

ZAKAY LAW GROUP, APLC

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(Additional Counsel on Next Page)

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 FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, APPROVAL OF CLASS
COUNSEL AWARD AND SERVICE
AWARDS**

Date: October 23, 2026

Time: 9:00 a.m.

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

1 **KING & SIEGEL LLP**

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10 **BARAHMAND LAW GROUP**

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17 Attorneys for PLAINTIFF ESPINOSA

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
6 ESPINOSA (collectively “Plaintiffs” or “Class Representatives”) in this wage and hour class and
7 PAGA action filed against Defendants GNC HOLDINGS LLC and GNC LIVE WELL LLC
8 (“Defendants”).

9 2. This declaration is being submitted in support of Plaintiffs’ Motion for Final
10 Approval of Class Action and PAGA Settlement and approval of Class Counsel Award and Service
11 Awards.

12 3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed
13 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (the
14 “Agreement”).

15 4. Attached hereto as **Exhibit “2”** is a true and correct copy of the May 19, 2026,
16 Preliminary Approval Order.

17 5. Attached hereto as **Exhibit “3”** is a true and correct copy of the Zakay Law Group,
18 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
19 been appointed Class Counsel.

20 6. Attached hereto **Exhibit “4”** is a true and correct copy of the January 16, 2026, proof
21 of filing the proposed Settlement with the LWDA.

22 7. Attached hereto as **Exhibit “5”** is a true and correct copy of the September 29, 2026,
23 proof of filing this motion seeking final approval of this Settlement with the LWDA.

24 8. Attached hereto as **Exhibit “6”** is a true and correct copy of the Zakay Law Group,
25 APLC’s Cost Summary detailing the Zakay Law Group, APLC’s actually incurred litigation
26 expenses for this matter as of September 29, 2026. As shown in detail in the attached Cost
27 Summary, the Zakay Law Group, APLC, incurred a total of \$15,670.44 in litigation costs
28

1 prosecuting this action. These costs are exclusive of the costs incurred by co-counsel JCL Law
2 Firm, APC, King & Siegel LLP and Barahmand Law Group.

3 9. Attached hereto as **Exhibit “7”** is a true and correct copy of the time and billing
4 journal detailing Zakay Law Group, APLC’s total hours and fees for this matter as of September
5 29, 2026. Each entry was made contemporaneously and in the ordinary course of the Zakay Law
6 Group, APLC’s usual course of business. The attached shows that the Zakay Law Group, APLC
7 billed a total of 205.4 hours for a total of \$142,935.00 in successfully litigating this action.

8 **I. INTRODUCTION**

9 10. An objective evaluation of the proposed settlement of \$1,800,000.00 (“Gross
10 Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable,
11 and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations,
12 between experienced counsel, guided by the wisdom and experience of Tripper Ortman, Esq., an
13 experienced mediator of wage and hour class and PAGA actions.

14 **II. OVERVIEW OF THE LITIGATION**

15 11. Defendants operate a chain of health and fitness retail stores in California, including
16 in Sacramento County

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

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

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

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

19 16. On September 17, 2024, Plaintiff Espinosa filed a Class Action complaint in the Los
20 Angeles Superior Court, Case No. 24STCV24172 (the “*Espinosa Action*”), alleging claims for: (1)
21 Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal
22 Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay Reporting Time Wages; (6) Failure
23 to Provide and Maintain Complete and Accurate Wage Statements; (7) Failure to Reimburse
24 Necessary Business Expenses; and (8) Violation of California Business & Professions Code §§
25 17200, et seq. On the same day, Plaintiff Espinosa filed a Notice of Violations with the LWDA and
26 served the same on Defendants. On October 23, 2024, Defendants removed the Espinosa Action to
27 the United States District Court, Central District of California, Case No. 2:24-CV-09138.

1 17. On March 26, 2025, the Parties participated in mediation presided by Tripper
2 Ortman, Esq., an experienced mediator of wage and hour class and PAGA actions. Following the
3 mediation, the Parties accepted a Mediator's settlement proposal, which was subsequently
4 memorialized in the form of a Memorandum of Understanding.

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

8 19. In an order dated May 19, 2026, this Court preliminarily approved a Gross Settlement
9 Amount of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) based
10 on a total of an estimated 120,030 Workweeks worked by the Class during the Class Period. Upon
11 the Settlement Administrator's review of Defendants' data, it was determined that there were
12 123,664 Workweeks during the Class Period.

13 20. Subject to Court approval, Class Counsel shall seek a payment of attorneys' fees and
14 expenses in the amount of \$630,355.40, comprised of attorneys' fees equal to one-third of the Gross
15 Settlement Amount, or Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) and
16 \$30,355.40 for actually incurred litigation expenses. Class Counsel is to split the fees as follows:
17 42.5% to JCL Law Firm, APC, 42.5% to Zakay Law Group, APLC, 7.5% to King & Siegel LLP,
18 and 7.5% to Barahmand Law Group. Plaintiffs have consented in writing to the fee split.

19 **III. THE SETTLEMENT BEFORE THE COURT**

20 21. The Settlement is fair, adequate, and reasonable to the Class and should be granted
21 final approval. Given the complexities of this case, the defenses asserted, the uncertainty of class
22 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is
23 fair, reasonable, and adequate, and should be granted final approval.

