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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

**DECLARATION OF SHANI O. ZAKAY,
ESQ., IN SUPPORT OF PLAINTIFFS'
MOTION FOR 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

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiffs Rahmeez Jackson and Alondra Manzo Espinosa
6 (“Plaintiffs”) in this wage and hour class and PAGA action filed against Defendants GNC Holdings
7 LLC and GNC Live Well LLC (hereinafter “Defendants”).

8 2. This declaration is being submitted in support of Plaintiffs’ unopposed Motion for
9 Preliminary Approval of Class and PAGA Action Settlement.

10 3. I do not have any actual or potential conflicts with the Class Members and or the
11 Administrator. Further, I have no interest in, monetary or otherwise, the Settlement Administrator.

12 4. I have reviewed the Court’s “Check List for Approval of Class Action Settlements”,
13 published by the Sacramento Superior Court, Complex Litigation Department, Revised August 9,
14 2024 (“Checklist”). To the best of my knowledge, Plaintiff’s Motion for Preliminary Approval of
15 Class and PAGA Action Settlement complies with the Checklist.

16 **I. EXHIBITS**

17 5. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed
18 Stipulation of Settlement of Class and PAGA Action and Release of Claims (“Agreement” or
19 “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy of
20 the proposed Notice Packet.

21 6. Attached hereto as **Exhibit “2”** is a true and correct copy of the proof of filing notice
22 of this settlement with the Labor and Workforce Development Agency with the Settlement
23 Agreement and Motion for Preliminary Approval of Class and PAGA Action Settlement
24 evidencing Class Counsel’s compliance with California Labor Code Section 2699(s)(2).

25 7. Attached hereto as **“Exhibit 3”** is a true and correct copy of Zakay Law Group,
26 APLC “Firm Resume” detailing some of the major cases Zakay Law Group, APLC has undertaken.
27
28

1 8. Attached hereto as “**Exhibit 4**” is a true and correct copy of Zakay Law Group,
2 APLC’s “Transaction Summary” Detailing Zakay law Group, APLC’s actually incurred litigation
3 expenses for this matter as of January 16, 2026.

4 **II. CLASS COUNSEL’S EXPERIENCE**

5 9. Plaintiffs are represented by competent Class Counsel who have extensive
6 experience in litigating wage and hour class action cases. My firm has worked on this matter over
7 the course of the litigation during the last two years. My credentials are reflected in the Zakay Law
8 Group, APLC firm resume, a true and correct copy of which is attached hereto as **Exhibit “3”**.
9 Some of the major cases my firm has undertaken are also set forth in **Exhibit “3”**. I have had class
10 litigation experience, mostly in the area of employment class actions, unfair business practices, and
11 other complex litigation. I have experience in cases involving labor code violations and wage and
12 hour claims. I have litigated similar wage and hour cases against other employers on behalf of
13 employees. I have been approved as experienced class counsel in courts throughout California. It
14 is this level of experience which enabled my firm to undertake the instant matter and to successfully
15 combat the resources of the defendant and its capable and experienced counsel.

16 **III. FAIRNESS OF THE SETTLEMENT AGREEMENT**

17 10. As consideration for this Settlement, the Gross Settlement Amount to be paid by
18 Defendants is One Million, Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00).
19 Under the Agreement, the Gross Settlement Amount consists of the following elements: (1)
20 Individual Settlement Payments to the Settlement Class Members; (2) Service Awards of not more
21 than \$22,500.00 total, distributed as \$12,500.00 to Plaintiff Jackson and \$10,000.00 to Plaintiff
22 Espinosa, for their services on behalf of the Class; (3) a PAGA Payment in the amount of
23 \$100,000.00; (4) Settlement Administration Costs not to exceed \$19,750.00; (5) a Class Counsel
24 Award of up to \$635,000.00, consisting of attorneys' fees equal to one-third of the Gross Settlement
25 Amount estimated to be \$600,000.00 and an estimated \$35,000.00 for actually incurred attorneys’
26 expenses. See generally Agreement at § III(N). There is no reversion to Defendants and Defendants
27 must separately pay for their share of the employer payroll taxes. Agreement at §§ I(O), III(A)(4).
28

1 11. The relief provided in the Settlement will benefit all Class Members who do not opt
2 out. The Settlement does not improperly grant preferential treatment to the Plaintiffs or segments
3 of the Class in any way. Each Class Member will be entitled to a cash payment based on the plan of
4 allocation described herein. Each Settlement Class Member's Individual Settlement Payment will
5 be determined based upon the weeks worked by that employee during the prescribed Class Period.
6 The estimated amount each Class Member will receive per Workweek is \$8.52, with an estimated
7 average Individual Settlement Payment of \$381.05. Payments shall be allocated and treated as thirty
8 percent (30%) wages and seventy percent (70%) penalties and interest.

9 12. Class Counsel conducted a thorough investigation into the facts of the Action. Class
10 Counsel diligently evaluated the Class Members' claims against Defendants. Prior to the mediation,
11 counsel for Defendants provided Class Counsel with access to the necessary data and information
12 to evaluate the claims by the Class. Class Counsel reviewed the production of documents from the
13 Defendants and conducted an extensive review of payroll data and policies with the assistance of an
14 expert (Berger Consulting Group ("BCG")). Based on the foregoing and their own independent
15 investigation, evaluation and experience, Class Counsel believes that the Settlement is fair,
16 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
17 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
18 appellate issues.

19 13. Plaintiffs and Class Counsel recognize the expense and time involved in continuing
20 to litigate and ultimately trying the Action against Defendants through possible appeals which could
21 take several years. Class Counsel have also taken into account the uncertain outcome and risk of
22 litigation, especially in complex actions such as the one here. Class Counsel are also mindful of,
23 and recognize, the inherent problems of proof under, and asserted defenses to, the claims asserted
24 in the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
25 Settlement set forth in the Agreement is in the best interest of the Class Members.

26 14. As discussed below, the proposed Settlement satisfies all criteria for preliminary
27 settlement approval and falls within the range of reasonableness. The average Individual Class
28 Payment to the Settlement Class Members meets awards in similar wage and hour class actions.

Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiffs respectfully requests the Court grant preliminary approval of the Settlement.

IV. CASE BACKGROUND

15. On January 12, 2024, Plaintiff Jackson filed a Notice of Violations with the LWDA and served the same on Defendants.

16. On January 16, 2024, Plaintiff Jackson filed a Class Action complaint in the Sacramento Superior Court, Case No. 24CV000627 (the "Jackson Action"), alleging claims for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 et seq; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; and (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

17. 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 filed a dismissal of the Jackson PAGA Action, Case No. 24CV005741, which was then entered by the Court.

18. On September 17, 2024, Plaintiff Espinosa filed a Class Action complaint in the Los Angeles Superior Court, Case No. 24STCV24172 ("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

1 Necessary Business Expenses; and (8) Violation of California Business & Professions Code §§
2 17200, et seq. On the same day, Plaintiff Espinosa filed a Notice of Violations with the LWDA and
3 served the same on Defendants. On October 23, 2024, Defendants removed the Espinosa Action to
4 the United States District Court, Central District of California, Case No. 2:24-CV-09138.

5 19. On August 20, 2025, for purposes of effectuating the settlement, Plaintiffs filed the
6 operative Second Amended Complaint in the Jackson Action, (the “Action”) which consolidated
7 the claims of both Plaintiffs and added a tenth cause of action for Failure to Pay Reporting Time
8 Wages.

9 20. Plaintiffs seek to represent a putative class of all current and former non-exempt
10 employees who worked for Defendants GNC Holdings LLC and GNC Live Well LLC (collectively,
11 "Defendants") in California at any time during the period beginning October 30, 2020, through June
12 24, 2025 ("Class Period"). Agreement at §§ I(E), I(I). As of the date of mediation, Defendants
13 estimated there are approximately 2,684 Class Members that worked a total of 120,030 Workweeks
14 during the Class Period. Agreement at § III(A)(2). The Action seeks unpaid wages, statutory and
15 PAGA penalties, and a Class Counsel Award.

16 21. Plaintiffs also seek to represent a PAGA group of Aggrieved Employees which is
17 comprised of all current and former non-exempt employees who worked for Defendants in
18 California at any time during the period beginning January 12, 2023, through June 24, 2025 ("PAGA
19 Period"). Agreement at §§ I(C), I(Y). There are approximately 1,629 Aggrieved Employees who
20 worked approximately 36,190 Pay Periods during the PAGA Period.

21 22. Prior to mediation, Class Counsel investigated the facts relevant to the Action,
22 including conducting an independent investigation as to the allegations, reviewing documents and
23 information exchanged through informal discovery, and reviewing documents and information
24 provided by Defendants pursuant to informal requests for information to prepare for mediation. As
25 part of this process, Defendants provided Plaintiff Jackson’s personnel file including his pay stubs,
26 policies, employment application, onboarding documents and timecards. Defendants also produced
27 49.1% of the payroll data, equaling data for 1,317 Class Members and pages of relevant documents
28 including the Time of Hire Pamphlet and GNC Live Well’s employment handbook detailing

1 Defendants' policies and procedures, including meal and rest break and sick pay policies, as well as
2 descriptions of various job titles, and Plaintiff Jackson's paystub details. In all, Class Counsel
3 analyzed over 9,500,000 unique cells of data and 273 pages of documents.

4 23. On March 26, 2025, the Parties participated in mediation presided by Tripper
5 Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. Following the
6 mediation, the Parties accepted a Mediator's settlement proposal, which was subsequently
7 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties documented
8 the agreement in the form of a long-form Agreement, which was signed by the Parties and is now
9 presented to this Court for preliminary approval.

