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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO

RAHMEEZ JACKSON and ALONDRA
MANZO ESPINOSA, individuals, on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

GNC HOLDINGS LLC, a California limited
liability company; GNC LIVE WELL LLC, A
Delaware limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No. 24CV000627

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: October 23, 2026
Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept.: 8A

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	OVERVIEW OF THE LITIGATION	1
III.	THE SETTLEMENT BEFORE THE COURT	4
IV.	GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL OF CLASS ACTION SETTLEMENTS	5
V.	THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE	6
	A. Class Counsel Conducted a Thorough Investigation.	6
	B. The Parties Settled at Mediation.	7
	C. Class Counsel is Experienced in Similar Litigation.	7
	D. The Settlement Class Responded Positively to the Settlement.	7
	E. The Risk, Expense, Complexity and Duration of Further Litigation Favor Settlement.	8
	F. The Gross Settlement Amount is Fair and Reasonable.	9
VI.	THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE REASONABLE	10
VII.	CLASS COUNSEL’S REQUEST FOR FEES AND COSTS	11
	A. Common Fund	12
	B. Class Counsels’ Lodestar Supports the Requested Attorneys’ Fees	13

1 C. Class Counsel’s Costs15

2 D. Plaintiffs’ Service Award Is Reasonable and Should be Approved15

3
4 VIII. CONCLUSION16

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28 ///

TABLE OF AUTHORITIES
CASES

1		
2		
3	<i>7-Eleven Owners for Fair Fran. v. Southland Corp.</i>	
4	85 Cal.App.4th 1135, 1150-51 (2000).....	5
5	<i>Austrian & German Bank Holocaust Litigation</i>	
6	80 F. Supp. 2d 164, 175 (S.D.N.Y. 2000).....	7
7	<i>Barcia v. Contain-A-Way, Inc.</i>	
8	2009 U.S. Dist. LEXIS 17118, *9 (S.D. Cal. 2009).....	8
9	<i>Bell v. Farmers Ins. Exch.</i>	
10	115 Cal.App.4th 715, 726 (2004).....	15
11	<i>Boeing Co. v. Van Gemert</i>	
12	444 U.S. 472, 478 (1980).....	12
13	<i>Chavez v. Netflix, Inc.</i>	
14	162 Cal.App.4th 43, 66 (2008).....	11
15	<i>Clark v. American Residential Services, LLC</i>	
16	175 Cal.App.4th 785, 804-805 (2009).....	15
17	<i>Contreras v. United Food Group, LLC</i>	
18	Case No. BC389253 (L.A. County Super. Ct.).....	10
19	<i>Dunk v. Ford Motor Co.</i>	
20	48 Cal.App.4th 1794, 1801, 1810 n.2 (1996).....	5-6, 14
21	<i>Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)</i>	
22	213 F.3d 454, 459 (9 th Cir. 2000)	10
23	<i>Emmons v. Quest Diagnostics Clinical Labs., Inc.</i>	
24	2017 U.S. Dist. LEXIS 27249 (E.D. Cal. 2017).....	13
25	<i>Fukuchi v. Pizza Hut</i>	
26	Case No. BC302589 (LA. County Super. Ct.).....	10
27	<i>Gentry v. Super. Ct.</i>	
28	42 Cal. 4th 443, 455-56 (2007).....	12
	<i>Glass v. UBS Fin. Servs.</i>	
	2007 WL221862	7
	<i>Hanlon v. Chrysler Corp.</i>	
	150 F.3d 1011, 1026 (9th Cir. 1998).....	9
	<i>Harris v. Marhoefer</i>	
	24 F.3d 16, 19 (9th Cir. 1994).....	14
	<i>Hopson v. Hanesbrands Inc.</i>	
	2009 U.S. Dist. LEXIS 33900 at * 19-20 (N.D. Cal. 2009).....	8
	<i>Huens v. Tatum</i>	
	52 Cal. App. 4th 259, 265 (1997).....	5
	<i>In re Bluetooth Headset Products Liab. Litig.</i>	
	654 F.3d 935, 942 (9th Cir. 2011).....	12
	<i>In re Cellphone</i>	
	186 Cal.App.4th 1380.....	15
	<i>In re Sutter Health Uninsured Pricing Cases</i>	
	171 Cal.App.4th 495, 512 (2009).....	11
	<i>In re Warner Communications</i>	
	618 F.Supp. 735, 749-50 (S.D.N.Y 1985).....	12
	<i>Iskanian v. CLS Transportation Los Angeles, LLC</i>	
	59 Cal.4th 348 (2014).....	12