24 **IV. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

25 22. As detailed in the motion for preliminary approval, Class Counsel thoroughly
26 investigated the proposed Class Members' claims, applicable law, and potential defenses.
27 Specifically, Class Counsel assessed the value of the class claims using data and documents
28 provided by Defendants through informal discovery. Defendants produced 49.1% of the payroll

1 data, equaling data for 1,317 Class Members and pages of relevant documents including the Time
2 of Hire Pamphlet and GNC Live Well's employment handbook detailing Defendants' policies and
3 procedures, including meal and rest break and sick pay policies, as well as descriptions of various
4 job titles, and Plaintiff Jackson's paystub details. In all, Class Counsel analyzed over 9,500,000
5 unique cells of data and 273 pages of documents. Class Counsel retained BCG to analyze
6 Defendants' time and payroll data to formulate damage models estimating Defendants' liability
7 exposure. Class Counsel's investigation, research, experience, and damage model informed and
8 guided the mediated negotiations that resulted in this settlement.

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

12 24. Class Counsel in this matter has extensive class action experience in multiple fields
13 and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated
14 similar wage and hour class actions involving similar claims. Class Counsel has been approved as
15 class counsel in similar wage and hour class actions throughout the State of California. As such,
16 courts throughout California have deemed Class Counsel experienced and knowledgeable in this
17 area of law. Class Counsel has participated in every aspect of the settlement discussions and has
18 concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

19 25. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
20 correct copy of which is attached hereto as **Exhibit 3**. Some of the major cases my firm has
21 undertaken are also set forth in **Exhibit 3**. I have had class litigation experience, mostly in the area
22 of employment class actions, unfair business practices, and other complex litigation. I have
23 experience in cases involving labor code violations and wage and hour claims. I have litigated
24 similar wage and hour cases against other employers on behalf of employees. I have been approved
25 as experienced class counsel in courts throughout California. It is this level of experience which
26 enabled my firm to undertake the instant matter and to successfully combat the resources of the
27 defendants and its capable and experienced counsel.

28 26. Although Plaintiffs and Class Counsel believe that this case has merit, they

1 recognized the potential risks both sides would face if litigation of this action continued.

2 27. With respect to the most immediate challenge, i.e., class certification, the risks
3 attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-*
4 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and
5 remanded a \$110 million judgment against an employer for, *inter alia*, inaccurately paying
6 overtime, and directed the trial court to enter judgment in favor of the employer. Consequently,
7 the uncertainty of obtaining certification through a contested motion is a significant risk factor
8 favoring settlement.

9 28. Although Plaintiffs are confident about the strength of their claims, Plaintiffs
10 nevertheless recognize that Defendants have factual and legal defenses that, if successful, would
11 potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage
12 and hour litigation can drastically affect the value of Plaintiffs' claims and, in fact, already has.

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

24 30. The Gross Settlement Amount of \$1,800,000.00 in this case is fair and well within
25 the range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross
26 Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being
27 settled and the various potential impediments to recovery. Class Counsel developed varied
28 economic damages models measuring Defendants' liability exposure while accounting for the

1 uncertainties of continued litigation. The various models were informed by Class Counsel's
2 investigation, including the analysis of a significant sample of time and payroll data. As detailed
3 in greater depth during the preliminary approval process, Class Counsel projected a range of
4 Defendants' liability exposure for the claims asserted on behalf of the Class. The Gross Settlement
5 Amount represents approximately 28.9% of Defendants' class-wide liability exposure as estimated
6 by Class Counsel at the time of mediation.

7 **V. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004**
8 **ARE REASONABLE**

9 31. Here, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the
10 amount of \$100,000.00 which is 5.5% of the Gross Settlement Amount. This amount falls well
11 within the range of approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment
12 (\$75,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five
13 percent (25%) of the PAGA Payment (\$25,000.00) to be distributed to the Aggrieved Employees,
14 which is within the range of PAGA Payment approved by courts and should be approved.

15 **VI. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS**

16 32. As of September 29, 2026, Zakay Law Group, APLC incurred a total lodestar of
17 \$142,935.00 for 205.4 hours worked by attorneys successfully litigating this matter. I have reviewed
18 my firm's lodestar in this matter and believe the charges are reasonable and were reasonably
19 necessary to the conduct of the case. Detailed time and billing journals for the Zakay Law Group,
20 APLC are attached hereto as **Exhibit "7"**.

21 33. Additionally, the attorneys and staff at co-counsel the JCL Law Firm, APC worked
22 a total of 76.2 hours successfully prosecuting this action for a lodestar of \$60,210.00. A true and
23 correct copy of the JCL Law Firm, APC time and billing entries is attached to the Declaration of
24 Jean-Claude Lapuyade, Esq. filed concurrently herewith.

25 34. The attorneys at co-counsel King & Siegel LLP worked a total of 31.8 hours
26 successfully prosecuting this action for a lodestar of \$29,480.00. See Declaration of Elliot J. Siegel,
27 Esq., filed concurrently herewith.

1 35. The attorneys at co-counsel Barahmand Law Group worked a total of 55.5 hours
2 successfully prosecuting this action for a lodestar of \$23,587.50. See Declaration of Navid
3 Barahmand, Esq., filed concurrently herewith.

