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16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
17 **IN AND FOR THE COUNTY OF SACRAMENTO**

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

21 Plaintiffs,

22 v.

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

25 Defendants.

Case No.: 24CV000627

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: February 13, 2026
Hearing Time: 9:00 a.m.
Department: 23

Trial Date: June 8, 2026
Action Filed: January 16, 2024

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1 This matter having come before the Honorable Jill H. Talley of the Superior Court of the State
2 of California, in and for the County of Sacramento on February 13, 2026, at 9:00 am with Shani O.
3 Zakay, Esq. of the Zakay Law Group, APLC and Jean- Claude Lapuyade, Esq. of the JCL Law Firm,
4 APC as counsel for Plaintiff RAHMEEZ JACKSON (“Plaintiff”), Elliot Siegel of the law firm King
5 & Siegel LLP, and Navid Barahmand, Esq. of law firm Barahmand Law Group as counsel for Plaintiff
6 ALONDRA MANZO ESPINOSA, and Sophia B. Collins, Esq. and Nathaniel H. Jenkins, Esq. of
7 Littler Mendelson, P.C. appearing for Defendants GNC HOLDINGS LLC and GNC LIVE WELL
8 LLC (“Defendants”) and the Court, having carefully considered the briefs, argument of counsel and
9 all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion
10 for Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
13 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”) a true and correct
14 copy of which is attached to the concurrently filed Declaration of Shani O. Zakay, Esq. as **Exhibit**
15 **“1”**. This is based on the Court’s determination that the Settlement Agreement is within the range of
16 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
17 Procedure and California Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Agreement, and all terms
19 defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendant shall pay is \$1,800,000.00. It appears to the Court on a preliminary basis that the Gross
22 Settlement Amount and terms are fair, adequate, and reasonable as to the entire Settlement Class
23 when balanced against the probable outcome of further litigation relating to certification, liability,
24 and damages issues. It further appears that investigation and research have been conducted such that
25 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to
26 the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
27 avoid the delay and risks that would be presented by the further prosecution of the litigation. It further
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1 appears that the Agreement has been reached as the result of intensive, serious, and non-collusive
2 arm's-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
5 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
6 finds that the monetary settlement awards made available to the Settlement Class are fair, adequate,
7 and reasonable when balanced against the probable outcome of further litigation relating to
8 certification, liability, and damages issues.

9 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
10 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any
11 other proceeding should this Settlement Agreement not become final. For settlement purposes only,
12 the Court conditionally certifies the following Settlement Class:

13 All current and former non-exempt employees who worked for
14 Defendants GNC Holdings LLC and GNC Live Well LLC, in
15 California at any time during the period beginning October 30, 2020,
to June 24, 2025 (the "Class Period").

16 6. The Court concludes that, for settlement purposes only, the Settlement Class meets
17 the requirements for certification under section 382 of the California Code of Civil Procedure in that:
18 (a) the Settlement Class is ascertainable and so numerous that joinder of all members of the
19 Settlement Class is impracticable; (b) common questions of law and fact predominate, and there is a
20 well-defined community of interest amongst the Settlement Class with respect to the subject matter
21 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement
22 Class; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement
23 Class; (e) a class action is superior to other available methods for the efficient adjudication of this
24 controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in
25 their individual capacity and as the representative of the Settlement Class Members.

26 7. The Court provisionally appoints plaintiffs RAHMEEZ JACKSON and ALONDRA
27 MANZO ESPINOSA as the representative of the Settlement Class.

1 8. The Court provisionally appoints Shani O. Zakay of the Zakay Law Group, APLC,
2 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Elliot Siegel of the law firm King & Siegel
3 LLP, and Navid Barahmand, Esq. of law firm Barahmand Law Group as counsel, as Class Counsel
4 for the Settlement Class.

5 9. The Court hereby approves, as to form and content, the Proposed Notice of Pendency
6 of Class and Representative Action Settlement and Final Hearing Date (“Class Notice”) attached to
7 the Agreement as Exhibit “A”. The Court finds that the Class Notice appears to fully and accurately
8 inform the Settlement Class and Aggrieved Employees of all material elements of the proposed
9 Settlement, including the right of any Settlement Class Member to be excluded from the Settlement
10 Class by submitting a written request for exclusion, and of each Settlement Class Member’s right and
11 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
12 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
13 requirements of due process, is the most reasonable notice under the circumstances, and shall
14 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the
15 Class Notices by first class mail, pursuant to the terms set forth in the Agreement.