1	<i>Jack v. Hartford Fire Ins. Co.</i>	
2	No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011).....	10
3	<i>Kullar v. Foot Locker Retail, Inc.</i>	
4	168 Cal.App.4th 116, 128 (2008).....	6
5	<i>Laffitte v. Robert Half International, Inc.</i>	
6	(2016) 1 Cal.5th 480, 487-89, 496-97.....	11-13
7	<i>Magadia v. Wal-Mart Associates, Inc.</i>	
8	(9th Cir. 2021) 999 F.3d 668.....	8
9	<i>Malibu Outrigger Bd. of Governors v. Superior Court</i>	
10	103 Cal.App.3d 573, 578-579 (1980).....	5
11	<i>McKenzie v. Fed. Express Corp.</i>	
12	No. CV 10-02420 GAF (PLAx), 2012 WL 12882124, at *5 (C.D. Cal. Jan. 23, 2012).....	10
13	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
14	186 Cal. App. 4th 399, 408 (2010).....	6
15	<i>Officers for Justice v. Civil Service Com'n,</i>	
16	688 F.2d 615, 625 (9th Cir. 1982).....	5
17	<i>Palencia v. 99 Cents Only Stores</i>	
18	No. 34-2010-00079619 (Sacramento County Super. Ct).....	10
19	<i>Rider v. City of San Diego</i>	
20	11 Cal. App. 4th 1410, 1423 n.6 (1992).....	14
21	<i>Rebney v. Wells Fargo Bank</i>	
22	220 Cal.App.3d 1117, 1138 (1990).....	6
23	<i>Ressler v. Federated Department Stores, Inc.</i>	
24	Case No. BC335018, at *1, 9 (L.A. County Super. Ct).....	10
25	<i>Serrano v. Priest</i>	
26	20 Cal. 3d 25, 49 (1977)	14
27	<i>Stovall-Gusman v. W.W. Granger, Inc.</i>	
28	2015 U.S. Dist. LEXIS 78671, at * 12.....	9
29	<i>Taylor v. FedEx Freight, Inc.</i>	
30	2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016)	13
31	<i>Wershba v. Apple Computer</i>	
32	91 Cal. App. 4th 224, 245-46, 255 (2001).....	5, 11

RULES, CODES, AND STATUTES

22	<i>Cal. Bus. & Prof. Code §§ 17200 et seq.</i>	2
23	<i>Cal. Lab. Code § 201-203.</i>	2
24	<i>Cal. Lab. Code § 1194.</i>	2
25	<i>Cal. Lab. Code § 1197.</i>	2
26	<i>Cal. Lab. Code § 1197.1.</i>	2
27	<i>Cal. Lab. Code § 226.</i>	2
28	<i>Cal. Lab. Code § 226.7.</i>	2
29	<i>Cal. Lab. Code § 510 et seq.</i>	2
30	<i>Cal. Lab. Code § 512.</i>	2
31	<i>Cal. Lab. Code § 2802.</i>	2

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1 **I. INTRODUCTION**

2 Plaintiffs RAHMEEZ JACKSON and ALONDRA MANZO ESPINOSA (hereinafter
3 “Plaintiffs”) seek final approval of the Stipulation of Settlement of Class and PAGA Action Claims and
4 Release of Claims (“Agreement”)¹, which if approved, would provide valuable monetary relief for 2,757
5 Settlement Class Members employed by Defendants GNC HOLDINGS LLC and GNC LIVE WELL
6 LLC (hereinafter “Defendants”) during the period from October 30, 2020 through June 24, 2025 (“Class
7 Period”). Plaintiffs and Class Counsel also seek approval of Attorneys’ Fees and Attorneys’ Expenses
8 in an amount of \$630,355.40, comprised of \$600,000 (one third of the Gross Settlement Amount) in
9 attorneys’ fees, and \$30,355.40 for reimbursement of actually incurred litigation expenses.²

10 An objective evaluation of the proposed settlement of \$1,800,000.00 (“Gross Settlement
11 Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
12 The Settlement is a product of informed, adversarial, and non-collusive negotiations between
13 experienced counsel, guided by the wisdom and experience of Tripper Ortman, Esq., an experienced
14 mediator of wage and hour class and PAGA actions. Declaration of Shani O. Zakay (“SOZ Dec.”), ¶
15 10. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of
16 approximately \$1,022,750.00, an average Individual Settlement Payment of \$370.96, high payment of
17 \$2,034.52, and a low payment of \$8.27. Aggrieved Employees will receive an estimated average gross
18 payment of \$14.47, a high payment of \$46.32, and a low payment of \$0.71. Declaration of Elizabeth
19 Botero Bravo (“Apex Dec.”), ¶¶ 17-20.

20 The relief offered by the Settlement is immediate and is particularly impressive when viewed
21 against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). As
22 discussed below, the proposed Settlement satisfies all criteria for final settlement approval under
23 California law and falls well within the range of reasonableness.

24 **II. OVERVIEW OF THE LITIGATION**

25 Defendants operate a chain of health and fitness retail stores in California, including in
26

27 ¹ The Agreement is attached as Ex “1” to the Declaration of Shani O. Zakay (“SOZ Dec.”) at ¶ 3. All citations to the
28 Agreement incorporate by this reference a citation to the SOZ Dec., ¶ 3. Further, unless indicated otherwise, capitalized terms
used herein have the same meaning as those defined by the Agreement.