10 24. Although a resolution has been reached, Defendants deny any liability or wrongdoing
11 of any kind associated with the claims alleged in the Action, dispute any wages, damages and
12 penalties claimed by the Class Representatives, alleged in the Operative Complaint, and/or alleged
13 in the Class Representatives' PAGA notices to the LWDA are owed, and further contend that, for
14 any purpose other than settlement, the Action is not appropriate for class or representative action
15 treatment. Defendants contend, among other things, that at all times they complied with the
16 California Labor Code and the Industrial Welfare Commission Wage Orders. Plaintiffs contend that
17 Defendants violated California wage and hour laws. Plaintiffs further contend that the Action is
18 appropriate for class certification on the basis that Plaintiffs' claims meet the requisites for class
19 certification. Without admitting that class certification is proper, Defendants have stipulated that the
20 above Class may be certified for settlement purposes only. The Parties agree that certification for
21 settlement purposes is not an admission that class certification would be proper if the class
22 certification issues were litigated. Further, the Agreement is not admissible in this or any other
23 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
24 settling the Action, the Parties stipulate and agree that the requisites for establishing class
25 certification with respect to the Class, as defined above, are satisfied.

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1 **V. THE SETTLEMENT MEETS THE CRITERIA NECESSARY FOR THIS**
2 **COURT TO GRANT PRELIMINARY APPROVAL**

3 **A. The Gross Settlement Amount Meets the Recognized Range of Reasonableness**

4 25. The Gross Settlement Amount of \$1,800,000.00 is fair and reasonable considering
5 the nature and magnitude of the claims being settled and the various potential impediments to
6 recovery. Prior to mediation, Class Counsel retained BCG to develop economic damage models
7 measuring Defendants' liability exposure while accounting for the uncertainties of continued
8 litigation. The various models were informed by Class Counsel's investigation, including the
9 analysis of a significant sample of time and payroll data. Class Counsel projected Defendants'
10 liability exposure for *class claims* (excluding PAGA penalties) ranged between \$6,208,184.60
11 ("Realistic Estimate") and \$17,892,906.00 ("Maximum Exposure") if successful at trial. This range
12 reflects the uncertainty surrounding several of the claims, together with the uncertainty surrounding
13 derivative liability for waiting time penalties.

14 26. Thus, the Gross Settlement Amount of \$1,800,000.00 represents approximately
15 28.9% of Defendants' *class-wide* liability exposure as conservatively estimated by Class Counsel at
16 the time of mediation. The following summarizes Class Counsel's estimation of Defendants'
17 exposure:

18 i. Estimated Exposure for Meal Period Violations

19 27. Plaintiffs allege that Defendants failed to provide compliant meal periods.
20 Specifically, Plaintiffs allege that Defendants rounded or otherwise manipulated meal periods to
21 exactly 30 minutes in length between 2020 and 2023, as reflected in Defendants' timekeeping
22 records which show that fifty-nine percent (59%) of all meal breaks during that period were recorded
23 as exactly thirty (30) minutes. Further, Plaintiffs allege that Defendants regularly violated California
24 law by failing to provide meal periods, providing late meal periods, or providing short meal periods.

25 28. Defendants vigorously denied liability and argued they maintained facially
26 compliant meal period policies and practices. They argued that meal breaks are naturally expected
27 to be exactly thirty (30) minutes in length approximately sixty percent (60%) of the time and
28 therefore contended that their records were accurate and neither rounded nor manipulated.

1 Defendants also argued that they encouraged employees to take meal breaks and any short, late, or
2 missed meal break was the result of a voluntary decision by the employee.

3 29. The nature of Class Members' job duties presented significant evidentiary challenges
4 warranting a conservative damages approach. Class Members often worked with only a few other
5 employees present, and at times worked alone, which would have made it difficult to establish that
6 late, short, or missed meal periods resulted from Defendants' uniform policies or practices, rather
7 than the individual discretion employees exercised in their daily shifts. Proving liability at trial
8 would likely have required extensive individualized testimony from Class Members, undermining
9 the efficiency and predictability of class wide proof.

10 30. Taking Defendants' defenses into account, as well as the fact that evidence of these
11 violations would likely have relied mainly on testimony of Class Members, Plaintiffs applied a fifty
12 percent (50%) discount to this claim. Accordingly, Plaintiffs estimate Defendants' maximum
13 potential exposure on this claim to be approximately \$4,353,340.00 and realistic exposure to be
14 approximately \$2,176,670.00.

15 ii. Estimated Exposure for Failure to Pay for All Hours Worked

16 31. Plaintiffs alleged that Defendants required them to perform off-the-clock work,
17 including pre/post-shift duties such as opening and closing stores, performing keyholder
18 responsibilities, receiving and responding to work-related communications, and studying training
19 materials and newsletters to stay informed and knowledgeable on all new products. Plaintiffs also
20 alleged that Defendants engaged in timekeeping manipulation and unlawful rounding practices.

21 32. Defendants vigorously denied liability for these claims. Defendants asserted, among
22 other things, that their written policies and procedures require non-exempt employees to record all
23 time worked and to not work off-the-clock, and that time records show that Class Members were
24 paid overtime for overtime hours worked. Defendants asserted that any deviation from these written
25 policies was location and individual-specific and thus created individualized issues of liability
26 unsuitable for class treatment.

1 33. In light of the above, and taking Defendants’ defenses into account, Plaintiffs applied
2 a fifty percent (50%) discount to this claim and estimate Defendants’ maximum potential exposure
3 to be approximately \$701,512.00 and realistic potential exposure to be approximately \$350,756.00.

4 iii. Estimated Exposure for Rest Period Violations

5 34. Plaintiffs allege that Defendants failed to provide compliant rest periods. Under
6 California law, a rest period must consist of a “net” ten (10) minutes, meaning the rest period begins
7 only once the employee has reached an area away from the work area that is appropriate for rest,
8 not when the employee clocks out. Plaintiffs allege that Defendants nonetheless required employees
9 to clock out and in for rest periods and unlawfully limited paid rest time to exactly ten (10) minutes,
10 withholding compensation for any additional time employees remained clocked out. As a result,
11 Defendants’ practice unlawfully shortened Class Members’ rest breaks and effectively compelled
12 employees to remain on-premises to avoid having additional minutes deducted from their pay,
13 thereby exerting control over how employees spent their time during rest breaks in violation of
14 California law.

15 35. Again, Defendants deny liability and contend that employees were neither required
16 by Defendants’ written policies to clock out for their rest periods nor required to remain on premises
17 during their rest breaks, and that Defendants maintained legally compliant rest period practices
18 throughout the Class Period. Moreover, Plaintiffs recognize the evidentiary burdens in establishing
19 this claim. Establishing Plaintiffs’ rest period claim would depend in large part on Class Member
20 testimony, making it a riskier claim at class certification and liability stages. Defendants likely
21 would argue that any missed rest breaks were voluntary and that employees were not required to
22 remain on the premises. Certification would likely require multiple depositions of Class Members
23 who provided declarations, and Defendants would also have obtained opposing declarations stating
24 either rest breaks were taken, that employees were not required to clock out for their rest breaks,
25 and that if a rest break was missed, rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio*
26 *Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because of the competing testimony
27 before the Court, plaintiff’s evidence that Defendant may have an illegal, written rest break policy
28 is insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs.*

1 of California, Inc. (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own
2 evidence confirms that the written policy does not generate uniform practices.”) In light of the
3 above, and taking Defendants’ defenses into account, Plaintiffs applied a fifty percent (50%)
4 discount to this claim and estimates Defendants’ maximum potential exposure on this claim to be
5 \$1,841,943.00 and realistic potential exposure to be approximately \$920,971.50.

6 iv. Estimated Exposure for Failure to Reimburse Business Expenses

7 36. Plaintiffs alleged that Defendants required Class Members to use their personal cell
8 phones in order to perform their daily job duties for Defendants, including but not limited to
9 receiving and responding work-related communications with co-workers and supervisors.
10 Additionally, Class Members were required to engage in self-study on training materials, GNC
11 newsletters, and merchandising bulletins. When completing training during their personal time,
12 Class Members used their own personal computers or cellular devices to meet this requirement.

13 37. Defendants denied such allegations and argued that Class Members who used their
14 own electronic devices for work purposes could simply utilize the expense policy to secure
15 reimbursement. Plaintiffs estimated Defendants’ maximum potential exposure for this claim at \$20
16 a month reimbursement to be approximately \$613,200.00 and realistic exposure for this claim at
17 \$10 a month \$to be 306,600.00.

18 v. Estimated Exposure for Waiting Time Violations

19 38. Plaintiffs allege that Defendants’ violations resulted in derivative violations of Labor
20 Code sections 203. Although these penalties represented one of Defendants’ largest dollar amount
21 of exposure, this is Plaintiffs’ most uncertain claim. Specifically, Defendants argued that Plaintiffs
22 could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code
23 section 203. Additionally, *Naranjo v. Spectrum Security Services* (2024) 15 Cal. 5th 1056, creates
24 difficulty in Plaintiffs succeeding in a purely derivative waiting time penalty claim. Taking
25 Defendants’ defenses into account, Plaintiffs applied a 90% discount to this claim and estimates
26 Defendants’ maximum exposure for waiting time penalties to be approximately \$6,845,671.00 and
27 realistic liability to be approximately \$684,567.10.

28 vi. Estimated Exposure for Wage Statement Violations

1 39. Plaintiffs allege that Defendants failed to furnish its employees with accurate
2 itemized wage statements. Specifically, Plaintiffs allege two categories of violations. First, that
3 Plaintiffs and the Class Members are entitled to derivative wage statement penalties arising from
4 Defendants’ failure to pay meal and rest period premiums and all wages due. (*See Naranjo v.*
5 *Spectrum Security Services* (2022) 13 Cal.5th 93 (concluding that meal premiums are “wages”
6 entitling employees to derivative wage statement penalties). Second, even when Defendants paid
7 premiums, it committed a facial violation by miscalculating total hours worked on wage statements.

8 40. Defendants argued that its wage statements sufficiently identified the employing
9 legal entity, that Plaintiffs’ derivative claim would fail because the underlying claims would fail,
10 and that Plaintiffs cannot establish the injury requirement on a class-wide basis. In light of these
11 defenses—particularly the challenges to establishing knowing and intentional violations and the
12 individualized injury requirement—Plaintiffs applied a fifty percent (50%) discount to this claim,
13 estimating Defendants’ maximum exposure to be approximately \$3,537,240.00 and approximate
14 realistic liability to be \$1,768,620.00.