16 10. The Court hereby appoints Apex Class Action, LLC., as Settlement Administrator. No
17 later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement
18 Administrator shall mail the Class Notice to all identified, potential members of the Settlement Class
19 via first class U.S. Mail using the most current mailing address information available and electronic
20 mail.

21 11. The Court hereby preliminarily approves the proposed procedure for exclusion from
22 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
23 Settlement as provided in the Class Notice by following the instructions for requesting exclusion
24 from the Settlement of the Released Claims that are set forth in the Class Notice. All requests for
25 exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar
26 days after the date the Class Notice is mailed to the Settlement Class Members or, in the case of a re-
27 mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline. Any
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1 such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an
2 Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have
3 any right to object, appeal or comment thereon. Settlement Class Members who have not requested
4 exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request
5 for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a
6 group, class, or subclass of individuals is not permitted and will be deemed invalid.

7 12. Any Settlement Class Member who has not opted out may appear at the final approval
8 hearing and may object or express the Class Member's views regarding the Settlement and may
9 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
10 heard and determined by the Court as provided in the Class Notice. Settlement Class Members will
11 have forty-five (45) days from the date the Settlement Administrator mails the Class Notice to
12 postmark their written objections to the Settlement Administrator.

13 13. The Agreement specifies for a Class Counsel Award for fees and expenses that the
14 Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs and the
15 Class in this action, consisting of attorneys' fees not to exceed one-third of the Gross Settlement
16 Amount currently estimated to be \$600,000.00 and attorneys' expenses up to \$35,000.00.

17 14. The Agreement also specifies proposed Service Awards to the Class Representatives
18 in an amount not to exceed \$22,500.00, with up to \$12,500.00 to Plaintiff Rahmeez Jackson and up
19 to \$10,000.00 to Plaintiff Alondra Manzo Espinosa.

20 15. While the Class Counsel Award and the Service Awards appear to be within the range
21 of reasonableness, the Court will not approve the Class Counsel Award or Service Awards until the
22 Final Approval Hearing

23 16. A final approval hearing shall be held before this Court on 10/23/26 at 10:30 AM
24 in Department 23 of the Sacramento County Superior Court to determine all necessary matters
25 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
26 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
27 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether

1 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
2 to the Settlement Class; and to finally approve the Class Counsel Award, Service Award, and the
3 Settlement Administration Costs. All papers in support of the motion for final approval and the
4 motion for Class Counsel Award and Service Awards shall be filed with the Court and served on all
5 counsel no later than twenty-eight (28) days following the expiration of the Response Deadline.

6 17. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
7 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
8 evidence of, or used against Defendants as, an admission or indication in any way, including with
9 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
10 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
11 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
12 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
13 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
14 including, but not limited to, evidence of a presumption, concession, indication or admission by
15 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

16 18. In the event the Settlement does not become effective in accordance with the terms of
17 the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
18 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the
19 Parties shall revert to their respective positions as of before entering into the Agreement. In such an
20 event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall
21 not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter
22 the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is
23 not approved.

24 ~~19. Pending final determination of whether the Settlement should be approved, Class~~
25 ~~Representatives and all members of the Settlement Class are barred and enjoined from filing,~~
26 ~~commencing, prosecuting, intervening in, instigating or in any way participating in the~~
27 ~~commencement or prosecution of any lawsuit, action or administrative, regulatory, arbitration or~~

1 ~~other proceeding, in any forum, asserting any claims that are, or relate in any way to, the Release by~~
2 ~~Settlement Class Members, unless and until they submit a timely request for exclusion pursuant to~~
3 ~~the Agreement.~~

4 20. The Court reserves the right to adjourn or continue the date of the final approval
5 hearing and all dates provided for in the Agreement without further notice to Settlement Class and
6 retains jurisdiction to consider all further applications arising out of or connected with the proposed
7 Settlement.

8 **IT IS SO ORDERED.**

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10 Dated: 05/19/2026



Jill Talley
The Honorable Jill H. Talley
Judge of the Superior Court