² Currently Class Counsel incurred \$30,055.40 in litigation expenses and anticipates an additional \$300 in costs to file this
motion and to file a subsequent compliance declaration once the funds have been disbursed.

1 Sacramento County. SOZ Dec., ¶ 11. Plaintiff Jackson worked for Defendants as a non-exempt
2 employee in California from July 2022 to April 2023. Declaration of Rahmeez Jackson (“Jackson
3 Dec.”) at ¶ 3. Plaintiff Espinosa worked for Defendants as a non-exempt employee in California
4 beginning approximately June 2023. Declaration of Alondra Espinosa (“Espinosa Dec.”) at ¶ 3. At all
5 times during their employment, Plaintiffs were paid an hourly wage and were entitled to legally
6 compliant meal and rest periods. Throughout their employment, Plaintiffs were subject to Defendants’
7 written policies and procedures contained in, among other documents, Defendants’ Employee
8 Handbook. Jackson Dec. ¶ 3; Espinosa Dec. at ¶ 3.

9 Generally, Plaintiffs claim that Defendants failed to provide compliant meal and rest periods,
10 failed to pay for all time worked, failed to reimburse for mandatory business expenses, failed to furnish
11 accurate itemized wage statements, failed to pay all wages when due, and failed to pay reporting time.
12 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the
13 Action, dispute any wages, damages and penalties claimed by Plaintiffs, alleged in the Operative
14 Complaint, and/or alleged in Plaintiffs’ PAGA notices to the LWDA are owed, and further contend
15 that, for any purpose other than settlement, the Action is not appropriate for class or representative
16 action treatment. Defendants contend, among other things, that at all times they complied with the
17 California Labor Code and the Industrial Welfare Commission Wage Orders. SOZ Dec., ¶ 12.

18 On January 12, 2024, Plaintiff Jackson filed a Notice of Violations with the LWDA and served
19 the same on Defendants. SOZ Dec. at ¶ 13. On January 16, 2024, Plaintiff Jackson filed a Class Action
20 complaint in the Sacramento Superior Court, Case No. 24CV000627 (the “*Jackson Action*”), alleging
21 claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 et seq; (2) Failure to
22 Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay
23 Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure to Provide Required Meal
24 Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure
25 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable
26 IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab.
27 Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
28 and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203. SOZ

Dec. at ¶ 14. On March 25, 2024, Plaintiff Jackson filed a separate representative action in Sacramento Superior Court, Case No. 24CV005741 ("*Jackson* PAGA Action"), for a single cause of action for Violations of the Private Attorneys General Act ("PAGA") (Labor Code sections 2698 et. seq.). On June 27, 2024, the Parties stipulated to the filing of a First Amended Complaint in the *Jackson* Action to add a ninth cause of action for Violations of the Private Attorneys General Act (Labor Code sections 2698 et. seq.). On July 10, 2024, Plaintiff Jackson then filed a dismissal of the *Jackson* PAGA Action, Case No. 24CV005741, which was then entered by the Court. SOZ Dec. at ¶ 15.

On September 17, 2024, Plaintiff Espinosa filed a Class Action complaint in the Los Angeles Superior Court, Case No. 24STCV24172 (the "*Espinosa* Action"), alleging claims for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Reporting Time Wages; (6) Failure to Provide and Maintain Complete and Accurate Wage Statements; (7) Failure to Reimburse Necessary Business Expenses; and (8) Violation of California Business & Professions Code §§ 17200, et seq. On the same day, Plaintiff Espinosa filed a Notice of Violations with the LWDA and served the same on Defendants. On October 23, 2024, Defendants removed the Espinosa Action to the United States District Court, Central District of California, Case No. 2:24-CV-09138. SOZ Dec. at ¶ 16.

On March 26, 2025, the Parties participated in mediation presided by Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. Following the mediation, the Parties accepted a Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding. SOZ Dec., ¶ 17. On August 20, 2025, for purposes of effectuating the settlement, Plaintiffs filed the operative Second Amended Complaint in the *Jackson* Action which consolidated the claims of both Plaintiffs and added a tenth cause of action for Failure to Pay Reporting Time Wages. SOZ Dec. at ¶ 18.

On May 19, 2026, this Court granted preliminary approval of the Settlement. SOZ Dec., ¶ 4. On July 14, 2026, the Settlement Administrator mailed Notice Packets to all 2,758 Class Members. Apex Dec., ¶ 8. The mailing of the Notice Packets triggered a forty-five (45) day Response Deadline for the Settlement Class to submit requests for exclusion or objections to the Settlement. Agreement at § I(HH). In response, approximately 99.9% of the Class Members are participating in the Settlement.

Apex Dec., ¶¶ 11-15.