15 vi. Defendants’ PAGA Exposure

16 41. Class Counsel’s damage model also estimated Defendants’ exposure for PAGA
17 penalties. At the time of mediation, Plaintiffs estimated Defendants’ PAGA exposure to be
18 approximately \$7,669,775.00. Here, the Parties negotiated a good faith PAGA Payment in the
19 amount of \$100,000.00 which is approximately 5.56% of the Gross Settlement Amount. This
20 amount falls well within the range of approved PAGA Payments. Seventy-Five percent (75%) of
21 the PAGA Payment (\$75,000.00) will be paid to the LWDA (“LWDA Payment”) with the remaining
22 twenty-five percent (25%) of the PAGA Payment (\$25,000.00) will be distributed to the Aggrieved
23 Employees (“Aggrieved Employee Payment”), which is within the range of PAGA Payments
24 approved by courts and should be approved.

25 42. In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove
26 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011
27 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff
28 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the

1 Labor Code by the defendant.”). Here, Plaintiffs would need to prove that each Aggrieved Employee
2 suffered a violation during each Pay Period the employee worked. Again, Defendants raised several
3 defenses that presented serious threats to the claims of the Plaintiffs and the Aggrieved Employees.
4 In addition to those arguments discussed supra, Defendants also argued that the Court of Appeals
5 decision in *Cacho v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiffs’ claims on
6 liability, value, and manageability as to the rest period claims. In all, Plaintiffs’ PAGA liability
7 exposure is hotly contested.

8 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

9 43. With respect to the most immediate challenge, i.e., class certification, the risks
10 attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab*
11 *Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court’s
12 denial of class certification because employees’ declarations attesting to having taken meal and rest
13 breaks demonstrated that individualized inquiries were required to show harm. See also *Campbell*
14 *v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and
15 denying certification of proposed off-the-clock and rest and meal break classes due to lack of
16 uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
17 certification of driver meal and rest period claims based on the predominance of individual issues).

18 44. Further, even if a class is certified, liability remains uncertain. The risks attendant to
19 the issue of Defendants’ liability in similar wage and hour actions are demonstrated by *Duran v.*
20 *U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in
21 favor plaintiffs in a wage and hour class action. See also *Tien v. Tenet Healthcare Corp.* (2012) 209
22 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were
23 predominantly individualized questions of fact not susceptible to class treatment.”).

24 45. Finally, even if a class is certified and Defendants are found liable for the class claims
25 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiffs
26 and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-*
27 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and
28 remanded a \$110,000,000.00 judgement against an employer for, inter alia, inaccurately paying

1 overtime, and directed the trial court to enter judgement in favor of the employer. See also O’Conner
2 v. Uber Technologies, Inc. (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour
3 misclassification action).

4 46. Continuing to litigate this action would require continued and extensive resources
5 coupled with significant Court time to proceed through trial and post-trial motions; which can often
6 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
7 extensive expert testimony, particularly with regard to damages. But even if Plaintiffs are successful
8 at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect
9 that Defendants would appeal any favorable judgment.

10 47. In this matter, Class Counsel negotiated a Gross Settlement Amount of
11 \$1,800,000.00 that is 28.9% of Defendants’ class-wide, estimated liability exposure for damages
12 and statutory penalties. Given the amount of settlement here, as compared to potential value of the
13 claims, offset by the various inherent risks to continued litigation, the settlement is fair and
14 reasonable and should be preliminarily approved.

15 **C. The Settlement Does Not Improperly Grant Preferential Treatment to the Class**
16 **Representatives or Segments of the Class.**

17 48. As mentioned previously, The Settlement does not improperly grant preferential
18 treatment to the Plaintiffs or segments of the Class in any way. Plaintiffs will apply to the Court for
19 Service Awards in consideration for their service, and for the risks undertaken on behalf of the Class.
20 Plaintiffs performed their duties admirably by working with Class Counsel. The requested Plaintiffs’
21 Service Awards are within the accepted range of awards for purposes of preliminary approval.

22 **D. The Stage of the Proceedings is Sufficiently Advanced to Permit Preliminary**
23 **Approval of the Settlement.**

24 49. The stage of the proceedings at which this Settlement was reached also militates in
25 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
26 conducted a thorough investigation into the facts of the class action. Class Counsel began
27 investigating the Class Members’ claims before this action was filed. Prior to the mediation, Class
28 Counsel performed significant review and analysis of Defendants’ documents and pay records. Class

1 Counsel engaged in thorough research and analysis of the relevant claims and data. Class Counsel
2 is also experienced with the claims at issue here, as Class Counsel previously litigated and settled
3 similar claims in numerous other actions. Accordingly, the Settlement did not occur until Class
4 Counsel possessed sufficient information to make an informed judgment regarding the likelihood
5 of success on the merits and results that could be obtained through further litigation.

6 **E. The Court Should Preliminarily Grant the Service Awards.**

7 50. The Agreement provides for Service Awards of \$22,500.00 , with \$12,500.00
8 awarded to Plaintiff Jackson and \$10,000 awarded to Plaintiff Espinosa. The service payment is
9 fair and reasonable compensation for Plaintiffs' efforts in bringing the Action, assisting Class
10 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of
11 their cases and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure
12 that its terms are fair and provide adequate relief for the Settlement Class members, and bearing the
13 risk of retaliation or other consequences from challenging their employer.

14 51. Class Counsel, on behalf of Plaintiffs, will file a formal motion for the negotiated
15 Service Awards once preliminary approval of the Settlement is granted. Plaintiffs respectfully
16 submit that the above showing is sufficient for preliminary approval of the negotiated Service
17 Awards and that the requested amount is fair and reasonable given Plaintiffs' contributions.

18 **F. The Court Should Preliminarily Approve the Class Counsel Award.**

19 52. Class Counsel took this matter on a contingency fee basis and invested significant
20 time and expense successfully prosecuting Plaintiffs' claims. As discussed supra, the estimated
21 average Individual Class Payment illustrates the demonstrably positive outcome for the Settlement
22 Class Members. Considering the positive outcome for the Class Members, and in light of the
23 supporting authority, the proposed Class Counsel Award is fair and reasonable.

24 53. The Class Counsel Award will be split among Class Counsel as follows: 42.5% to
25 Zakay Law Group, APLC; 42.5% to JCL Law Firm, APC; and 15% to King & Siegel LLP. Plaintiff
26 Jackson and Plaintiff Espinosa gave written approval of this fee split.

1 54. Plaintiffs will file a formal motion for the negotiated Class Counsel Award once
2 preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above
3 showing is sufficient for preliminary approval of the negotiated Class Counsel Award.

4 **G. The Court Should Preliminarily Approve Class Counsel’s Attorney Expenses**

5 55. As shown in detail in the attached transaction summary (**Exhibit 4**), Zakay Law
6 Group, APLC, incurred a total of \$15,065.09 in litigation costs prosecuting this action through
7 January 16, 2026. These costs are exclusive of the costs incurred by co-counsel JCL Law Firm,
8 APC or King& Siegel LLP. A final accounting of all costs incurred in the litigation will be prepared
9 and submitted in support of Plaintiff’s Motion for Final Settlement Approval, should the Court
10 ultimately grant preliminary approval. All of Class Counsel’s out-of-pocket expenses are the types
11 of expenses normally charged to paying clients including the following: filing fees; copying;
12 postage; mediation fees; and expert costs, which were all incurred during, and were necessary for
13 the successful prosecution of the litigation and, thus, should be reimbursed. Class Counsel will incur
14 additional expenses to file the Motion for Preliminary Approval as well as the Motion for Final
15 Approval, but do not anticipate expenses to exceed \$35,000.00.

16 **VI. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES**

17 56. Plaintiffs contend that the proposed Settlement meets all the requirements for class
18 certification under the California Code of Civil Procedure section 382 as demonstrated below, and
19 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
20 should conditionally certify the Class for settlement purposes only, defined as follows: all current
21 and former non-exempt employees who worked for Defendants in California at any time during the
22 Class Period. “Class Period” means the period beginning October 30, 2020, through June 24, 2025.
23 Agreement at §§ I(E), I(I). Plaintiffs expert estimated at the time of mediation that there were
24 approximately 2,684 Class Members who worked approximately 120,030 Workweeks during the
25 Class Period. Agreement at § III(A)(2).

26 57. Here, the approximately 2,684 current and former employees that comprise the Class
27 are sufficiently numerous for class certification. (See *Bowles v. Superior Court*, 44 Cal.2d 574
28 (1955) (class with 10 members sufficiently numerous); *Rose v. City of Hayward*, 126 Cal.App.3d

1 926, 934 (1981) (class of 48 members satisfies numerosity requirement.)) All of these employees
2 are ascertainable because the Class Members can readily be determined through examination of
3 Defendants' employment files.

4 58. Here, Plaintiffs contend that common questions of law and fact are present.
5 Specifically: (i) whether Defendants failed to pay Class Members for all hours worked; (ii) whether
6 Defendants failed to provide legally compliant meal and rest periods to Class Members; (iii) whether
7 Defendants failed to timely furnish accurate, itemized and legal wage statements; (iv) whether
8 Defendants failed to reimburse Class Members for necessary business expenses; (v) whether
9 Defendants subjected Class Members to unfair business practices; and (vi) whether Defendants are
10 liable for attorneys' fees and costs.

11 59. In the instant case, Plaintiffs contend that the typicality requirement is fully satisfied.
12 Plaintiffs, like every other member of the Class was employed by Defendants and are members of
13 the Class. Plaintiffs were subject to the same employment practices, meal and rest periods, and
14 received similar wage statements. Thus, the claims of the Plaintiffs and the Class Members arise
15 from the same course of conduct by the Defendants, involve the same employment policies, and are
16 based on the same legal theories.

17 60. The Class Members are adequately represented because Plaintiffs and Class Counsel
18 (a) do not have any conflicts of interest with other Class Members, and (b) will prosecute the case
19 vigorously on behalf of the class. (See Hanlon, 150 F.3d at 1020.) Plaintiffs are well aware of their
20 duties as representatives of the Class and have actively participated in the prosecution of this case
21 to date. First, Plaintiffs effectively communicated with Class Counsel, provided documents to them
22 and participated in investigation and negotiations in the Action. Second, Plaintiffs retained
23 competent counsel who are experienced in employment class actions. Third, there is no antagonism
24 between the interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class
25 Members seek monetary relief under the same set of facts and legal theories.

