PAY PERIODS

11. Class Members who did not want to participate in this Settlement had until July 27, 2026, to opt out or exclude themselves from the proposed Settlement. The requirements for and instructions on how to submit a valid exclusion request were included in the full-length Notice and the frequently asked questions section of the Settlement website. Atticus did not receive any exclusion requests.

12. Class Members who wanted to tell the Court why they disagreed with the Settlement or some part of it had until July 27, 2026, to file an objection. The requirements for and instructions on how to file an objection were included in the full-length Notice and the frequently asked questions section of the Settlement website. Atticus did not receive any objections.

13. Class Members had until July 26, 2026, to challenge the number of Workweeks during the Class Period and Pay Periods worked during the PAGA Period. Atticus did not receive any challenges.

IV. ANTICIPATED CLASS MEMBER AND AGGRIEVED EMPLOYEE PAYMENTS

14. The Class Data provided by Defendant included, for each individual, the number of Workweeks and Pay Periods credited to that individual by Defendant's records. Atticus used those figures to calculate each Class Member's estimated Individual Class Payment and, for each Class Member credited with at least one Pay Period, that person's estimated Individual PAGA Payment. The Class Data initially provided to Atticus reflected a total of 18,117 Workweeks. Atticus advised the parties that the total appeared to exceed the 17,600 Workweek Escalator Clause. As a result, Defendant elected to shorten the Class Period to end March 1, 2026, rather than April 15, 2026. The updated Class Data reflected a total of 17,573 Workweeks and 4,593 Pay Periods, and 158 Aggrieved Employees were credited with at least one (1) PAGA Pay Period. Of the 255 Class Members, 250 were credited with at least one (1) Workweek, and their estimated Individual Class Payments ranged from the lowest payment of $15.17, the highest payment of $4,261.47, and the average payment of $1,066.00. Among the 158 Class Members credited with at least one (1) Pay Period, estimated

Individual PAGA Payments ranged from the lowest payment of $2.56, the highest payment of $150.94, and the average payment of $74.37. The Net Settlement Amount allocated among Class Members as estimated Individual Class Payments was $266,500.00, and the twenty-five percent (25%) share of PAGA Penalties allocated among those Class Members as estimated Individual PAGA Payments was $11,750.00.

V. ADMINISTRATION EXPENSES

15. Atticus has performed the duties and responsibilities of the Administrator as set forth in the Settlement Agreement and Preliminary Approval Order since commencing work on this matter and will complete all remaining obligations required by the Settlement Agreement, Preliminary Approval Order, and any future orders of this Court. Atticus agreed to fulfill the obligations of Administrator in this matter for $7,500.00.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on this 7th day of June, 2026, in St. Paul, Minnesota.

Ann Linton
Director of Project Management
Atticus Administration, LLC

EXHIBIT A

SKINSPIRIT ESSENTIAL SETTLEMENT
C/O ATTICUS ADMINISTRATION
PO BOX 64053
SAINT PAUL, MN 55164

LEGAL NOTICE

ONLY TO BE READ BY THE INTENDED RECIPIENT

A federal court has authorized this Notice.

This is <u>not</u> a solicitation from a lawyer.

«»

«barcode_text»-«SEQ_ID»

Postal Service: Please do not mark barcode

Notice ID: «secondary_id_number»
«first_name» «last_name»
«address1»
«city», «state» «zip»

On April 15, 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 are 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 April 15, 2026.

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.SkinSpiritEssentialSettlement.com.

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 **<<Ind. Payment>>** based upon Defendant's records showing you worked **<<Ind. Workweeks>>** workweeks during the Class Period. To challenge your allocation of Workweeks, you must contact the Administrator by no later than July 27, 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 July 27, 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.SkinSpiritEssentialSettlement.com or call 800-658-9129 or write to SSESettlement@atticusadmin.com.

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 March 1, 2026); 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 April 15, 2026) ("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 July 27, 2026**	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 July 27, 2026**	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 September 9, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 9, 2026. 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 July 27, 2026**	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 July 27, 2026. 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. <u>Need to Promptly Cash Payment Checks.</u> 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. <u>Requests for Exclusion from the Class Settlement (Opt-Outs).</u> 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 <u>July 27, 2026</u>, 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 <u>July 27, 2026</u> 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. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval.</u> 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. <u>Administrator.</u> The Court has appointed a neutral company, <u>Atticus Administration, LLC</u> (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. <u>Participating Class Members' Release.</u> 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** July 27, 2026. 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 July 27, 2026, 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** July 27, 2026. 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 September 9, 2026 at 1:30 pm 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 www.SkinSpiritEssentialSettlement.com 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 Atticus Administration's website at www.SkinSpiritEssentialSettlement.com. 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.
Lisseth Bayona, Esq.
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1000
Oakland, CA 94621
hvr@asmlawyers.com
510.519.1018

Settlement Administrator:
Atticus Administration, LLC
Email Address: SSESettlement@atticusadmin.com
Mailing Address: PO BOX 64053
Saint Paul, MN 55164
Telephone: 800.658.9129

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.

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 ANN LINTON ON NOTICE AND SETTLEMENT ADMINISTRATION

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