III. THE SETTLEMENT BEFORE THE COURT

The Court preliminarily approved a Gross Settlement Amount of \$1,800,000.00. Defendants will fund the Gross Settlement Amount in two equal installments of \$900,000.00 each: the first within fourteen (14) court days of the Effective Date, but no earlier than January 6, 2026, and the second will be made 180 days after the first payment if the first payment is made after January 6, 2026 (though the second installment will be paid no earlier than June 8, 2026). Agreement at §§ I(O); III(A)(3). The Gross Settlement Amount is all-in with no reversion to Defendants, and Defendants must separately pay for their share of the employer payroll taxes. Agreement at §§ I(O), III(A)(1), III(A)(4). The Net Settlement Amount shall be used for the payment of all Individual Settlement Payments to satisfy all Released Class Claims. The Settlement Administrator will calculate Individual Settlement Payments by adding up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. Agreement at § III(N)(1).

In exchange for this valuable consideration, as of the Funding Date, Plaintiffs and the Settlement Class Members will release the Released Parties from the Released Class Claims for the Class Period. Agreement at § III(B). Apex Class Action LLC was appointed as the Settlement Administrator for the class. Agreement at § I(LL). The Settlement Administration Costs are currently estimated not to exceed \$19,750.00 and will be paid from the Gross Settlement Amount. Agreement at § I(KK); III(N)(12); Apex Dec. at ¶ 21. Subject to Court approval, Class Counsel shall seek Attorneys' Fees and Expenses in the amount of \$630,355.40, comprised of \$600,000 (one-third of the Gross Settlement Amount) in attorneys' fees, and \$30,355.40 for actually incurred litigation expenses. Agreement at § III(N)(10).

Subject to Court approval, the Agreement provides for Service Awards totaling \$22,500.00, consisting of up to \$12,500.00 for Plaintiff Jackson and up to \$10,000.00 for Plaintiff Espinosa, in addition to their Individual Settlement Payments and individual Aggrieved Employee Payments, in recognition of their efforts and risks in assisting with the prosecution of the Action. Agreement at §§

1 I(II), III(N)(9).

2 As set forth in the Agreement, \$100,000.00 of the Gross Settlement Amount has been allocated
3 for civil penalties under the PAGA (“PAGA Payment”). Seventy-five percent (75%) of the PAGA
4 Payment, or \$75,000.00, will be paid to the California Labor and Workforce Development Agency
5 (“LWDA Payment”), and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed
6 to Aggrieved Employees as the Aggrieved Employee Payment. Agreement at §§ I(D), I(R), I(Z),
7 III(N)(11).

8 As explained in further detail below, the Settlement is fair, adequate, and reasonable to the Class
9 and should be granted final approval. Given the complexities of this case, the defenses asserted, the
10 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
11 settlement is fair, reasonable, and adequate, and should be granted final approval. SOZ Dec., ¶ 21.

12 **IV. GENERAL STANDARDS APPLICABLE TO JUDICIAL REVIEW AND APPROVAL**
13 **OF CLASS ACTION SETTLEMENTS**

14 Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App. 4th 259,
15 265 (1997). In evaluating settlements, the courts have long recognized that compromise is particularly
16 appropriate since such litigation is difficult and notoriously uncertain. *7-Eleven Owners for Fair Fran.*
17 *v. Southland Corp.*, 85 Cal.App.4th 1135, 1151 (2000).

18 “[T]o prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
19 action requires court approval.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) *citing*
20 *Malibu Outrigger Bd. Of Governors v. Superior Court*, 103 Cal. App. 3d 573, 578-579 (1980). The
21 court must decide whether the proposed settlement falls within the range of reasonable settlements,
22 considering that settlements are compromises between the parties reflecting subjective, unquantifiable
23 judgments concerning the risks and possible outcomes of litigation. See also *Wershba v. Apple*
24 *Computer*, 91 Cal.App.4th 224, 246 (2001). In *Wershba*, appellants argued that the settlement was too
25 low given the “clear” liability, however, the Court rejected this argument and held that “the merits of
26 the underlying class claims are not a basis for upsetting the settlement of a class action.” *Wershba*,
27 *supra*, at 246; *see also 7-Eleven, supra*, at 1150. In these cases, courts have repeatedly emphasized that
28 there is a strong initial presumption that the compromise is fair and reasonable. *Wershba*, 91

Cal.App.4th at 245. The presumption of fairness exists where: (1) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (2) the settlement is reached through arm's-length bargaining; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Dunk*, 48 Cal. App. 4th at 1801, citing Newberg & Conte, *Newberg on Class Actions*, (3d ed. 1992) §11.41, pp. 11-91. Here, all of these factors support a presumption of fairness.

V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE

The court must determine whether the settlement is fair, adequate, and reasonable. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Officers for Justice v. Civil Service Com'n*, 688 F.2d 615, 625 (9th Cir. 1982). The purpose of the requirement is "the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." *Dunk, supra*, at 1801. The trial court has broad discretion to determine whether the settlement is fair. *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1138 (1990). "The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include '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.' [Citations.]" *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008); *see also Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 408 (2010).

The list of factors is not exhaustive and should be tailored to each case. *Dunk, supra*, at 1801. Due regard should be given to what is otherwise a private consensual agreement between the parties. *Id.* The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Id.* "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.' [Citation omitted.]" *Id.* These factors are analyzed seriatim below and all support final approval of the class action settlement before this Court.

