

MEMORANDUM OF UNDERSTANDING

1. Class Definition – All non-exempt employees who are or previously were employed by Defendant SkinSpirit Essential LLC (Defendant) and performed work in California during the period of October 9, 2020 through preliminary approval (the “Class Period”).
2. Aggrieved Employees – all individuals who were employed by Defendant in California and classified as non-exempt employees during the period June 6, 2023 through preliminary approval (“PAGA Period”).
3. Class Counsel – Aiman-Smith & Marcy.
4. Plaintiff –Sarah Rad.
5. Defendant – SkinSpirit Essential, LLC
6. Enforceability – The Parties intend this MOU to be fully enforceable, admissible, and binding under California Code of Civil Procedure Section 664 with the signature of Defendant and Plaintiff.
7. Gross Settlement Amount – Defendant shall pay the total sum of \$490,000 (“Gross Settlement Amount”). The Gross Settlement Amount shall include all payments to Class Members and/or Aggrieved Employees, payment to the LWDA for settling the PAGA claims, any class representative service award, attorneys’ fees, attorneys’ expenses, and claims administration expenses. The Gross Settlement Amount shall not revert to Defendant. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.
8. Settlement Allocation – The payments to the Class Members shall be allocated based on

the number of workweeks worked during the Class Period without the need to submit a claim form.

9. Net Settlement Fund Designation/Characterization of Settlement Payments to Class: Shall be treated as 20% wages, 80% penalties (including PAGA penalties) and interest.
10. Service Award – Defendant shall not oppose a service award to Plaintiff in the amount of \$5,000. The award is in addition to the Plaintiff's individual share of the settlement.
11. PAGA Payment – The PAGA payment shall be \$47,000, 75% of the payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees employed during the PAGA Period.
12. Claims Administration Expenses – The Claims Administrator shall be mutually agreed to by the Parties. Claims Administration Expenses shall not exceed the estimate provided by the Claims Administrator to administrate the settlement.
13. Workweek Information – It is estimated that there are 202 Class Members who worked approximately 16,000 workweeks during the Class Period. If the number of workweeks during the Class Period increases by more than 10% of the estimate stated herein (i.e., greater than 17,600 workweeks), Defendant may elect to (a) increase the Gross Settlement Amount proportionally by the workweeks in excess of 17,600, multiplied by the workweek value, or (b) shorten the release period as of the date on which the number of workweeks reaches 17, 600. (i.e., the 10% cushion is exhausted). Defendant shall notify Class Counsel of its election prior to the hearing on Plaintiff's Motion for Preliminary Approval.
14. Attorneys' Fees – Defendant agrees not to oppose an Attorneys' Fees request up to 1/3 of the Gross Settlement Amount.
15. Attorneys' Expenses – Defendant agrees not to oppose Attorneys' Expenses in an amount

as documented in Class Counsel's billing statement.

16. Released Class Claims: Upon entry of final judgment and funding of the Gross Settlement Amount, the Class Members shall release all class claims alleged in the operative complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the operative complaint, through the Class Period. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released Claims do not include any claims that cannot be released as a matter of law. The Released Parties shall include Defendant, as well as Defendant's current, former and future predecessors, successors, affiliate entities officers, shareholders, directors, agents, employees, attorneys, and insurers.

Additionally, Plaintiff will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, and causes of action pursuant to California Civil Code § 1542.

17. Released PAGA Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, the Aggrieved Employees shall release any and all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in the notice letter to the LWDA that occurred during the PAGA Period. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

18. Drafting Settlement Documents – Class Counsel shall provide draft settlement documents for distribution within thirty (30) days of the execution of this Memorandum. Defendant’s Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft settlement documents from Class Counsel. Class Counsel shall draft and file a motion for preliminary approval within sixty (60) days.
19. Payments - Funding of the Gross Settlement Amount shall occur within 30 calendar days after the “Effective Date” to be held in trust in a Qualified Settlement Fund by the Settlement Administrator. The Effective Date is the day the Court files a signed order granting final approval of this settlement unless there is a timely objection lodged that has not later been withdrawn, in which case the effective date will be either (a) the 60th calendar day after a signed order granting final approval of this settlement has been filed provided no appellate proceeding having been filed; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
20. Uncashed Checks – All checks mailed to the Class Members that are not cashed within 180 days of issuance shall be paid to a cy pres recipient to be agreed upon by the parties.
21. Cy Pres - For any Class Member whose individual class payment check or individual PAGA payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b)
22. Disputes – Any dispute between the parties as to the remaining terms of the long form settlement agreement shall be presented to the mediator for resolution.
23. Confidentiality. Other than information necessary to secure Court approval of this

settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiffs nor Plaintiffs’ Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

24. Execution in Counterparts - This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
25. Court Filings - The parties agree not to object to any Court filings consistent with this Agreement. The parties further agree that upon signing the litigation will be stayed for all purposes.
26. Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring

this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

Accepted and agreed to by:

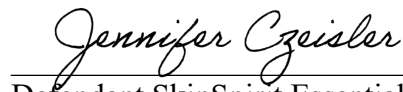
Dated: 12/15/2025


Sarah Rad (Dec 15, 2025 19:30:48 PST)
Plaintiff Sarah Rad

Dated: 12/15/2025


Hallie Von Rock (Dec 15, 2025 17:20:29 PST)
Class Counsel – Aiman-Smith & Marcy

Dated: December 15, 2025


Defendant SkinSpirit Essential, LLC

Dated: December 12, 2025


Counsel for Defendant – Lewis Brisbois