4 36. Collectively, Class Counsel spent a total of 368.9 hours successfully litigating this
5 matter for a total combined lodestar of \$256,212.50 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
Zakay Law Group, APLC	205.4	\$142,935.00
JCL Law Firm, APC	76.2	\$60,210.000
Barahmand Law Group	55.5	\$23,587.50
King & Siegel LLP	38.1	\$29,480.00
Total	368.9	\$256,212.50

12 37. Further, Class Counsel will be performing additional work, including finalizing the motion
13 for final approval, attending the hearing on final approval, finalizing the orders and judgment, and
14 monitoring completion of the settlement process over the course of several years.

15 38. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a
16 contingent basis. Further, the attorneys' fees of one-third of the Gross Settlement Amount are within
17 the historically recognized range of attorneys' fees awarded in common fund class action settlements
18 – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a
19 multiplier of 2.3. That is well within the recognized multiplier range of between 2 and 4¹. Thus, the
20 reasonableness of the requested attorneys' fees is confirmed by reference to the lodestar with a
21 reasonable multiplier with significant additional work still to be performed.

22 39. The attorneys and staff at the Zakay Law Group, APLC, have been providing extensive class
23 action services throughout state and federal courts in California for several years.

24
25

1 26 See *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2
27 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512
28 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to
4).

1 40. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
2 legal community for similar work and, if this were a commercial matter, these are the charges that
3 would be made and presented to the client. These hourly rates have been approved by Court's
4 throughout California, including the Courts in the Superior Court of California. Finally, the
5 reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the rates
6 of comparable counsel practicing complex and class litigation as detailed in the National Law
7 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S.
8 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for
9 partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
10 compared within 21 other firms practicing in the Southern District of California). This survey is
11 useful to show that Counsel's rates are in line with the comparable rates of the defense counsel that
12 opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin
13 Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel charges rates
14 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
15 counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for
16 associates. Thus, the rates charged by Counsel for comparable work are less than these examples
17 and are therefore undoubtedly reasonable.

18 41. The Agreement provides for payment of Class Counsel's attorneys' fees from the common
19 fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the
20 common fund doctrine. Class Counsel requests attorneys' fees in the amount of \$600,000.00
21 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with
22 many fee awards in similar wage and hour class actions. Moreover, the requested attorneys' fee
23 award is in the middle of historically recognized range of attorneys' fees awarded in common fund
24 settlements.

25 42. As part of the Agreement, the parties agreed that Counsel may seek reimbursement of
26 expenses incurred as documented in Counsel's billing records as part of the award for attorneys'
27 fees and attorneys' expenses. Attached hereto as **Exhibit "6"** is a true and correct copy of the Zakay
28 Law Group, Cost Summary detailing the actually incurred litigation expenses by the Zakay Law

1 Group APLC, for this matter as of September 28, 2026. As shown in detail in the Cost Summary
2 attached as Exhibit “6”, the Zakay Law Group incurred a total of \$17,370.00 in litigation costs
3 prosecuting this action.

4 43. In total, Class Counsel has incurred a total of \$30,055.40 litigating this action plus an
5 anticipated \$300 in additional costs to file this motion and to file a subsequent compliance
6 declaration following the disbursement of funds, for a total of \$30,355.40. The costs incurred by
7 co-counsel JCL Law Firm, APC, King & Siegel LLP, and Barahmand Law Group are included in
8 the declarations of Jean-Claude Lapuyade, Esq., Elliot Siegel, Esq., and Navid Barahmand, Esq.,
9 filed herewith.

10 44. All of Class Counsel’s out-of-pocket expenses are the types of expenses normally charged
11 to paying clients including the following: filing fees; mediation fees; and expert costs, which were
12 all incurred during, and were necessary for the successful prosecution of, the litigation and,
13 therefore, should be reimbursed.

14
15 I declare under the penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct. Executed this 29th day of September 2026, at San Diego, California.

17
18 **ZAKAY LAW GROUP, APLC**

19
20 By: 
21 Shani O. Zakay, Esq.
22 Attorneys for PLAINTIFFS
23
24
25
26
27
28

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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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
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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

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

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

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

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff’s motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of 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

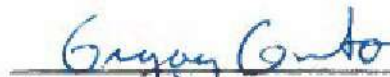

RAHMEEZ JACKSON

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

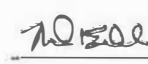
KING & SIEGEL LLP

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

1 **ZAKAY LAW GROUP, APLC**
Shani O. Zakay (State Bar #277924)
2 shani@zakaylaw.com
3 Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
4 Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
5 Eden Zakay (State Bar #339536)
eden@zakaylaw.com
6 Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
7 5440 Morehouse Drive, Suite 3600
8 San Diego, CA 92121
Telephone: (619) 255-9047

9
10 **JCL LAW FIRM, APC**
Jean-Claude Lapuyade (State Bar #248676)
11 jlapuyade@jcl-lawfirm.com
12 5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

13
14 Attorneys for PLAINTIFFS
15 *(Additional Counsel on Next Page)*

16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

17 **IN AND FOR THE COUNTY OF SACRAMENTO**

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

20 Plaintiffs,

21 v.