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1 **A. Class Counsel Conducted a Thorough Investigation.**

2 As detailed in the motion for preliminary approval, Class Counsel thoroughly investigated the
3 proposed Class Members' claims, applicable law, and potential defenses. Specifically, Class Counsel
4 assessed the value of the class claims using data and documents provided by Defendants through
5 informal discovery. Defendants produced 49.1% of the payroll data, equaling data for 1,317 Class
6 Members and pages of relevant documents including the Time of Hire Pamphlet and GNC Live Well's
7 employment handbook detailing Defendants' policies and procedures, including meal and rest break
8 and sick pay policies, as well as descriptions of various job titles, and Plaintiff Jackson's paystub
9 details. In all, Class Counsel analyzed over 9,500,000 unique cells of data and 273 pages of documents.
10 Class Counsel retained BCG to analyze Defendants' time and payroll data to formulate damage models
11 estimating Defendants' liability exposure. Class Counsel's investigation, research, experience, and
12 damage model informed and guided the mediated negotiations that resulted in this settlement. SOZ
13 Dec., ¶ 22.

14 **B. The Parties Settled After Mediation.**

15 The Settlement is the product of a mediation session with a respected mediator and the Parties'
16 acceptance of a mediator's proposal. The negotiations were adversarial, conducted at arms-length and
17 tempered by the efforts of both sides to serve the interests of their clients. SOZ Dec., ¶ 23.

18 **C. Class Counsel is Experienced in Similar Litigation.**

19 Class Counsel in this matter has extensive class action experience in multiple fields and has
20 represented tens-of-thousands of persons in class actions. Class Counsel's experience is summarized
21 in their concurrently filed declarations. Class Counsel has concluded the settlement is fair, adequate,
22 and reasonable and in the best interests of the Class. SOZ Dec., ¶¶ 8, 24-25; Declaration of Jean-Claude
23 Lapuyade ("JCL Dec.") ¶¶ 14-19; Declaration of Elliot J. Siegel, Esq., ¶¶ 3-9, the Declaration of Navid
24 Barahmand, Esq., ¶¶ 3-8.

25 **D. The Settlement Class Responded Positively to the Settlement.**

26 The reaction of the Settlement Class unequivocally supports approval of the Settlement. Just
27 one of the 2,758 members of the Class opted-out of the Settlement. Moreover, there are zero objections.
28 Stated differently, approximately **99.9%** of the Settlement Class chose to participate in the Settlement.

Apex Dec., ¶¶ 11-15.

The high approval by the Settlement Class strongly supports a finding that the Settlement is fair, reasonable, and adequate. *See In re Austrian & German Bank Holocaust Litigation*, 80 F. Supp. 2d 164, 175 (S.D.N.Y. 2000). Consequently, Class Counsel respectfully requests the Court to follow the high approval of the Settlement Class and grant final approval of the Settlement.

E. The Risk, Expense, Complexity and Duration of Further Litigation Favor Settlement.

Although Plaintiffs and Class Counsel believe that this case has merit, they recognized the potential risks both sides would face if litigation of this action continued. SOZ Dec., ¶ 26. As the federal court in *Glass v. UBS Fin. Servs.*, 2007 WL221862 held, where the parties faced uncertainties similar to those in this litigation:

“In light of the above-referenced uncertainty in the law, the risk, expense, complexity, and likely duration of further litigation likewise favors the settlement. Regardless of how this Court might have ruled on the merits of the legal issues, the losing party likely would have appealed, and the parties would have faced the expense and uncertainty of litigating an appeal. The expense and possible duration of the litigation should be considered in evaluating the reasonableness of [a] settlement.”

With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded a \$110 million judgment against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgment in favor of the employer. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement. SOZ Dec., ¶ 27. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendants have factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs’ claims and, in fact, already has. SOZ Dec., ¶ 28.

In a similar wage and hour case, the federal district court in *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900 at * 19-20 (N.D. Cal. 2009), granted approval of an overtime class action settlement and explained:

Plaintiffs may have a strong case, but the risks inherent in continued

1 **litigation are great.** Defendants strongly deny liability for Plaintiffs'
2 principal claim that full-time Service Associates were misclassified as
3 exempt. In addition to the uncertainties raised by Defendants at the
4 preliminary stage regarding Plaintiffs' chance of success in this case,
5 Defendants note that the question of an employer's duty to provide rest and
6 meal periods is an open one, signaling even less certainty for
7 Plaintiffs...[T]he **Total Settlement amount and the Class Members'**
8 **expected net recovery, after fees and other costs are deducted, appear**
9 **to be a reasonable compromise, in light of the risks of litigation.**

10 As recognized in a federal decision approving settlement of an overtime wage class action:

11 **The potential complexity and possible duration of trial also weigh in**
12 **favor of granting final approval.** Plaintiffs acknowledge the difficulties
13 of proving damages, recognize the uncertainty of outcome, and believe
14 defendant would appeal in the event of adverse judgment. A post-judgment
15 appeal would require many years to resolve and delay payment to class
16 members. Plaintiffs believe the benefits of a guaranteed recovery today
17 outweigh an uncertain future result. Accordingly, plaintiffs argue, and the
18 Court agrees, the actual recovery confers substantial benefits on the class
19 that outweigh the potential recovery through full adjudication.