26 **VII. THE PROPOSED METHOD OF CLASS NOTICE IS APPROPRIATE**

27 61. The Court has broad discretion in approving a practical notice program. The Parties
28 have agreed upon procedures by which the Class Members will be provided with written notice of

1 the Settlement similar to that approved and utilized in hundreds of class action settlements. The
2 Notice Packet, drafted jointly and agreed upon by the Parties through their respective counsel and
3 to be approved by the Court, includes all relevant information. (See Exhibit A to the Agreement.)
4 The Notice Packet will state that the Class Members shall have forty-five (45) days from the date
5 that the Notice Packet is mailed to them to request exclusion or to submit an objection. The Class
6 Members will be given an opportunity to object to the terms of the Agreement and/or the request
7 for attorneys' fees and costs and to participate at the final approval hearing, in accordance with the
8 instructions set forth in the Notice Packet. Class Members will be instructed to only contact the
9 Settlement Administrator and/or Class Counsel and not the Court. Class Members who do not opt
10 out will automatically receive an Individual Settlement Payment. This notice program was designed
11 to meaningfully reach the Class Members and advise them of all pertinent information concerning
12 the Settlement. The mailing and distribution of the Notice Packet satisfies the requirements of due
13 process, is the best notice practicable under the circumstances, and constitutes due and sufficient
14 notice to all persons entitled thereto. The Notice Packet provides information on the terms and
15 provisions of the Settlement; the benefits that the Settlement provides for Class Members; the date,
16 time, and place of the final settlement approval hearing; and the procedure and deadline for
17 submitting comments, objections, and requests for exclusion. The Notice Packet complies with
18 Rules of Court 3.766 and 3.769(f).

19
20 I declare under the penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 16th day of January, 2026, at San Diego, California.

22
23 **ZAKAY LAW GROUP, APLC**

24 By: 
25 Shani O. Zakay, Esq.
26 Attorneys for PLAINTIFF
27
28

EXHIBIT 1

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Attorneys for Plaintiffs

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

[Complaint Filed: January 16, 2024]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs Rahmeez Jackson (“Plaintiff Jackson”) and Alondra Espinoza (“Plaintiff Espinoza”) (collectively, hereinafter “Plaintiffs”), individuals, on behalf of themselves, and on behalf of all persons similarly situated, and in their representative capacity on behalf of the State of California and the Aggrieved Employees, and Defendant GNC Holdings LLC, a California limited liability company (“Defendant GNC Holdings”) and Defendant GNC Live Well LLC, a Delaware limited liability company (“Defendant GNC Live Well”) (collectively, hereinafter “Defendants”):

I. DEFINITIONS

- A. “Action” shall mean the putative class and representative action lawsuit designated *Rahmeez Jackson, et al. v. GNC Holdings LLC, et al.*, Sacramento County Superior Court, Case No. 24CV000627, filed January 16, 2024.
- B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.
- C. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.
- D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the PAGA Payment (\$25,000.00) that will be distributed to the Aggrieved Employees as described in this Agreement.
- E. “Class” or the “Class Members” means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.
- F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani O. Zakay, Esq. of Zakay Law Group, APLC, Elliot J. Siegel, Esq. of King & Siegel LLP, and Navid Barahmand, Esq. of Barahmand Law Group.
- G. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting of attorneys’ fees currently not to exceed one-third of the Gross Settlement Amount

currently estimated to be \$600,000 out of \$1,800,000.00 plus attorneys' expenses of up to \$35,000.00. Attorneys' fees will be divided among Class Counsel in the following percentages (42.5% to JCL Law Firm, APC, 42.5% to Zakay Law Group, APLC, and 15% to King & Siegel LLP and Barahmand Law Group).

H. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee during the Class and PAGA Periods.

I. "Class Period" means the period beginning October 30, 2020 through June 24, 2025.

J. "Class Representatives" shall mean Plaintiff Rahmeez Jackson and Plaintiff Alondra Manzo Espinosa.

K. "Court" means the Superior Court for the State of California, County of Sacramento currently presiding over the Action.

L. "Defendants" shall mean GNC HOLDINGS LLC and GNC LIVE WELL LLC.

M. "Effective Date" shall mean (a) sixty-one (61) days after entry of the Final Approval Order and Judgment, if no objections; or (b) if an appeal is filed, review or writ is sought from the Judgment or other collateral attack, the day after Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

N. "Funding Date" means the date by which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement.

O. "Gross Settlement Amount" means One Million, Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) that Defendants shall pay into the Qualified Settlement Fund for resolution of these actions and payment of all claims, including

1 payments to all Class Members, payment of Settlement Administration Costs; Class
2 Counsel Award; Service Award, and the PAGA Payment. The Gross Settlement
3 Amount shall be paid in two equal installments of Nine Hundred Thousand Dollars
4 and Zero Cents (\$900,000.00) each; the first will be made within 14 court days of the
5 Effective Date, no earlier than January 6, 2026, and the second will be made no earlier
6 than June 8, 2026 (or else 180 days following the first payment, should the first
7 payment be made after January 6, 2026). The Gross Settlement Amount shall be all-
8 in with no reversion to Defendants. Defendants are responsible for the employer's
9 share of payroll taxes which shall be paid separately and in addition to the Gross
10 Settlement Amount.

11 P. "Individual Settlement Payments" means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 Aggrieved Employees pursuant to PAGA.

14 Q. "LWDA" shall mean the Labor and Workforce Development Agency.

15 R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment
16 (\$75,000.00) payable to the LWDA.

17 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
18 Counsel Award, Service Award, PAGA Payment, and Settlement Administration
19 Costs.

20 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
21 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
22 than formatting changes to facilitate printing by the Settlement Administrator).

23 U. "Operative Complaint" shall mean the Second Amended Complaint filed by Plaintiffs
24 in the Sacramento Superior Court.

25 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
26 Labor Code § 2698 *et seq.*

- 1 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved
3 Employees during the PAGA Period.
- 4 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Individual
5 Aggrieved Employee Settlement Payments, as defined herein, means the number of
6 pay periods of employment during the PAGA Period that each Aggrieved Employee
7 worked in California.
- 8 Y. "PAGA Period" means the period beginning January 12, 2023, through June 24, 2025.
- 9 Z. "PAGA Payment" shall mean One Hundred Thousand Dollars and Zero Cents
10 (\$100,000.00) to be allocated from the Gross Settlement Amount for settlement of
11 PAGA Claims asserted in the Action.
- 12 AA. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either
13 Plaintiffs or Defendants, individually.
- 14 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided
15 by the total Workweeks for all Class Members.
- 16 CC. "Plaintiffs" shall mean Plaintiff Rahmmez Jackson and Plaintiff Alondra Espinosa
- 17 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
18 by the Settlement Administrator to fund the Gross Settlement Amount.
- 19 EE. "Released Class Claims" shall mean that upon entry of final judgment and funding of
20 the Gross Settlement Amount, the Released Parties shall be entitled to a release as
21 follows: All Settlement Class Members, on behalf of themselves and their respective
22 former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release, waive, discharge and settle all claims, rights,
24 demands, liabilities, and causes of action throughout the Class Period, whether known
25 or unknown, arising from the same set of operative facts, allegations and assertions
26 as those alleged in the operative complaint, including those claims which could have
27 been asserted based on the facts alleged in the operative complaints, which, without
28 limitation, includes: (a) Failure to provide or pay premium payments for meal periods

(see Labor Code §§ 204, 223, 226.7, 512, 1198 1194, 1197; IWC Wage Order No. 1-2001, § 11); (b) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 204, 223, 226.7, 512, 1198; IWC Wage Order No. 1-2001, § 12); (c) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate “all hours worked” (see Cal Labor Code §§ 223, 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (d) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (e) Failure to timely pay wages during employment (see Labor Code § 204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (h) Failure to reimburse business expenses (see Labor Code § 2800-2802); and (j) any unfair business practices with respect to claims arising from the labor code violations released herein (see Bus. and Prof. Code § 17200, et seq.), and expressly excluding 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.

FF. “Released PAGA Claims” shall mean that upon entry of final judgment and funding of the Gross Settlement Amount, the Released Parties shall be entitled to a release from the Plaintiffs and the State of California as follows: All Alleged Aggrieved Employees and the LWDA and interests held by the state of California are 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 Complaints and the PAGA Notice, including, (a) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 204, 223, 226.7, 512, 1198 1194, 1197; IWC Wage Order No. 1-2001, § 11); (b) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 204, 223, 226.7, 512, 1198; IWC Wage Order No. 1-2001, § 12); (c) any and all claims involving any alleged

failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate “all hours worked” (see Cal Labor Code §§ 223, 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (d) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (e) Failure to timely pay wages during employment (see Labor Code § 204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); and (h) Failure to reimburse business expenses (see Labor Code § 2800-2802), and expressly excluding 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.

GG. “Released Parties” shall mean Defendants GNC Holdings, LLC, and GNC Live Well, LLC, and any of their former and present parents, subsidiaries, affiliates, insurers, insurance policies, and benefit plans; each of the former and present officers, directors, exempt employees, equity holders (partners, shareholders, holders of membership interests, etc.), agents, representatives, administrators, fiduciaries, and attorneys of the entities and plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each of the persons and entities described in this sentence.

HH. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

II. “Service Award” means awards in the total amount of Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00), distributed to the Plaintiffs as follows: Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to Plaintiff Jackson and Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Espinosa, or in an amount that the Court authorizes to be paid to the Class Representatives, in addition to their Individual Settlement Payments and their individual Aggrieved

Employee Settlement Payments, in recognition of their efforts and risks in assisting with the prosecution of the Action.

JJ. “Settlement” means the disposition of the Action pursuant to this Agreement.

KK. “Settlement Administration Costs” shall mean the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$19,750.00.

LL. “Settlement Administrator” means Apex Class Action LLC, located at 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

MM. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

NN. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants during the Class Period in California.