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

25 Defendants.
26
27
28

Case No.: 24CV000627

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

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

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

1 **KING & SIEGEL LLP**

2 Elliot J. Siegel (Bar No. 286798)

3 elliott@kingsiegel.com

4 Julian Burns King (Bar No. 298617)

5 julian@kingsiegel.com

6 724 South Spring Street, Suite 201

7 Los Angeles, California 90014

8 Telephone: (213) 465-4802

9 Fax: (213) 465-4803

10 **BARAHMAND LAW GROUP**

11 Navid Barahmand (Bar No. 340934)

12 navid@barahmandlaw.com

13 7324 Sepulveda Boulevard, Suite B

14 Van Nuys, CA 91405

15 Telephone: (818) 574-3355

16 Fax: (818) 573-3757

17 Attorneys for PLAINTIFFS

27 ///

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

11 **IT IS HEREBY ORDERED:**

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

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

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendant shall pay is \$1,800,000.00. It appears to the Court on a preliminary basis that the Gross
22 Settlement Amount and terms are fair, adequate, and reasonable as to the entire Settlement Class
23 when balanced against the probable outcome of further litigation relating to certification, liability,
24 and damages issues. It further appears that investigation and research have been conducted such that
25 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to
26 the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
27 avoid the delay and risks that would be presented by the further prosecution of the litigation. It further
28

1 appears that the Agreement has been reached as the result of intensive, serious, and non-collusive
2 arm's-length negotiations.

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

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

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

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

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

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

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

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

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

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

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

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

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

23 16. A final approval hearing shall be held before this Court on 10/23/26 at 10:30 AM
24 in Department 23 of the Sacramento County Superior Court to determine all necessary matters
25 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
26 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
27 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
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1 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
2 to the Settlement Class; and to finally approve the Class Counsel Award, Service Award, and the
3 Settlement Administration Costs. All papers in support of the motion for final approval and the
4 motion for Class Counsel Award and Service Awards shall be filed with the Court and served on all
5 counsel no later than twenty-eight (28) days following the expiration of the Response Deadline.

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

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

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

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

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

8 **IT IS SO ORDERED.**

9
10 Dated: 05/19/2026



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

EXHIBIT 3

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 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

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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

ATTORNEY NICOLE NOURSAMADI 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)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

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 Ocegüera 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
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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
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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

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
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

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

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
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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
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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

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
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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

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
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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

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
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EXHIBIT 4

Liana Rios

From: no-reply@formassembly.com
Sent: Friday, January 16, 2026 5:56 PM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

01/16/2026 05:55:13 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 01/16/2026 05:55:13 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1004676-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C97205c6c0e314ceef4a908de556b8c58%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C639042117576559759%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIsIlAiOiJXaW4zMlslkFOljoitWFlpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=gPIFS8KeEYL6b0DInE60xFvA%2FiF0jHj4RPMLTdhjatw%3D&reserved=0

EXHIBIT 5

EXHIBIT 6

Activities Export

09/29/2026
12:17 PM

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
02/21/2024	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$18.43	-	\$18.43
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
04/11/2025	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
06/12/2025	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
08/21/2025	\$	One Legal - Order No. 26114329 ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
09/30/2025	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$21.11	-	\$21.11
07/07/2026	\$	One Legal - Order No. 28687028 ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Admin Zakay	1.00	\$22.20	-	\$22.20
03/02/2026	\$	Legal Research Fee - UniCourt Invoice No. 925840 ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Admin Zakay	1.00	\$26.00	-	\$26.00
							\$0.00 0.00h	\$15,670.44 0.00h

Activities Export

09/29/2026

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$) ▲	Non-billable (\$)	Billable (\$)
06/07/2024	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$39.02	-	\$39.02
06/26/2024	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$39.02	-	\$39.02
10/08/2024	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$40.73	-	\$40.73
07/30/2025	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$42.80	-	\$42.80
10/17/2025	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$42.80	-	\$42.80
05/28/2025	\$	One Legal - Order No. 25470824 ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$42.80	-	\$42.80
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 - Concurrent Service and Document Prep ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$61.55	-	\$61.55
01/16/2024	\$	PAGA Filing Fee ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$75.00	-	\$75.00
01/20/2026	\$	One Legal – Order No. 27241712 ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Admin Zakay	1.00	\$85.34	-	\$85.34
02/26/2024	\$	Knox - Service of Process and	66601-Jackson	Shani	1.00	\$123.55	-	\$123.55
							\$0.00 0.00h	\$15,670.44 0.00h

Activities Export

09/29/2026

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Document Prep ● Unbilled	Jackson v. GNC Holdings	Zakay				
05/01/2026	\$	Eve (Legal Research) - Invoice No. 20260722-7XRTLS ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Admin Zakay	1.00	\$171.81	-	\$171.81
09/24/2026	\$	Anticipated costs through final distribution: Filing MFA & MFA Compliance decs Close Out (Docket Purchases) ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Admin Zakay	1.00	\$300.00	-	\$300.00
03/26/2024	\$	One Legal ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$466.26	-	\$466.26
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
04/07/2025	\$	Berger Consulting ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$4,792.50	-	\$4,792.50
11/05/2024	\$	Ortman Mediation - Mediation Fee ● Unbilled	66601-Jackson Jackson v. GNC Holdings	Shani Zakay	1.00	\$7,500.00	-	\$7,500.00
							\$0.00 0.00h	\$15,670.44 0.00h