20 *Barcia v. Contain-A-Way, Inc.*, 2009 U.S. Dist. LEXIS 17118, *9 (S.D. Cal. 2009).

21 In sum, class certification in this action would have been hotly disputed and was by no means a
22 foregone conclusion. Where both sides face significant uncertainty, as here, the attendant risks favor
23 settlement. *Hanlon v. Chrysler Corp.*, 150 F. 3d 1011, 1026 (9th Cir. 1998).

24 Plaintiffs and Class Counsel recognize the expense and length of a trial against Defendants
25 through possible appeals which could take another three years. In arriving at their informed belief that
26 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
27 inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the
28 inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.
Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and
recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
Plaintiffs and Class Counsel believe that the Settlement confers substantial monetary and non-monetary
benefits upon the Class. Based upon their evaluation, Plaintiffs and Class Counsel have determined
that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and
adequate, and should be granted final approval. SOZ Dec., ¶ 29.

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1 **F. The Gross Settlement Amount is Fair and Reasonable.**

2 The Gross Settlement Amount of \$1,800,000.00 in this case is fair and well within the range of
3 recognized reasonableness. As detailed at the time of preliminary approval, the Gross Settlement
4 Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the
5 various potential impediments to recovery. Class Counsel developed varied economic damages models
6 measuring Defendants' liability exposure while accounting for the uncertainties of continued litigation.
7 The various models were informed by Class Counsel's investigation, including the analysis of a
8 significant sample of time and payroll data. As detailed in greater depth during the preliminary approval
9 process, Class Counsel projected a range of Defendants' liability exposure for the claims asserted on
10 behalf of the Class. The Gross Settlement Amount represents approximately 28.9% of Defendants'
11 class-wide liability exposure as estimated by Class Counsel at the time of mediation. SOZ Dec., ¶ 30.

12 In *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at * 12, the District
13 Court for the Northern District of California granted final approval in a wage and hour misclassification
14 action and found that the total settlement representing 10% of the estimated trial award was within the
15 "range of reasonableness." In *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454,
16 459 (9th Cir. 2000), the Ninth Circuit approved a settlement representing "roughly one-sixth of the
17 potential recovery." Given the amount of the settlement here as compared to the potential value of the
18 claims, particularly the strength of Plaintiffs' action, the settlement is clearly fair and reasonable.

19 The settlement provides significant relief to the Settlement Class Members. The average
20 settlement payment is approximately \$370.96, the highest is approximately \$2,034.52, and the lowest
21 is approximately \$8.27. Apex Dec., ¶ 18. This average net recovery is greater than many wage and
22 hour class action settlements approved by California state and federal courts. *See, e.g., Palencia v. 99*
23 *Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct) (average net recovery of
24 approximately \$80); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net
25 recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A.
26 County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department*
27 *Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately
28 \$90). Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement.

Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is entitled to final approval. SOZ Dec., ¶ 33.

VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE REASONABLE

Courts routinely approve of amounts for PAGA penalties in the range of zero to two percent of the settlement. *See id.* at *1, 9 (approving a PAGA payment of 0.3%); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving a PAGA payment of 0.25%); *McKenzie v. Fed. Express Corp.*, No. CV 10-02420 GAF (PLAx), 2012 WL 12882124, at *5 (C.D. Cal. Jan. 23, 2012) (acknowledging that courts approve PAGA claim settlements in the range of zero to two percent of the total settlement).

Here, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the amount of \$100,000.00 which is 5.5% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA allocations. Seventy-Five percent (75%) of the PAGA Payment (\$75,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment (\$25,000.00) to be distributed to the Aggrieved Employees, which is within the range of PAGA Payment approved by courts and should be approved. SOZ Dec., ¶ 31.

Further, on January 16, 2026, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On September 29, 2026, Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement. SOZ Dec., ¶ 7. By not registering an objection with either Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

VII. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS

As part of the settlement, the Parties agreed that Class Counsel may seek attorneys' fees and expenses is an amount of up to \$635,000.00, comprised of \$600,000.00 (one-third of the Gross Settlement Amount) for attorneys' fees, and up to \$35,000.00 for reimbursement of actually incurred litigation expenses. These attorneys' fees are fair compensation and, respectfully, should be approved. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. Further, the attorneys' fees of one-third of the Gross Settlement Amount are within the

historically recognized range of attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a multiplier of 2.3. That well within the recognized multiplier range of between 2 and 4³. Thus, the reasonableness of the requested attorneys' fees is confirmed by reference to the lodestar with a reasonable multiplier with significant additional work still to be performed. SOZ Dec., ¶ 38.