II. RECITALS

A. On January 16, 2024, Plaintiff Jackson filed a Class Action complaint in the Sacramento Superior Court, Case No. 24CV000627 (“Jackson Action”), alleging claims for:

1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;

2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq.*;
 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
 6. Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802;
 7. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and
 8. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203.
- B. On January 12, 2024, Plaintiff Jackson filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.
- C. On March 25, 2024, Plaintiff Jackson filed a separate representative action in Sacramento Superior Court, Case No. 24CV005741, for a single cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et. seq.* (“Jackson PAGA Action”).
- D. On June 25, 2024, the Parties stipulated to the filing of a First Amended Complaint in the Action to add a cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et. seq.*
- E. On June 27, 2024, Plaintiff Jackson filed a First Amended Complaint adding a ninth cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et. seq.*].
- F. On July 10, 2024, Plaintiff Jackson filed a dismissal of the Jackson PAGA Action, Case No. 24CV005741, which was then entered by the Court.

1 G. On September 17, 2024, Plaintiff Espinosa filed a Class Action complaint (“Espinosa
2 Class Action”) in the Los Angeles Superior Court, case number 24STCV24172,
3 alleging claims for:

- 4 1. Failure to Pay Minimum Wages;
- 5 2. Failure to Pay Overtime Wages;
- 6 3. Failure to Provide Meal Periods;
- 7 4. Failure to Provide Rest Periods;
- 8 5. Failure to Pay Reporting Time Wages;
- 9 6. Failure to Provide and Maintain Complete and Accurate Wage Statements;
- 10 7. Failure to Reimburse Necessary Business Expenses; and
- 11 8. Violation of California Business & Professions Code §§ 17200, et seq.

12 H. On September 17, 2024, Plaintiff Espinosa filed a Notice of Violations with the Labor
13 and Workforce Development Agency (LWDA) (“Espinosa PAGA Notice”) and
14 served the same on Defendants.

15 I. On October 23, 2024, Defendants removed the Espinosa Class Action from the Los
16 Angeles County Superior Court to the Central District of California, Case No. 2:24-
17 CV-09138.

18 J. The Class Representatives believe they have claims based on alleged violations of the
19 California Labor Code, and the Industrial Welfare Commission Wage Orders, and
20 that class certification is appropriate because the prerequisites for class certification
21 can be satisfied in the Action, and this action is manageable as a PAGA representative
22 action.

23 K. Defendants deny any liability or wrongdoing of any kind associated with the claims
24 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
25 Representative, alleged in the Operative Complaint, and/or alleged in the Class
26 Representative’s PAGA notices to the LWDA are owed, and further contend that, for
27 any purpose other than settlement, the Action is not appropriate for class or
28 representative action treatment. Defendants contend, among other things, that at all

1 times they complied with the California Labor Code and the Industrial Welfare
2 Commission Wage Orders.

3 L. The Class Representatives are represented by Class Counsel. Class Counsel
4 investigated the facts relevant to the Action, including conducting an independent
5 investigation as to the allegations, reviewing documents and information exchanged
6 through formal and informal discovery, and reviewing documents and information
7 provided by Defendants pursuant to informal requests for information to prepare for
8 mediation. Defendants produced for the purpose of settlement negotiations certain
9 employment data concerning the Class, which Class Counsel reviewed and analyzed
10 with the assistance of an expert. Based on their own independent investigation and
11 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is
12 fair, reasonable, and adequate, and is in the best interest of the Class considering all
13 known facts and circumstances, including the risks of significant delay, defenses
14 asserted by Defendants, uncertainties regarding class certification, and numerous
15 potential appellate issues. Although it denies any liability, Defendants agree to this
16 Settlement solely to avoid the inconveniences and cost of further litigation. The
17 Parties and their counsel have agreed to settle the claims on the terms set forth in this
18 Agreement.

19 M. On March 26, 2025, the Parties participated in mediation presided over by Tripper
20 Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions.
21 The Parties accepted a Mediator's settlement proposal, which was subsequently
22 memorialized in the form of a Memorandum of Understanding.

23 N. Prior to the filing of Plaintiffs' motion for preliminary approval, Plaintiffs filed the
24 operative Second Amended Complaint in the Jackson Class Action, which is referred
25 to herein as the "Action", and adds Plaintiff Espinosa as a plaintiff and asserts all
26 facts, theories, and alleged Labor Code violations, as alleged in the Espinosa Class
27 Action and Espinosa PAGA Notice.
28

1 O. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
6 or that Defendants bear any liability to Plaintiffs or the Class on those claims or any
7 other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action
8 have merit.

9 P. The Parties believe that the Settlement is fair, reasonable, and adequate. The
10 Settlement was arrived at through arm's-length negotiations, considering all relevant
11 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
12 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
13 settle, compromise and discharge all disputes and claims arising from or relating to
14 the Action fully, finally, and forever.

15 Q. The Parties agree to certification of the Class for purposes of this Settlement only. If
16 for any reason the settlement does not become effective, Defendants reserve the right
17 to contest certification of any class for any reason and reserve all available defenses
18 to the claims in the Action. The Settlement, this Agreement, and the Parties'
19 willingness to settle the Action will have no bearing on and will not be admissible in
20 connection with any litigation.

21 R. Plaintiffs represent that upon the Court's grant of preliminary approval of this
22 Settlement, Class Counsel will seek dismissal of the Espinosa Class Action pending
23 in the Central District of California.

24 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

25 **III. TERMS OF AGREEMENT**

26 A. Settlement Consideration and Settlement Payments by Defendants.

- 27 1. Settlement Consideration. In full and complete settlement of the Action, and
28 in exchange for the releases set forth below, Defendants will pay the sum of

1 the Individual Settlement Payments, the Service Awards, the Class Counsel
2 Award, PAGA Payment, and the Settlement Administration Costs, as
3 specified in this Agreement, equal to the Gross Settlement Amount of One
4 Million, Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00).
5 The Parties agree that this is a non-reversionary Settlement and that no portion
6 of the Gross Settlement Amount shall revert to Defendants. Other than the
7 Defendants' share of employer payroll taxes and as provided in Section III.A.2
8 below, Defendants shall not be required to pay more than the Gross Settlement
9 Amount.

10 2. Class Size. As of the date of the Parties' mediation (March 26, 2025),
11 Defendants estimated that there are approximately 2,684 Class Members who
12 worked approximately 120,030 workweeks during the Class Period. If the
13 actual number of Workweeks worked during the Class Period exceeds the
14 above number by more than 10% (i.e., more than 132,033), then Defendants
15 must either: (a) increase the settlement amount by the percentage over 110%
16 of the increased workweeks (e.g., if the total Workweeks in the Class Period
17 are 115% of 120,030, the Gross Settlement will increase by 5%); or (b)
18 advance the end date of the Class Period to the last date on which the total
19 number of Workweeks is no greater than 132,033. Additionally, if 5% or more
20 of the Class Members opt-out, then Defendants shall have the right to rescind
21 and void the Settlement. No later than thirty (30) days after execution of this
22 Settlement Agreement, Defendants will provide the Settlement Administrator
23 with the Class Data in order to ensure the Settlement Administrator has
24 sufficient time to prepare a declaration prior to the filing of the motion for
25 Preliminary Approval.

26 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount
27 into the QSF, established by the Settlement Administrator, the first installment
28 of the Gross Settlement Amount (\$900,000.00), within 14 court days of the

Effective Date, but in no earlier than January 6, 2026, and the second installment (\$900,000.00) will be made no earlier than June 8, 2026 (or else 180 days following the first payment, should the first payment be made after January 6, 2026). Any interest accrued will be added to the NSA and distributed to the Settlement Class Members except that if final approval is reversed on appeal, then Defendants are entitled to prompt return of the principal and all interest accrued.

4. Defendants' Share of Payroll Taxes. Defendants are responsible for the employer's share of payroll taxes which shall be paid separately and in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth in this Agreement, Plaintiffs waive, release, acquit and forever discharge the Released Parties from any and all claims, whether known or unknown, which exist or may exist on either Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance,

1 including, but not limited to claims for violation of the Fair Labor Standards Act, the
2 California Labor Code, the Wage Orders of California's Industrial Welfare
3 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
4 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
5 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
6 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
7 California's Whistleblower Protection Act, California Business and Professions Code
8 Section 17200 et seq., and any and all claims arising under any federal, state or other
9 governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish
10 any and all claims, rights or benefits that they may have under California Civil Code
11 Section 1542, which provides as follows:

12
13 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
14 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
15 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
16 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
17 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
18 ***OR RELEASED PARTY.***

19
20 Thus, notwithstanding the provisions of section 1542, and to implement a full and
21 complete release and discharge of the Released Parties, Plaintiffs expressly
22 acknowledge this Settlement Agreement is intended to include in its effect, without
23 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at
24 the time of signing this Settlement Agreement, and that this Settlement Agreement
25 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
26 have read this Settlement Agreement, including this waiver of California Civil Code
27 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
28 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically

1 about the waiver of section 1542, and that Plaintiffs understand this Settlement
2 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
3 into this Settlement Agreement. Plaintiffs further acknowledges that Plaintiffs later
4 may discover facts different from or in addition to those Plaintiffs now know or believe
5 to be true regarding the matters released or described in this Settlement Agreement,
6 and even so Plaintiffs agree that the releases and agreements contained in this
7 Settlement Agreement shall remain effective in all respects notwithstanding any later
8 discovery of any different or additional facts. Plaintiffs expressly assume any and all
9 risk of any mistake in connection with the true facts involved in the matters, disputes,
10 or controversies released or described in this Settlement Agreement or with regard to
11 any facts now unknown to Plaintiffs relating thereto.

12 E. Conditions Precedent: This Settlement will become final and effective only upon the
13 occurrence of all of the following events:

- 14 1. The Court enters an order granting preliminary approval of the Settlement;
- 15 2. The Court enters an order granting final approval of the Settlement and a Final
16 Judgment;
- 17 3. If an objector appears at the final approval hearing, the time for appeal of the
18 Final Judgment and Order Granting Final Approval of Class Action
19 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
20 any appeal from the Judgment and Order Granting Final Approval of Class
21 Action Settlement; and
- 22 4. Defendants fully fund the Gross Settlement Amount.