EXHIBIT 7

Date	Description	Hours	Rate (\$)	Billable (\$)	User
10/27/2023	Intake with client. Review client documents. Research potential claims. Coordinate fee agreement execution. Set up file on Clio.	3	\$800.00	\$2,400.00	Shani Zakay
11/30/2023	Follow up on demand for personnel file and review the file. Discuss necessary work with the team.	1	\$800.00	\$800.00	Shani Zakay
1/10/2024	Review file and work on complaint	6	\$550.00	\$3,300.00	Jackland Hom
1/11/2024	Work on the complaint.	4	\$800.00	\$3,200.00	Shani Zakay
1/12/2024	Work on PAGA letter	0.8	\$550.00	\$440.00	Jackland Hom
1/14/2024	Review file and discuss issues related to client's individual claims with the team and instruct on necessary work accordingly.	0.6	\$800.00	\$480.00	Shani Zakay
2/14/2024	Review notice of CMC and related conformed documents. Discuss judicial assignment with team and staff. Calendar all relevant dates.	0.7	\$800.00	\$560.00	Shani Zakay
2/26/2024	Internal emails	0.4	\$800.00	\$320.00	Shani Zakay
2/27/2024	Internal emails	0.6	\$800.00	\$480.00	Shani Zakay
2/28/2024	Emails and discussion with the team regarding status of responsive pleadings in the class action and status of possible removal. Work on PAGA only complaint	2.5	\$800.00	\$2,000.00	Shani Zakay
3/8/2024	Review Def's Answer	0.8	\$550.00	\$440.00	Jackland Hom
3/19/2024	Legal research on claims and prepare written discovery	2.5	\$550.00	\$1,375.00	Jackland Hom
3/19/2024	Emails	0.5	\$800.00	\$400.00	Shani Zakay
3/21/2024	Emails and call with team to discuss FAC and issues related to the same. Provide instructions accordingly.	0.5	\$800.00	\$400.00	Shani Zakay
3/24/2024	Review notice of CMC and calendar.	0.3	\$800.00	\$240.00	Shani Zakay
3/25/2024	Work on initial disclosure demand	0.6	\$800.00	\$480.00	Shani Zakay
3/28/2024	Emails with the team and OC regarding service of the PAGA complaint, NAR, and possible stipulation to consolidate and potential issues with the same.	1	\$800.00	\$800.00	Shani Zakay
4/1/2024	Calendar dates	0.2	\$800.00	\$160.00	Shani Zakay

M&C with OC regarding consolidation and regarding allegedly 4/23/2024 improperly named defendant. Instruct team on dismissal.	0.5	\$800.00	\$400.00	Shani Zakay
4/27/2024 Work on stipulation to consolidate and begin work on FAC.	0.8	\$800.00	\$640.00	Shani Zakay
5/1/2024 More work on stipulation to consolidate and FAC.	0.3	\$800.00	\$240.00	Shani Zakay
5/6/2024 More work on stipulation to consolidate and FAC.	0.3	\$800.00	\$240.00	Shani Zakay
5/23/2024 Review and approve the FAC	0.5	\$800.00	\$400.00	Shani Zakay
6/3/2024 Work on dismissal	0.4	\$800.00	\$320.00	Shani Zakay
6/6/2024 Rachel - emails with OC re discovery	0.2	\$450.00	\$90.00	Rachel Newman
6/8/2024 M&C on discovery issues and work on the PO	1	\$800.00	\$800.00	Shani Zakay
6/25/2024 More work on discovery and the PO	0.5	\$800.00	\$400.00	Shani Zakay
6/26/2024 Work on FAC	0.8	\$550.00	\$440.00	Jackland Hom
7/9/2024 Review request for dismissal of the PAGA action and approve	0.3	\$800.00	\$240.00	Shani Zakay
7/17/2024 Review signed order. Emails with OPC regarding the same	0.3	\$800.00	\$240.00	Shani Zakay
7/18/2024 Emails regarding class list and mediation. M&C with OC and discuss with team.	0.3	\$800.00	\$240.00	Shani Zakay
7/26/2024 Review Answer	0.5	\$800.00	\$400.00	Shani Zakay
8/1/2024 Work on Joint ICMS	1	\$550.00	\$550.00	Jackland Hom
8/2/2024 Emails regarding mediation and upcoming CMC	0.2	\$800.00	\$160.00	Shani Zakay
8/5/2024 Rachel - Draft joint CMS for 8/23 CMC; confer internally re same	0.5	\$450.00	\$225.00	Rachel Newman
8/6/2024 Rachel - internal discussions re class list and mediation, confer with OC re same	0.2	\$450.00	\$90.00	Rachel Newman
8/8/2024 Rachel - Review correspondence from OC; confer internally re mediator selection	0.3	\$450.00	\$135.00	Rachel Newman
8/8/2024 Work on scheduling mediation.	0.3	\$800.00	\$240.00	Shani Zakay
8/19/2024 Rachel - Emails with OC re mediation	0.3	\$450.00	\$135.00	Rachel Newman
8/19/2024 Emails regarding mediation and mediation dates	0.3	\$800.00	\$240.00	Shani Zakay
8/23/2024 Prepare for and attend CMC, emails w/ attorneys re same	1	\$550.00	\$550.00	Jackland Hom