A. Common Fund

Courts have long recognized that when class counsel's efforts result in the creation of a common fund that benefits plaintiffs and unnamed class members, class counsel have an equitable right to be compensated from that fund. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("recogniz[ing] consistently that a litigant or a lawyer who recovers a common fund...is entitled to a reasonable attorney's fee from the fund as a whole"); *Laffitte*, 1 Cal. 5th at 488-89 (common fund doctrine "long recognized" under California law). The common fund doctrine rests on the understanding that attorneys should normally be paid by their clients and that, unless attorneys' fees are paid out of the common fund, those who benefit from the fund will be "unjustly enriched." *Boeing*, 444 U.S. at 478. As noted above, in *Laffitte*, the California Supreme Court upheld the trial court's award of 33.33% of the settlement amount of \$19 million dollars with a 2.13 multiplier and affirmed that "empirical studies show the percentage method with a lodestar cross-check is the most prevalent form of fee method in practice." *Laffitte*, 1 Cal. 5th at 496-97. In fact, courts have historically awarded between 25% and 50% of the common fund as attorneys' fees in class action settlements. *In re Warner Communications*, 618 F.Supp. 735, 749-50 (S.D.N.Y. 1985).

Here, the fairest way to calculate a reasonable fee when contingency-fee litigation has produced a fixed settlement amount for the Settlement Class Members is by awarding Settlement Class Counsel a percentage of the total settlement sum. *See, e.g., In re Bluetooth Headset Products Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). More importantly, a fee award under the common fund method here would achieve the two underlying goals of the common fund doctrine by: (1) equitably requiring the

³ See *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4).

1 beneficiaries of the common fund to pay their pro rata share of fees incurred in creating the fund; and
2 (2) providing an incentive to attract competent counsel to handle wage and hour class actions, which
3 California courts recognize as a fundamental tool to ensure the effective enforcement of the Labor Code
4 and minimum labor standards. *See, e.g., Gentry v. Super. Ct.*, 42 Cal. 4th 443, 455-56 (2007) (overruled
5 on other grounds by *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014)
6 (emphasizing the indispensable value of private enforcement of California’s wage-and-hour laws
7 through class actions)).

8 The Agreement provides for payment of Class Counsel’s attorneys’ fees from the common fund.
9 Accordingly, it is well within the Court’s discretion to award fees to Class Counsel under the common
10 fund doctrine. Class Counsel requests attorneys’ fees in the amount of \$600,000.00 representing one-
11 third of the Gross Settlement Amount. Class Counsel’s request is consistent with many fee awards in
12 similar wage and hour class actions. Moreover, the requested attorneys’ fee award is in the middle of
13 historically recognized range of attorneys’ fees awarded in common fund settlements. SOZ Dec., ¶ 41.

14 The negotiated attorneys’ fees should be awarded based upon the Gross Settlement Amount in
15 accordance with *Laffitte*, i.e., the percentage of the fund with a lodestar cross check. As further
16 explained below, the reasonableness of the requested \$600,000.00 attorneys’ fee award is further
17 supported by the lodestar cross-check.

18 **B. Class Counsels’ Lodestar Supports the Requested Attorneys’ Fees**

19 Class Counsel’s lodestar to date is \$256,212.50 *exclusive of costs*, with significant work
20 remaining. SOZ Dec., ¶¶ 36-37. Thus, Class Counsel’s fee request is equal to Class Counsel’s lodestar
21 with a 2.3 multiplier, which is well within the recognized multiplier range between 2 and 4. *See Taylor*
22 *v. FedEx Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (following *Laffitte*, approved
23 30% fee award with cross-check lodestar multiplier of 2.26); *Emmons v. Quest Diagnostics Clinical*
24 *Labs., Inc.*, 2017 U.S. Dist. LEXIS 27249 (E.D. Cal. 2017) (following *Laffitte*, approved 33% fee award
25 with cross-check lodestar multiplier of 1.7).

26 Because the Settlement in this case is a pure common fund case, and the percentage of the fund
27 is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based
28 upon the percentage of the common fund. Moreover, Class Counsel’s lodestar supports the requested

attorneys' fees with a multiplier well within the recognized range of reasonableness.

