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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

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD
AND SERVICE AWARDS**

Date: October 23, 2026

Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept.: 8A

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1 Plaintiffs’ unopposed Motion for Order Granting Final Approval of Class and PAGA Action
2 Settlement, Approval of Class Counsel Award and Service Awards, and Entering Judgment pursuant to
3 California Rule of Court 3.769 came on for hearing on October 23, 2026, at 9:00 a.m., in front of the
4 Hon. Jill H. Talley with the attorneys from the Zakay Law Group, APLC, JCL Law Firm, APC, King &
5 Siegel LLP, and Barahmand Law Group, as counsel for Plaintiffs RAHMEEZ JACKSON and
6 ALONDRA MANZO ESPINOSA (hereinafter “Plaintiffs”), and counsel from Littler Mendelson, P.C.,
7 appearing for Defendants GNC HOLDINGS LLC and GNC LIVE WELL LLC (hereinafter
8 “Defendants”).

9 The Court, having received and carefully considered the Stipulation of Settlement of Class and
10 PAGA Action Claims and Release of Claims filed with the Declaration of Shani O. Zakay
11 (“Agreement”), the supporting papers filed by the Parties, the evidence and argument received by the
12 Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action Settlement
13 heard on May 15, 2026, the instant Motion for Order Granting Final Approval of Class and PAGA
14 Action Settlement, Approval of Class Counsel Award and Service Awards, and Entering Judgment
15 pursuant to California Rule of Court 3.769, the Court grants final approval of the Settlement and
16 HEREBY ORDERS, ADJUDICATES and DECREES THE FOLLOWING:

17 1. All capitalized terms used herein shall have the same meaning as defined in the
18 Agreement.

19 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
20 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
21 the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to
22 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
23 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
24 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
25 by each of these procedures.

26 3. Following the conclusion of the response deadline, the Settlement Administrator reports
27 that it received *zero written objections* to the Settlement and *one written request for exclusion* from the
28 Settlement.

1 4. The Court finds and determines that the notice procedure afforded adequate protections to
2 the Class and provides the basis for the Court to make an informed decision regarding approval of the
3 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
4 in this case was the best notice practicable, which satisfied the requirements of law and due process.

5 5. With respect to the Class and for purposes of approving this Settlement only, this Court
6 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
7 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
8 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
9 the claims of Class Representatives, Rahmeez Jackson and Alondra Manzo Espinosa, are typical of the
10 claims of the Class; (d) the Class Representatives have fairly and adequately protected the interests of
11 the Class; (e) a class action is superior to other available methods for an efficient adjudication of this
12 controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq.
13 of JCL Law Firm, APC, Shani Zakay, Esq. of Zakay Law Group, APLC, Elliot J. Siegel, Esq. of King
14 & Siegel LLP, and Navid Barahmand, Esq. of Barahmand Law Group, (hereinafter “Class Counsel”),
15 are qualified to serve as counsel for the Class Representative and the Class.

16 6. The Court has certified the Class for settlement purposes only, as that term is defined in
17 and by the terms of the Agreement as follows:

18 All current and former non-exempt employees who worked for Defendants
19 GNC Holdings LLC and GNC Live Well LLC in California at any time
20 during the period beginning October 30, 2020, through June 24, 2025 (the
21 “Class Period”).

22 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
23 3.765(a).

24 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani
25 Zakay, Esq. of Zakay Law Group, APLC, Elliot J. Siegel, Esq. of King & Siegel LLP, and Navid
26 Barahmand, Esq. of Barahmand Law Group as Class Counsel for the Class Representatives and the
27 Class in this Action.

28 9. The Court hereby confirms Plaintiffs Rahmeez Jackson and Alondra Manzo Espinosa as

1 the Class Representatives in this Action.

2 10. The Court finds and determines that the terms set forth in the Agreement are fair,
3 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having
4 found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations
5 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
6 investigation, research, and discovery and that their attorneys were able to reasonably evaluate their
7 respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
9 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
10 recognizes the significant value accorded to the Class.