8/23/2024	Review CMC hearing summary. Meeting with the team to discuss outcome and necessary work accordingly.	0.5	\$800.00	\$400.00	Shani Zakay
8/25/2024	Rachel - Confer with JH re litigation plan in light of court's orders at CMC.	0.4	\$450.00	\$180.00	Rachel Newman
8/26/2024	Review order regarding trial. Calendar dates.	1	\$800.00	\$800.00	Shani Zakay
8/28/2024	Call with OPC and emails with team regarding stipulation to stay.	0.5	\$800.00	\$400.00	Shani Zakay
9/13/2024	Work on stipulation to stay	0.5	\$800.00	\$400.00	Shani Zakay
9/19/2024	Work on stipulation to stay	0.5	\$800.00	\$400.00	Shani Zakay
9/25/2024	Review email from counsel in related case. Review docket and complaint in related case and emails regarding the same	1.7	\$800.00	\$1,360.00	Shani Zakay
10/1/2024	Work on stipulation to stay. Work on informal discovery demand for mediation. M&C with OC regarding the same and regarding the related case.	2.5	\$800.00	\$2,000.00	Shani Zakay
10/2/2024	Work on Stip to Stay Pending Mediation, review file, and draft data demand	1.8	\$550.00	\$990.00	Jackland Hom
10/2/2024	Follow up emails regarding call with counsel in related case and regarding stipulation to stay	0.3	\$800.00	\$240.00	Shani Zakay
10/2/2024	Call with counsel in related case and follow up email with team	0.5	\$800.00	\$400.00	Shani Zakay
10/3/2024	More work on stipulation to stay	0.5	\$800.00	\$400.00	Shani Zakay
10/4/2024	Work on JPA and emails regarding the same	1	\$800.00	\$800.00	Shani Zakay
10/7/2024	Work on JPA	0.5	\$800.00	\$400.00	Shani Zakay
10/23/2024	Review MTR in related case and discuss with team	1.5	\$800.00	\$1,200.00	Shani Zakay
11/4/2024	Review mediation confirmation documents. Review retention letter for expert. Process payments. Calendar dates.	1	\$800.00	\$800.00	Shani Zakay
11/6/2024	Review notice of related case and emails with staff regarding the same.	0.4	\$800.00	\$320.00	Shani Zakay
11/21/2024	team meeting	1	\$700.00	\$700.00	Jennifer Gerstenzang
11/21/2024	Meeting and emails regarding mediation prep work	0.5	\$800.00	\$400.00	Shani Zakay
12/19/2024	drafted email update to client.	0.2	\$700.00	\$140.00	Jennifer Gerstenzang

1/23/2025 case meeting	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
1/30/2025 reviewed update from OC re: mediation data	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
1/30/2025 Follow up on mediation data.	0.2	\$800.00	\$160.00	Shani Zakay
2/3/2025 internal emails	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
2/5/2025 followed up re: mediation data	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
2/7/2025 received and reviewed mediation data production	1	\$700.00	\$700.00	Jennifer Gerstenzang
2/7/2025 Review mediation data.	1	\$800.00	\$800.00	Shani Zakay
2/8/2025 Begin review of Def's mediation data	1	\$550.00	\$550.00	Jackland Hom
2/10/2025 t/c with OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
2/10/2025 t/c with OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
2/11/2025 internal emails	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
2/11/2025 Emails with team regarding data.	0.5	\$800.00	\$400.00	Shani Zakay
Review documents and data produced by Defendant for mediation. Meeting and emails with team regarding missing documents/data and necessary work.				
2/11/2025 documents/data and necessary work.	3.5	\$800.00	\$2,800.00	Shani Zakay
2/12/2025 t/c with client	1	\$700.00	\$700.00	Jennifer Gerstenzang
2/12/2025 followed up with OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
2/12/2025 internal emails	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
2/20/2025 More review of Def mediation data	2	\$550.00	\$1,100.00	Jackland Hom
2/25/2025 email to OC re: mediation	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
2/27/2025 reviewed additional mediation data	1	\$700.00	\$700.00	Jennifer Gerstenzang
2/28/2025 More review of Def's mediation data	1	\$550.00	\$550.00	Jackland Hom
3/4/2025 email to OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
3/5/2025 emails with OC	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
3/6/2025 emails with OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
3/7/2025 More review of Def's mediation data	2.5	\$550.00	\$1,375.00	Jackland Hom
3/7/2025 Work on mediation brief	1	\$800.00	\$800.00	Shani Zakay
3/10/2025 emails with OC	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
3/13/2025 internal emails	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
3/13/2025 drafted MOU	1.5	\$700.00	\$1,050.00	Jennifer Gerstenzang
3/13/2025 Mediation prep work	1	\$800.00	\$800.00	Shani Zakay
3/14/2025 case meeting	1	\$700.00	\$700.00	Jennifer Gerstenzang
3/15/2025 worked on mediation brief	4	\$700.00	\$2,800.00	Jennifer Gerstenzang