23 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
24 approve this Settlement Agreement, fails to become effective, or is reversed,
25 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants
26 from obtaining a complete resolution of the Released Class Claims and Released
27 PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

- 1 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
2 and shall not be admissible in any judicial, administrative, or arbitral
3 proceeding for any purpose or with respect to any issue, substantive or
4 procedural;
- 5 2. The conditional class certification (obtained for any purpose) shall be void *ab*
6 *initio* and of no force or effect, and shall not be admissible in any judicial,
7 administrative, or arbitral proceeding for any purpose or with respect to any
8 issue, substantive or procedural; and
- 9 3. None of the Parties to this Settlement will be deemed to have waived any
10 claims, objections, defenses, or arguments in the Action, including with
11 respect to the issue of class certification.

12 G. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants
13 shall bear the sole responsibility for any cost to issue or reissue any curative notice to
14 the Settlement Class Members and all Settlement Administration Costs incurred to the
15 date of nullification.

16 H. Certification of the Class. The Parties agree to stipulate to class certification, for
17 purposes of settlement only, as to the Class defined above and related to the Released
18 Class Claims. This Agreement is made solely for the purpose of compromising
19 disputed claims and avoiding the time, expense, and uncertainty of litigation. It is
20 expressly understood and agreed that nothing contained in the agreement shall
21 constitute or be treated as an admission of any wrongdoing or liability on the part of
22 Defendants or any of the Released Parties. In the event that this Settlement is not
23 approved by the Court, fails to become effective, or is reversed, withdrawn or modified
24 by the Court, or in any way prevents or prohibits Defendants from obtaining a complete
25 resolution of the Released Class Claims and Released PAGA Claims, the conditional
26 class certification (obtained for any purpose) shall be void *ab initio* and of no force or
27 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding
28 for any purpose or with respect to any issue, substantive or procedural.

1 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or Aggrieved Employees are
3 not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or Aggrieved Employees understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
7 Employee Payment described and will be solely responsible for any penalties or other
8 obligations resulting from their personal tax reporting of Individual Settlement
9 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
10 Payment.

11 J. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
12 the "acknowledging party" and each Party to this Agreement other than the
13 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
14 of this Agreement, and no written communication or disclosure between or among the
15 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
16 such communication or disclosure constitute or be construed or be relied upon as, tax
17 advice within the meaning of United States Treasury Department circular 230 (31 CFR
18 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
19 her or its own, independent legal and tax counsel for advice (including tax advice) in
20 connection with this Agreement, (b) has not entered into this Agreement based upon
21 the recommendation of any other Party or any attorney or advisor to any other Party,
22 and (c) is not entitled to rely upon any communication or disclosure by any attorney
23 or adviser to any other party to avoid any tax penalty that may be imposed on the
24 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
25 any limitation that protects the confidentiality of any such attorney's or adviser's tax
26 strategies (regardless of whether such limitation is legally binding) upon disclosure by
27 the acknowledging party of the tax treatment or tax structure of any transaction,
28 including any transaction contemplated by this Agreement.

1 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
2 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting
3 Preliminary Approval and supporting papers, which shall include this Settlement
4 Agreement. Plaintiffs will provide Defendants with a draft of the Motion at least three
5 (3) business days prior to the filing of the Motion to give Defendants an opportunity
6 to review and comment upon the Motion.

7 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
8 establishing and administering the QSF; calculating, processing and mailing payments
9 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
10 mailing the Notice Packets to the Class Members as directed by the Court; receiving
11 and reporting the objections and requests for exclusion; calculating, deducting and
12 remitting all legally required taxes from Individual Settlement Payments and
13 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
14 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
15 individual shares of the Aggrieved Employee Payment; processing and mailing tax
16 payments to the appropriate state and federal taxing authorities; providing
17 declaration(s) as necessary in support of preliminary and/or final approval of this
18 Settlement; and other tasks as the Parties mutually agree or the Court orders the
19 Settlement Administrator to perform. The Settlement Administrator shall keep the
20 Parties timely apprised of the performance of all Settlement Administrator
21 responsibilities by among other things, sending a weekly status report to the Parties'
22 counsel stating the date of the mailing, the number of opt outs from the Settlement it
23 receives (including the numbers of valid and deficient), and number of objections
24 received.

25 M. Notice Procedure.

- 26 1. Class Data. No later than thirty (30) days after execution of the Parties' Long
27 Form Settlement Agreement, Defendants will provide the Settlement
28 Administrator with the Class Data in order to ensure the Settlement

1 Administrator has sufficient time to prepare a declaration prior to the filing of
2 the motion for Preliminary Approval, and for purposes of preparing and
3 mailing Notice Packets to the Class Members.

4 2. Notice Packets.

- 5 a) The Notice Packet shall contain the Notice of Class Action Settlement
6 in a form substantially similar to the form attached as **Exhibit A**. The
7 Notice of Class Action Settlement shall inform Class Members and
8 Aggrieved Employees that they need not do anything in order to
9 receive an Individual Settlement Payment and/or Aggrieved
10 Employees' individual shares of the Aggrieved Employee Payment
11 and to keep the Settlement Administrator apprised of their current
12 mailing address, to which the Individual Settlement Payments and/or
13 Aggrieved Employees' individual shares of the Aggrieved Employee
14 Payment will be mailed following the Funding Date. The Notice of
15 Class Action Settlement shall set forth the release to be given by all
16 members of the Class who do not request to be excluded from the
17 Settlement Class and/or Aggrieved Employees in exchange for an
18 Individual Settlement Payment and/or Aggrieved Employees'
19 individual shares of the Aggrieved Employee Payment, the number of
20 Workweeks worked by each Class Member during the Class Period,
21 and number of PAGA Periods worked by each Aggrieved Employee
22 during the PAGA Period, if any, and the estimated amount of their
23 Individual Settlement Payment if they do not request to be excluded
24 from the Settlement and each Aggrieved Employees' share of the
25 Aggrieved Employee Payment, if any. The Settlement Administrator
26 shall use the Class Data to determine Class Members' Workweeks and
27 PAGA Pay Periods. The Notice will also advise the Aggrieved
28 Employees that they will release the Released PAGA Claims and will

1 receive their share of the Aggrieved Employee Payment regardless of
2 whether they request to be excluded from the Settlement.

3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

9 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
10 Settlement Administrator will perform a search based on the National Change
11 of Address Database to update and correct any known or identifiable address
12 changes. No later than twenty-one (21) calendar days after preliminary
13 approval of the Settlement, the Settlement Administrator shall mail copies of
14 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
15 electronic mail. The Settlement Administrator shall exercise its best judgment
16 to determine the current mailing address for each Class Member. The address
17 identified by the Settlement Administrator as the current mailing address shall
18 be presumed to be the best mailing address for each Class Member.

19 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
20 Administrator as non-delivered on or before the Response Deadline shall be
21 re-mailed to any forwarding address provided within seven (7) days of
22 receiving the returned notice. If no forwarding address is provided, the
23 Settlement Administrator shall promptly attempt to determine a correct
24 address by lawful use of skip-tracing, or other search using the name, address
25 and/or Social Security number of the Class Member involved, and shall then
26 perform a re-mailing, if another mailing address is identified by the Settlement
27 Administrator. In addition, if any Class Member who is currently employed
28 by Defendants, is returned to the Settlement Administrator, as non-delivered

1 and no forwarding address is provided, the Settlement Administrator shall
2 notify Defendants. Defendants will request that the currently employed Class
3 Member provide a corrected address and transmit to the Settlement
4 Administrator any corrected address provided by the Class Member. Class
5 Members who received a re-mailed Notice Packet shall have their Response
6 Deadline extended fifteen (15) days from the original Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will
8 have the opportunity, should they disagree with Defendants' records regarding
9 the start and end dates of employment, to provide documentation and/or an
10 explanation to show contrary dates. If there is a dispute, the Settlement
11 Administrator will consult with Defendants' Counsel in an attempt to resolve
12 any such challenges. The Settlement Administrator shall determine the
13 eligibility for, and the amounts of, any Individual Settlement Payments under
14 the terms of this Agreement. The Settlement Administrator's determination
15 of the eligibility for and amount of any Individual Settlement Payment shall
16 be final and not appealable or otherwise susceptible to challenge by the Class
17 Member and the Parties.

18 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
19 by the Settlement Administrator concerning the administration of the
20 Settlement will be resolved by the Court under the laws of the State of
21 California. Before any such involvement of the Court, counsel for the Parties
22 will confer in good faith to resolve the disputes without the necessity of
23 involving the Court.

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a signed copy of the Request for Exclusion form
27 to the Settlement Administrator by the Response Deadline. A Request for
28 Exclusion form will be mailed together with the Notice Packet to all Class

Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Release by the PAGA Class as set forth herein. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted timely Requests for Exclusion. Defendants retain the right, in the exercise of its sole discretion, to nullify the settlement within twenty-one (21) days after expiration of the exclusion period, if five percent (5%) or more of Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection

(“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

N. Allocation of the Gross Settlement Amount.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add 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 Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member’s

1 estimated Individual Settlement Payments. Each Individual Settlement
2 Payment will be reduced by any legally mandated employee tax withholdings
3 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
4 Members who submit valid and timely requests for exclusion will be
5 redistributed to Settlement Class Members who do not submit valid and timely
6 requests for exclusion on a pro rata basis based on their respective Payment
7 Ratios.

8 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
9 Class Data, the Settlement Administrator shall add up the total number of
10 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
11 The respective PAGA Pay Periods for each Aggrieved Employee will be
12 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
13 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
14 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
15 Aggrieved Employee Payment to calculate each Aggrieved Employee’s
16 estimated share of the Aggrieved Employee Payment.

17 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
18 Settlement Payments shall be allocated and treated as 30% wages (“Wage
19 Portion”) and 70% penalties and interest (“Penalties and Interest Portion”).
20 The Wage Portion of the Individual Settlement Payments shall be reported on
21 IRS Form W-2 and the Penalties and Interest Portion of the Individual
22 Settlement Payments shall be reported on IRS Form 1099-MISC issued by the
23 Settlement Administrator.