11 11. The Court further finds and determines that the terms of the Settlement, including the
12 Gross Settlement Amount of One Million Eight Hundred Thousand Dollars and Zero Cents
13 (\$1,800,000.00) are fair, reasonable and adequate to the Class and to each member of the Class and that
14 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be
15 and hereby are ordered to be consummated. Except as set forth in the Agreement and this Order and
16 Judgment, all members of the Class shall take nothing in the Action.

17 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
18 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
19 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class
20 Members under the Agreement.

21 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
22 § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
23 Attorney General Act ("PAGA") on September 29, 2026.

24 14. The Court finds and determines that the Individual Settlement Payments to be paid to
25 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
26 grants final approval to and orders the payment of those amounts be made to the Settlement Class
27 Members in accordance with the Agreement.

28 15. The Court finds and determines that the LWDA Payment (75% of the PAGA Payment) of

1 \$75,00.00 and the Aggrieved Employee Payment (25% of the PAGA Payment) of \$25,000.00 in this
2 case are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that the
3 payment of those amounts be paid in accordance with the Agreement.

4 16. The Court finds and determines that the fees and expenses in administrating the Settlement
5 incurred by Apex Class Action LLC in the amount of \$19,750.00 are fair and reasonable. The Court
6 hereby gives final approval to and orders that the payment of that amount in accordance with the
7 Settlement.

8 17. The Court finds and determines the Service Awards totaling \$22,500.00 to the Class
9 Representatives (\$12,500.00 to Plaintiff Rahmееz Jackson and \$10,000.00 to Plaintiff Alondra Manzo
10 Espinosa), are fair and reasonable. The Court hereby orders the Settlement Administrator to make these
11 payments to the Class Representatives in accordance with the terms of the Agreement.

12 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
13 submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees and Expenses in
14 the total sum of \$630,355.40. This payment is comprised of two components. First, \$600,000.00 as
15 attorneys' fees which represents one-third of the Gross Settlement Amount. The attorneys' fee shall be
16 allocated as follows: 42.5% to the JCL Law Firm, APC, 42.5% to the Zakay Law Group, APLC, 7.5%
17 to the King & Siegel LLP, and 7.5% to the Barahmand Law Group. Second, \$30,355.40 for actually
18 incurred litigation expenses as evidenced by Class Counsel's billing records. The Settlement
19 Administrator shall allocate the expenses award according to Class Counsel's actually incurred litigation
20 expenses as stated and supported in their respective declarations filed in support of this motion. The
21 Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
22 Administrator to make these payments in accordance with the terms of the Agreement.

23 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
24 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
25 effectuation, and enforcement of this order and the Settlement.

26 20. Neither Defendants nor any related persons or entities shall have any further liability for
27 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
28 for by the Agreement.

1 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
2 admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any
3 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
4 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
5 terms of the Agreement be construed as an admission or concession by or against Defendants or any
6 related person or entity.

7 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
8 the Settlement or under this order, including the requirement that Defendants make payments to the
9 Settlement Class Members in accordance with the Settlement.

10 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
11 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on May 19,
12 2026, and this order.

13 24. Upon the Funding Date, each Class Member who has not validly opted out has released
14 the "Released Class Claims" against Defendants and all the "Released Parties," as set forth in the
15 Agreement.

16 25. Plaintiff Jackson and Plaintiff Espinosa have generally released all claims as set forth in
17 the Agreement.

18 26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
19 this Court's Order awarding the payment of Class Counsel's attorneys' fees and costs.

20 27. Upon completion of administration of the Settlement Administrator will provide written
21 certification of such completion to the Court and counsel for the Parties which shall be filed with the
22 Court five (5) court days before the non-appearance compliance hearing set for

23 _____., in Dept. 8A.

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1 28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and
2 Payment of Attorneys' Fees, Attorneys' Expenses, and the Service Awards are GRANTED.
3 IT IS SO ORDERED, ADJUDICATED AND DECREED
4

5 Date: _____, 2026

JUDGE OF THE SUPERIOR COURT