3/16/2025	Work on mediation brief	5.5	\$550.00	\$3,025.00	Jackland Hom
3/17/2025	worked on mediation brief	4	\$700.00	\$2,800.00	Jennifer Gerstenzang
3/18/2025	internal emails.	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
3/19/2025	case meeting to discuss mediation brief draft	1	\$700.00	\$700.00	Jennifer Gerstenzang
3/20/2025	More work on mediation brief	2	\$550.00	\$1,100.00	Jackland Hom
3/20/2025	Work on MOU and emails re same	1	\$550.00	\$550.00	Jackland Hom
3/20/2025	worked on mediation brief	2	\$700.00	\$1,400.00	Jennifer Gerstenzang
3/20/2025	t/c with client	0.6	\$700.00	\$420.00	Jennifer Gerstenzang
3/20/2025	drafted email to client	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
3/20/2025	internal emails	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
3/20/2025	Work on mediation brief	3	\$800.00	\$2,400.00	Shani Zakay
3/21/2025	Work on draft MOU	0.5	\$800.00	\$400.00	Shani Zakay
3/25/2025	email to OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
3/26/2025	attended mediation	8	\$700.00	\$5,600.00	Jennifer Gerstenzang
3/26/2025	Prepare for and attend mediation	10	\$800.00	\$8,000.00	Shani Zakay
4/2/2025	email to mediator	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
4/7/2025	Review mediator's proposal. Discuss with team.	1	\$800.00	\$800.00	Shani Zakay
4/8/2025	Work on Joint CMS	0.5	\$550.00	\$275.00	Jackland Hom
4/8/2025	Rachel - Draft joint CMS for review	0.5	\$450.00	\$225.00	Rachel Newman
4/8/2025	Rachel - Correspond with OC re CMS	0.1	\$450.00	\$45.00	Rachel Newman
4/9/2025	Rachel - Review OC's revisions to CMS; confer internally and respond re same	0.3	\$450.00	\$135.00	Rachel Newman
4/10/2025	Rachel - further correspond with OC re continuance	0.2	\$450.00	\$90.00	Rachel Newman
4/22/2025	Work on MOU	0.8	\$550.00	\$440.00	Jackland Hom
4/22/2025	internal emails and updated MOU	1	\$700.00	\$700.00	Jennifer Gerstenzang
4/22/2025	Review email from mediator regarding proposal. Work on MOU	0.8	\$800.00	\$640.00	Shani Zakay
4/23/2025	More work on MOU	0.5	\$800.00	\$400.00	Shani Zakay
4/24/2025	reviewed court's tentative	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
4/28/2025	case meeting	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
4/28/2025	emails with co-counsel	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
4/29/2025	Review Def's discovery responses and begin work on M&C ltr	1.5	\$550.00	\$825.00	Jackland Hom

4/29/2025	Reviewed stip to continue trial dates	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
	Rachel - Draft stipulation to continue trial; confer with OC re				
4/29/2025	same.	0.6	\$450.00	\$270.00	Rachel Newman
5/22/2025	emails with admin for bids	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
5/22/2025	internal emails	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
5/23/2025	internal emails	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
5/26/2025	reviewed admin bids	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
5/27/2025	drafted CMS	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
5/29/2025	Work on the MOU	0.5	\$800.00	\$400.00	Shani Zakay
5/29/2025	Work on the MOU	1.5	\$800.00	\$1,200.00	Shani Zakay
6/3/2025	internal emails	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
6/4/2025	drafted cms	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
6/4/2025	reviewed conformed order to vacate trial	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
6/5/2025	Rachel - review and revise CMS; M&C with OC re: joint CMS	0.6	\$450.00	\$270.00	Rachel Newman
6/17/2025	emails with OC and edits to MOU	1	\$700.00	\$700.00	Jennifer Gerstenzang
6/20/2025	emails with OC and edits to MOU	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
6/24/2025	drafted and emailed update to client	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
6/26/2025	reviewed court's tentative	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
6/26/2025	emails with OC	0.1	\$700.00	\$70.00	Jennifer Gerstenzang
7/1/2025	reviewed court's minute order	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
7/7/2025	case meeting	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
7/10/2025	drafted update to client	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
7/10/2025	drafted SAR	6	\$700.00	\$4,200.00	Jennifer Gerstenzang
7/12/2025	Work on SAR	4	\$800.00	\$3,200.00	Shani Zakay
7/17/2025	Work on SAC	1	\$550.00	\$550.00	Jackland Hom
7/17/2025	drafted second amended complaint	1	\$700.00	\$700.00	Jennifer Gerstenzang
7/17/2025	Work on SAC	1	\$800.00	\$800.00	Shani Zakay
8/5/2025	Rachel - Draft joint CMS, confer with JH re revisions to be made	0.6	\$450.00	\$270.00	Rachel Newman
8/6/2025	Work on SAR	5	\$550.00	\$2,750.00	Jackland Hom
8/6/2025	internal emails	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
8/15/2025	internal emails and review of SAR	0.5	\$700.00	\$350.00	Jennifer Gerstenzang