24 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
25 Employee Settlement Payments shall be allocated and treated as 100%
26 penalties and interest and shall be reported on IRS Form 1099-MISC.

27 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
28 individual shares of the PAGA Payment made to Settlement Class Members

1 and/or Aggrieved Employees under this Settlement Agreement, as well as any
2 other payments made pursuant to this Settlement Agreement, will not be
3 utilized to calculate any additional benefits under any benefit plans to which
4 any Class Members may be eligible, including, but not limited to profit-
5 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
6 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
7 Parties' intention that this Settlement Agreement will not affect any rights,
8 contributions, or amounts to which any Class Members may be entitled under
9 any benefit plans.

10 6. All monies received by Settlement Class Members under the Settlement which
11 are attributable to wages shall constitute income to such Settlement Class
12 Members solely in the year in which such monies are received by the Settlement
13 Class Members. It is the intent of the Parties that Individual Settlement
14 Payments and individual shares of the PAGA Payment provided for in this
15 Settlement agreement are the sole payments to be made by Defendants to
16 Settlement Class Members and/or Aggrieved Employees in connection with this
17 Settlement Agreement, with the exception of Plaintiffs, and that the Settlement
18 Class Members and/or Aggrieved Employees are not entitled to any new or
19 additional compensation or benefits as a result of having received the Individual
20 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

21 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
22 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
23 and/or Aggrieved Employees' last known mailing address no later than fifteen
24 (15) business days after the Funding Date.

25 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
26 Employees shall remain valid and negotiable for one hundred and eighty (180)
27 days from the date of their issuance. If a Settlement Class Member and/or
28 Aggrieved Employees does not cash his or her settlement check within ninety

(90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employees to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employees' individual share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the State Controller's Unclaimed Property Fund in the name of the Class Member who did not claim the funds.

9. Service Award. In addition to the Individual Settlement Payments and their individual share of the Aggrieved Employee Payment, Plaintiff Jackson will apply to the Court for an award of not more than \$12,500.00, and Plaintiff Espinosa will apply to the Court for an award of not more than \$10,000.00, as their respective Service Awards. Defendants will not oppose a Service Award of not more than \$12,500.00 for Plaintiff Jackson and \$10,000.00 for Plaintiff Espinosa. The Settlement Administrator shall pay the Service Awards, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiffs from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiffs for their Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Awards and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall

1 not be conditioned on Court approval of the requested amounts of the Service
2 Awards. If the Court reduces or does not approve the requested Service
3 Awards, Plaintiffs shall not have the right to revoke the Settlement, and it will
4 remain binding.

5 10. Class Counsel Award. Defendants understand, and will not oppose, a motion
6 for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount
7 currently estimated to be Six Hundred Thousand Dollars and Zero Cents
8 (\$600,000.00) **and** Attorneys' Expenses supported by declaration not to
9 exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). Any
10 awarded Class Counsel Award shall be paid from the Gross Settlement
11 Amount. Any portion of the requested Attorneys' Fees and/or Attorneys'
12 Expenses that are not awarded to Class Counsel shall be part of the Net
13 Settlement Amount and shall be distributed to Settlement Class Members as
14 provided in this Agreement. The Settlement Administrator shall allocate and
15 pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount
16 no later than fifteen (15) calendar days after the Funding Date. Class Counsel
17 shall be solely and legally responsible to pay all applicable taxes on the
18 payment made pursuant to this paragraph. The Settlement Administrator shall
19 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
20 pursuant to this paragraph. If the Court reduces or does not approve the
21 requested Attorneys' Fees, Plaintiffs and Class Counsel shall not have the
22 right to revoke the Settlement, or to appeal such order, and the Settlement will
23 remain binding.

24 11. PAGA Payment. One Hundred Thousand Dollars and Zero Cents
25 (\$100,000.00) shall be allocated from the Gross Settlement Amount for
26 settlement of claims for civil penalties under the Private Attorneys General
27 Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay
28 seventy-five percent (75%) of the PAGA Payment (\$75,000.00) to the

1 California Labor and Workforce Development Agency no later than fifteen
2 (15) calendar days after the Effective Date (hereinafter “LWDA Payment”).
3 Twenty-five percent (25%) of the PAGA Payment (\$25,000.00) will be
4 distributed to the Aggrieved Employees as described in this Agreement
5 (hereinafter “Aggrieved Employee Payment”). For purposes of distributing
6 the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee
7 shall receive their pro-rata share of the Aggrieved Employee Payment using
8 the PAGA Payment Ratio as defined above.

9 12. Settlement Administration Costs. The Settlement Administrator shall be paid
10 for the costs of administration of the Settlement from the Gross Settlement
11 Amount. The estimate of the Settlement Administration Costs is \$19,750.00.
12 The Settlement Administrator shall be paid the Settlement Administration
13 Costs no later than fifteen (15) calendar days after the Effective Date.

14 O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
15 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
16 twenty-eight (28) days following the expiration of the Response Deadline, which
17 motion shall request final approval of the Settlement and a determination of the
18 amounts payable for the Service Award, the Class Counsel Award, the PAGA
19 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendants
20 with a draft of the Motion at least three (3) business days prior to the filing of the
21 Motion to give Defendants an opportunity to propose changes or additions to the
22 Motion.

23 1. Declaration by Settlement Administrator. No later than seven (7) days after
24 the Response Deadline, the Settlement Administrator shall submit a
25 declaration in support of Plaintiff’s motion for final approval of this
26 Settlement detailing the number of Notice Packets mailed and re-mailed to
27 Class Members, the number of undeliverable Notice Packets, the number of
28 timely requests for exclusion, the full names of any Class Members who opt

1 out of the Settlement, the number of objections received, the amount of the
2 average, lowest, and highest Individual Settlement Payments, the amount of
3 the average, lowest, and highest Aggrieved Employee Payments, the
4 Settlement Administration Costs, and any other information as the Parties
5 mutually agree or the Court orders the Settlement Administrator to provide.

6 2. Final Approval Order and Judgment. Class Counsel shall present an Order
7 Granting Final Approval of Class Action Settlement to the Court for its
8 approval, and Judgment thereon, at the time Class Counsel files the Motion
9 for Final Approval.

10 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
11 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
12 Final Approval, including the Order Granting Final Approval of Class Action
13 Settlement, and Judgment at least three (3) business days in advance of filing with the
14 Court. The Parties and their counsel will cooperate with each other and use their best
15 efforts to affect the Court's approval of the Motions for Preliminary and Final
16 Approval of the Settlement, and entry of Judgment.

17 O. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts to implement the Settlement.

19 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
20 except such proceedings necessary to implement and complete the Settlement, pending
21 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

22 Q. Amendment or Modification. This Agreement may be amended or modified only by
23 a written instrument signed by counsel for all Parties or their successors-in-interest.

24 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
25 Agreement among these Parties, and no oral or written representations, warranties or
26 inducements have been made to any Party concerning this Agreement or its Exhibit
27 other than the representations, warranties and covenants contained and memorialized
28 in this Agreement and its Exhibit.

- 1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendants represents and warrants that he/she is
7 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and
8 warrant that they are authorized to sign this Agreement and that they have not assigned
9 any claim, or part of a claim, covered by this Settlement to a third-party.
- 10 T. No Public Comment: The Parties and their counsel agree that they will not issue any
11 press releases, initiate any contact with the press, respond to any press inquiry, or have
12 any communication with the press about the fact, amount, or terms of the Settlement
13 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
14 of its terms for any marketing or promotional purposes. Nothing herein will restrict
15 Class Counsel from including publicly available information regarding this settlement
16 in future judicial submissions regarding Class Counsel's qualifications and experience.
17 Further, Class Counsel will not include, reference, or use the Settlement Agreement
18 for any marketing or promotional purposes, either before or after the Motion for
19 Preliminary Approval is filed.
- 20 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
21 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 22 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
23 shall be governed by and interpreted according to the laws of the State of California.
- 24 W. Counterparts. This Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them shall be deemed to be one and the same
26 instrument provided that counsel for the Parties to this Agreement shall exchange
27 among themselves copies or originals of the signed counterparts.
- 28

- 1 X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
2 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant
4 factors, present and potential.
- 5 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
6 respect to the interpretation, implementation, and enforcement of the terms of this
7 Agreement and all orders and judgments entered in connection therewith, and the
8 Parties and their counsel submit to the jurisdiction of the Court for purposes of
9 interpreting, implementing and enforcing the settlement and all orders and judgments
10 entered in connection with this Agreement.
- 11 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.
- 15 AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently
16 intend to pursue any claims against the Released Parties, including, but not limited to,
17 any and all claims relating to or arising from Plaintiffs' employment with Defendants,
18 regardless of whether Class Counsel is currently aware of any facts or legal theories
19 upon which any claims or causes of action could be brought against Released Parties,
20 including those facts or legal theories alleged in the operative complaint in this Action.
21 The Parties further acknowledge, understand, and agree that this representation is
22 essential to the Agreement and that this Agreement would not have been entered into
23 were it not for this representation.
- 24 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
25 certification for purposes of this settlement only.
- 26 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
27 Released Class Claims and Released PAGA Claims have merit and give rise to liability
28 on the part of Defendants. Defendants claim that the Released Class Claims and

Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: 09/04/2025


RAHMIEZ JACKSON

DATED: 09/04/2025


ALONDRA MANZO ESPINOSA

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____


GNC HOLDINGS LLC

GREGORY GUINTO
Printed Name

SVP, GENERAL COUNSEL
Title

DATED: _____


GNC LIVE WELL LLC

GREGORY GUINTO
Printed Name

SVP, GENERAL COUNSEL
Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: 09/04/25

JCL LAW FIRM, A.P.C.

4 By: 

5 Attorneys for Plaintiffs and the Settlement Class
6 Members

7
8 DATED: 09/04/25

ZAKAY LAW GROUP, APLC

9 By: 

10 Attorneys for Plaintiffs and the Settlement Class
11 Members

12
13 DATED: 09/04/2025

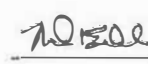
KING & SIEGEL LLP

14 By: 

15 Attorneys for Plaintiffs and the Settlement Class
16 Members

17
18 DATED: 09/04/2025

BARAHMAND LAW GROUP

19 By: 

20 Attorneys for Plaintiffs and the Settlement Class
21 Members

22
23 DATED: 09/12/2025

LITTLER MENDELSON, P.C.