Although no rigid formula applies, an analysis of each of the following "basic factors" that California courts typically consider further supports the reasonableness of a fee request: **(1)** the result class counsel obtained; **(2)** the time and labor required of the attorneys; **(3)** the contingent nature of the case and the delay in payment to class counsel; **(4)** the extent to which the nature of the litigation precluded other employment by class counsel; **(5)** the experience, reputation, and ability of the attorneys who performed the services, the skill they displayed in the litigation, and the novelty, complexity and difficulty of the case; and **(6)** the informed consent of the clients to the fee agreement. *Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th at 1810 n.2. Those factors support Class Counsel's request and are addressed in more detail in Counsel's declarations submitted concurrently herewith. In short: **(1)** Considering the issues presented in the case, the Gross Settlement Amount of \$1,800,000.00 is an excellent result for the Settlement Class; **(2)** Collectively, Class Counsel worked hard on this case and, expended approximately 368.9 hours in the prosecution of this litigation in the 2.5 years since it was filed for a total lodestar of \$256,212.50; **(3)** Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant risk that the litigation would yield no recovery after many years of work; **(4)** Class Counsel negotiated a one-third contingency fee arrangement. One-third is a reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent results achieved by this Settlement bear their pro rata share of the attorneys' fees award to Class Counsel; **(5)** Class Counsel possesses significant experience litigating complex wage and hour class actions and the way this Settlement was achieved is demonstrative of the highly efficient way this litigation was managed and resolved (*See* Class Counsel's declarations for a detailed outline of their skills and experience); and **(6)** Class Counsel's hourly rates, which are set forth in the concurrently filed declarations of Jean-Claude Lapuyade, Esq., Shani Zakay, Esq., Elliot Siegel, Esq., and Navid Barahmand, Esq. are well within the range of rates billed by comparable attorneys in this market and reasonably compare with rates approved by other trial courts in wage and hour class action litigation.

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1 **C. Class Counsel's Costs**

2 Common fund fee and expense awards include counsel's incurred expenses because those who
3 benefit from their effort should share in the cost. *See Rider v. City of San Diego*, 11 Cal. App. 4th 1410,
4 1423 n.6 (1992). The appropriate analysis in deciding if costs are compensable is whether the costs are
5 of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v. Marhoefer*,
6 24 F.3d 16, 19 (9th Cir. 1994).

7 As of the date of this filing, Class Counsel has incurred a total of \$30,355.40 litigating this action
8 plus an anticipated \$250 in additional costs to file this motion. SOZ Dec., ¶ 42; JCL Dec. 2; Siegel
9 Dec., ¶ 20. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged
10 to paying clients including the following: filing fees; mediation fees; and expert costs, which were all
11 incurred during, and were necessary for the successful prosecution of, the litigation and, therefore,
12 should be reimbursed. SOZ Dec., ¶ 44.

13 **D. Plaintiffs' Service Awards Are Reasonable and Should be Approved**

14 Courts routinely approve service awards to compensate named plaintiffs for the services they
15 provide and the risks they incur during the class litigation. *Bell v. Farmers Ins. Exch.*, 115 Cal.App.4th
16 715, 726 (2004). The factors courts use in determining the amount of service awards include: (1) a
17 comparison between the service awards and the range of monetary recovery available to the class; (2)
18 time and effort put into the litigation; (3) whether the litigation will further the public policy underlying
19 the statutory scheme; and (4) risks of retaliation. *Clark v. American Residential Services, LLC*, 175
20 Cal.App.4th 785, 804-805 (2009).

21 Regarding the amount of the requested awards, courts frequently approve awards of \$10,000.00
22 or more. *See In re Cellphone*, 186 Cal.App.4th 1380. The amounts of the requested Service Awards of
23 \$12,500.00 to Plaintiff Jackson and \$10,000.00 to Plaintiff Espinosa are reasonable by reference to the
24 amounts that California courts (both federal and state) have repeatedly awarded in similar class action
25 settlements. Further, the near unanimous consent by the Class Members favors the Court's approval of
26 the requested Service Awards. Equally important, the time, effort, and services provided to the
27 Settlement Class justifies the requested Service Awards. The Class Representatives performed their
28 duties to the Settlement Class admirably. Plaintiffs' work is summarized in their declarations filed

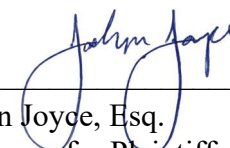
1 concurrently herewith. Plaintiffs assumed the serious risk of liability for Defendants' costs and
2 potentially fees if the case was unsuccessful. Nevertheless, Plaintiffs knowingly and voluntarily
3 undertook the risk to vindicate the rights of the Settlement Class. Jackson Dec. ¶¶ 1-17; Espinosa Dec.
4 ¶¶ 1-17.

5 **VIII. CONCLUSION**

6 Plaintiffs respectfully submit that the proposed settlement satisfies the standard of fairness
7 established in California law and should therefore be finally approved as fair, reasonable, and adequate
8 and request entry of the Final Approval Order and Judgment submitted herewith. Further, based on the
9 foregoing, Class Counsel respectfully requests approval of the Class Counsel Award payment in the
10 amount of \$630,355.40, comprised of (1) \$600,000.00 as compensation for attorneys' fees (one-third of
11 the Gross Settlement Amount of \$1,800,000.00) and (2) litigation expenses of \$30,355.40 as supported
12 by Class Counsel's billing records. Class Counsel and the Class Representatives also respectfully request
13 approval of the requested Service Awards in the amount of \$12,500.00 to Plaintiff Jackson and
14 \$10,000.00 to Plaintiff Espinosa

15
16 Dated: September 29, 2026

ZAKAY LAW GROUP, APLC

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18 By: 
19 Jaclyn Joyce, Esq.
20 Attorneys for Plaintiffs
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