8/20/2025	case meeting	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
8/27/2025	Review Def edits to SAR and emails re same	1.2	\$550.00	\$660.00	Jackland Hom
	Review case materials; intakes and client call notes; analyze procedural history of case; discuss matter internally with prior handling staff in order to prepare for handling matter going forward				
9/15/2025	forward	2.4	\$475.00	\$1,140.00	Eden Zakay
9/22/2025	Review Def's Answer to SAC	0.5	\$550.00	\$275.00	Jackland Hom
9/23/2025	case meeting	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
9/24/2025	Review and revise case management statement	0.3	\$475.00	\$142.50	Eden Zakay
9/24/2025	drafted CMS	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
9/25/2025	emails with OC	0.1	\$700.00	\$70.00	Jennifer Gerstenzang
9/26/2025	emails with OC	0.1	\$700.00	\$70.00	Jennifer Gerstenzang
10/2/2025	emails with OC	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
10/3/2025	emails with cocounsel and internal meeting	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
10/6/2025	reviewed stipulation to dismissal	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
10/15/2025	Revise staff's draft stipulation to vacate trial date	0.6	\$475.00	\$285.00	Eden Zakay
10/16/2025	reviewed court's tentative	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
11/17/2025	internal emails	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
12/9/2025	internal emails	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
12/12/2025	emails with OC	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
12/22/2025	internal emails	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
12/23/2025	emails with OC	0.3	\$700.00	\$210.00	Jennifer Gerstenzang
1/2/2026	drafted first draft of MPA	6	\$700.00	\$4,200.00	Jennifer Gerstenzang
1/5/2026	internal emails and updated MPA	1	\$700.00	\$700.00	Jennifer Gerstenzang
	Review and revise draft Points & Authorities in support of Motion for Preliminary Approval				
1/6/2026	for Preliminary Approval	2.7	\$475.00	\$1,282.50	Eden Zakay
1/6/2026	additional edits to MPA	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
	drafted proposed order and notice of motion, and sent those and PA over to co-counsel				
1/6/2026	PA over to co-counsel	0.9	\$700.00	\$630.00	Jennifer Gerstenzang
1/6/2026	Work on MPA	4	\$800.00	\$3,200.00	Shani Zakay
1/13/2026	case meeting	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
1/16/2026	emails with co-counsel	0.8	\$700.00	\$560.00	Jennifer Gerstenzang

updated MPA to comport with court's checklist and emailed OC				
1/16/2026	the changes.	1	\$700.00	\$700.00 Jennifer Gerstenzang
1/20/2026	internal emails	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
Review case materials and discuss with team regarding status of				
2/18/2026	case procedurally to ensure we are on track for approval	0.4	\$475.00	\$190.00 Eden Zakay
3/9/2026	drafted email update to client	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
4/6/2026	case meeting	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
4/10/2026	M&C with OC re: CMS and discussed stip to continue trial.	0.8	\$700.00	\$560.00 Jennifer Gerstenzang
5/14/2026	reviewed court's tentative	0.5	\$700.00	\$350.00 Jennifer Gerstenzang
5/20/2026	case meeting	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
5/22/2026	Emails with team and staff regarding newly filed PAGA notices	0.5	\$800.00	\$400.00 Shani Zakay
worked on stipulation and revised class notice and emailed re:				
5/27/2026	the same with OC.	1	\$700.00	\$700.00 Jennifer Gerstenzang
worked on stipulation and revised class notice and emailed re:				
6/3/2026	the same with OC.	0.4	\$700.00	\$280.00 Jennifer Gerstenzang
Review case materials and discuss with team regarding status of				
6/18/2026	case procedurally to ensure we are on track for approval	0.4	\$475.00	\$190.00 Eden Zakay
6/26/2026	reviewed notice of related case	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
7/2/2026	case meeting	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
7/10/2026	emails with admin	0.1	\$700.00	\$70.00 Jennifer Gerstenzang
7/14/2026	emails with admin	0.1	\$700.00	\$70.00 Jennifer Gerstenzang
7/24/2026	drafted email update to client	0.3	\$700.00	\$210.00 Jennifer Gerstenzang
7/24/2026	internal emails	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
7/29/2026	emails with admin	0.1	\$700.00	\$70.00 Jennifer Gerstenzang
8/5/2026	internal emails	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
8/13/2026	internal emails	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
8/24/2026	case meeting	0.2	\$700.00	\$140.00 Jennifer Gerstenzang
Review MPA order and SAR in preparation for drafting MFA; begin				
9/14/2026	drafting MFA	2.9	\$750.00	\$2,175.00 Jaclyn Joyce

9/14/2026 Further draft MFA and supporting documents	2.6	\$750.00	\$1,950.00	Jaclyn Joyce
9/15/2026 Revise MFA; Further draft supporting documents	3.1	\$750.00	\$2,325.00	Jaclyn Joyce
Further revise MFA and supporting documents; confer with co-				
9/16/2026 counsel re same.	1.1	\$750.00	\$825.00	Jaclyn Joyce
9/16/2026 internal emails and discussions re: MFA	1	\$700.00	\$700.00	Jennifer Gerstenzang
9/16/2026 Work on MFA	4	\$800.00	\$3,200.00	Shani Zakay
9/22/2026 emailed OC draft of MFA/MFF for review.	0.5	\$700.00	\$350.00	Jennifer Gerstenzang
9/24/2026 final review of declaration from admin for motion	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
9/25/2026 reviewed status report from Admin	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
9/28/2026 internal emails	0.2	\$700.00	\$140.00	Jennifer Gerstenzang
9/28/2026 internal emails and finalized documents	0.4	\$700.00	\$280.00	Jennifer Gerstenzang
TOTAL:	205.4		\$142,935.00	