24 By: 

25 Sophia B. Collins, Esq.
26 Nathaniel H. Jenkins, Esq.
27 Attorneys for Defendants
28

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

**(Rahmeez Jackson, et al. v. GNC Holdings LLC, et al., Sacramento County Superior Court Case No.
24CV000627)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement . Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Sacramento (the “Court”) has been reached between Plaintiffs Rahmeez Jackson (“Plaintiff Jackson”) and Alondra Manzo Espinosa (“Plaintiff Espinosa”) (collectively, “Plaintiffs”) and Defendants GNC Holdings LLC and GNC Live Well LLC (collectively, “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

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

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 16, 2024, Plaintiff Jackson filed a Class Action complaint in the Sacramento Superior Court, Case No. 24CV000627 (“Jackson Action”), alleging claims for: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage

Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (7) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; and (8) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 And 203. On January 12, 2024, Plaintiff Jackson filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On March 25, 2024, Plaintiff Jackson filed a separate representative action in Sacramento Superior Court, Case No. 24CV005741, for a single cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et. seq.* (“Jackson PAGA Action”). On June 25, 2024, the Parties stipulated to the filing of a First Amended Complaint in the Action to add a cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et. seq.* On June 27, 2024, Plaintiff Jackson filed a First Amended Complaint adding a ninth cause of action for violations of the Private Attorneys General Act [Labor Code §§ 2698 *et. seq.*]. On July 10, 2024, Plaintiff Jackson filed a dismissal of the Jackson PAGA Action, Case No. 24CV005741, which was then entered by the Court.

On September 17, 2024, Plaintiff Espinosa filed a Class Action complaint (“Espinosa Class Action”) in the Los Angeles Superior Court, case number 24STCV24172, 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 September 17, 2024, Plaintiff Espinosa filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) (“Espinosa PAGA Notice”) and served the same on Defendants. On October 23, 2024, Defendants removed the Espinosa Class Action from the Los Angeles County Superior Court to the Central District of California, Case No. 2:24-CV-09138. The Espinosa Class Action has been or will be subsequently dismissed as a result of this Settlement.

Prior to the filing of Plaintiffs’ motion for preliminary approval, Plaintiffs filed the operative Second Amended Complaint in the Jackson Class Action, which is referred to herein as the “Action”, and adds Plaintiff Espinosa as a plaintiff and asserts all facts, theories, and alleged Labor Code violations, as alleged in the Espinosa Class Action and Espinosa PAGA Notice.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representatives are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On March 26, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator’s settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC; Zakay Law Group, APLC; King & Seigel LLP; and Barahmand Law Group to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of One Million, Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$19,750.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys’ fees of no more than 1/3 of the Gross Settlement Amount (currently \$600,000.00) and actually incurred litigation expenses of not more than \$35,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Service Awards. Service Awards totaling Twenty-Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) distributed to each of the Plaintiffs in the following amounts: up to Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) to Plaintiff Jackson, and up to Ten Thousand Dollars and Zero Cents to Plaintiff Espinosa (\$10,000.00) or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$100,000.00 relating to Plaintiffs’ claim under the Private Attorneys General Act (“PAGA”), \$75,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$25,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Individual Settlement Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendants’ records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendants in California at any time during the period from January 12, 2023, through June 24, 2025 (“PAGA Period”).

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a

payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Thirty percent (30%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Seventy percent (70%) of each Individual Settlement Payment is allocated to penalties and interest (“Penalties and Interest Portion”). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099-MISC for the Penalties and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099-MISC for such payment. Neither Class Counsel nor Defendants’ counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, the Released Parties shall be entitled to a release from the Settlement Class Members as follows: All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release, waive, discharge and settle all claims, rights, demands, liabilities, and causes of action throughout the Class Period, whether known or unknown, arising from the same set of operative facts, allegations and assertions as those alleged in the operative complaint, including those claims which could have been asserted based on the facts alleged in the operative complaints, which, without limitation, includes: (a) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 204, 223, 226.7, 512, 1198, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (b) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 204, 223, 226.7, 512, 1198; IWC Wage Order No. 1-2001, § 12); (c) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate “all hours worked” (see Cal Labor Code §§ 223, 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (d) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (e) Failure to timely pay wages during employment (see Labor Code § 204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); (h) Failure to reimburse business expenses (see Labor Code § 2800-2802); and (j) any unfair business practices with respect to claims arising from the labor code violations released herein (see Bus. and Prof. Code § 17200, et seq.), and expressly excluding 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.

Released PAGA Claims: Upon entry of final judgment and funding of the Gross Settlement Amount, the Released Parties shall be entitled to a release from the Plaintiffs and the State of California as follows: All Alleged Aggrieved Employees and the LWDA and interests held by the state of California are 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 Complaints and the PAGA Notice, including, (a) Failure to provide or pay premium payments for meal periods (see Labor Code §§ 204, 223, 226.7, 512, 1198, 1194, 1197; IWC Wage Order No. 1-2001, § 11); (b) Failure to authorize and permit or pay premium payments for rest periods (see Labor Code §§ 204, 223, 226.7, 512, 1198; IWC Wage Order No. 1-2001, § 12); (c) any and all claims involving any alleged failure to pay minimum wage, overtime, or other amounts of wages for failing to compensate “all hours worked” (see Cal Labor Code §§ 223, 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§ 3-4); (d) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-203); (e) Failure to timely pay wages during employment (see Labor Code § 204); (f) Failure to provide accurate, itemized wage statements (see Labor Code § 226(a)); and (h) Failure to reimburse business expenses (see Labor Code § 2800-2802), and expressly excluding 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.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendants’ records reflect that you have <<____>> Workweeks worked during the Class Period (October 30, 2020 through June 24, 2025).

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants’ records reflect that you have <<____>> pay periods worked during the PAGA Period (January 12, 2023 through June 24, 2025).

Based on this information, your estimated Aggrieved Employee Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator’s website at www._____.com.

7. What if I don’t want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.”

If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows. Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Rahmeez Jackson, et al. v. GNC Holdings LLC, et al.*, currently pending in Superior Court of Sacramento, Case No. 24CV000627. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member’s name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rahmeez Jackson, et al. v. GNC Holdings LLC, et al., Sacramento County Superior Court, Case No. 24CV000627.*** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600 San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600 San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
E-Mail: shani@zakaylaw.com

Class Counsel:

Elliot J. Siegel, Esq.
King & Siegel LLP
724 S Spring St Suite 201
Los Angeles, CA 90014
Tel: (213) 693-4275

Class Counsel:

Navid Barahmand, Esq.
Barahmand Law Group
23801 Calabasas Road, Suite 2034
Calabasas, CA 91302

Counsel for Defendants:

Sophia B. Collins, Esq.
Littler Mendelson, P.C.
Treat Towers
1255 Treat Boulevard, Suite 600

Counsel for Defendants:

Nathaniel H. Jenkins, Esq.
Littler Mendelson, P.C.
500 Capitol Mall, Suite 2000
Sacramento, CA 95814

Tel: (818) 574-3355

Walnut Creek, CA 94597

Tel: (925) 932-2468

Fax: (925) 946-9809

E-Mail: scollins@littler.com

Tel: (916) 830-7200

Fax: (916) 561-0828

E-Mail: njenkins@littler.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Sacramento County Superior Court, Department 23, located at 720 Ninth Street, Sacramento, CA 95814 before Judge Jill Talley. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Rahmeez Jackson, et al. v. GNC Holdings LLC, et al., Sacramento County Superior Court, Case No. 24CV000627***, Settlement Administrator, 18 Technology Drive, Suite 154, Irvine, CA 92618 c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www._____.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

///

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegueda v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP

Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA

Status	In Litigation
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20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
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Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification

Status	Settled
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57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime

Status	Settled
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72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA

Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various

Status	Settled
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117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay
Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks

Status	Settled
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132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate
Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock

Status	In Litigation
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147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5
Status	Settled

EXHIBIT 4

Activities Export

01/16/2026

11:10 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/26/2023		Alameda SC Dismissal Order Unbilled	66601-Jackson Jackson v. GNC Holdings	Admin Zakay	1.00	\$5.50	-	\$5.50
01/16/2024		PAGA Filing Fee Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$75.00	-	\$75.00
01/23/2024		Knox - Filing, Document Prep, Fees Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$573.85	-	\$573.85
01/30/2024		Court's Complex Fee Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$1,000.00	-	\$1,000.00
02/21/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$18.43	-	\$18.43
02/26/2024		Knox - Document Prep and Concurrent Service Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$61.55	-	\$61.55
02/26/2024		Knox - Service of Process and Document Prep Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$123.55	-	\$123.55
02/26/2024		Knox - Concurrent Service and Document Prep Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$61.55	-	\$61.55
03/26/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$466.26	-	\$466.26
06/07/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$39.02	-	\$39.02
							\$0.00 0.00h	\$15,065.09 0.00h

Activities Export

01/16/2026

11:10 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/26/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$39.02	-	\$39.02
06/28/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$18.43	-	\$18.43
07/11/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$18.43	-	\$18.43
08/09/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$18.43	-	\$18.43
10/08/2024		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$40.73	-	\$40.73
11/05/2024		Ortman Mediation - Mediation Fee Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$7,500.00	-	\$7,500.00
04/07/2025		Berger Consulting Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$4,792.50	-	\$4,792.50
04/11/2025		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
05/28/2025		One Legal - Order No. 25470824 Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$42.80	-	\$42.80
06/12/2025		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
07/30/2025		One Legal Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$42.80	-	\$42.80
08/21/2025		One Legal - Order No. 26114329	66601-Jackson	Shani	1.00	\$21.11	-	\$21.11
							\$0.00 0.00h	\$15,065.09 0.00h

Activities Export

01/16/2026
11:10 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Jackson v. GNC Holdings	Zakay				
09/30/2025	One Legal Unbilled		66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
10/17/2025	One Legal Unbilled		66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$42.80	-	\$42.80
							\$0.00 0.00h	\$15,065.09 0.00h