ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jackland K. Hom (State Bar #327243)
jackland@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

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

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

v.

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

Defendants.

Case No. 24CV000627

[Complaint Filed: January 16, 2024]

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

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiffs Rahmeez Jackson ("Plaintiff Jackson") and Alondra Espinoza ("Plaintiff Espinosa") (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. <u>DEFINITIONS</u>

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

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

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

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

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

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

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

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

W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved Employees during the PAGA Period.

X. "PAGA Pay Periods," for purposes of calculating the distribution of the Individual Aggrieved Employee Settlement Payments, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

Y. "PAGA Period" means the period beginning January 12, 2023, through June 24, 2025.

Z. "PAGA Payment" shall mean One Hundred Thousand Dollars and Zero Cents ($100,000.00) to be allocated from the Gross Settlement Amount for settlement of PAGA Claims asserted in the Action.

AA. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either Plaintiffs or Defendants, individually.

BB. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

CC. "Plaintiffs" shall mean Plaintiff Rahmeez Jackson and Plaintiff Alondra Espinosa

DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

EE. "Released Class 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 as follows: All Settlement 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.

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. <u>RECITALS</u>

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.

G. 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.

H. 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.

I. 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.

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

K. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notices to the LWDA 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.

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

M. On March 26, 2025, the Parties participated in 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.

N. 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.

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

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

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

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

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

III. <u>TERMS OF AGREEMENT</u>

A. <u>Settlement Consideration and Settlement Payments by Defendants</u>.

1. <u>Settlement Consideration</u>. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of

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

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

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF, established by the Settlement Administrator, the first installment 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, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business and Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code Section 1542, which provides as follows:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiffs understand this Settlement Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement Agreement. Plaintiffs further acknowledges that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiffs agree that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiffs relating thereto.

E. <u>Conditions Precedent</u>: This Settlement will become final and effective only upon the occurrence of all of the following events:

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

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

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

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

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

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

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

K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. 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 review and comment upon the Motion.

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

M. Notice Procedure.

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

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

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

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

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

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

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

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

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for 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. <u>Allocation of the Gross Settlement Amount</u>.

1. <u>Calculation of Individual Settlement Payments</u>. 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

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

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

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

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment 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.

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

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

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or 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

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

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

11. PAGA Payment. One Hundred Thousand Dollars and Zero Cents ($100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall pay 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

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

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

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

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

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

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

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

S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability 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 (Sep 4, 2025 14:41:08 PDT)

RAHMEEZ JACKSON

DATED: 09/04/2025

ALONDRA MANZO ESPINOSA

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

DATED: ______________

Gregory Guinto

GNC HOLDINGS LLC

GREGORY GUINTO

Printed Name

SVP, GENERAL COUNSEL

Title

DATED: ______________

Greg Guinto

GNC LIVE WELL LLC

GREGORY GUINTO

Printed Name

SVP, GENERAL COUNSEL

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 09/04/25

JCL LAW FIRM, A.P.C.

By: ______________________

Attorneys for Plaintiffs and the Settlement Class Members

DATED: 09/04/25

ZAKAY LAW GROUP, APLC

By: ______________________

Attorneys for Plaintiffs and the Settlement Class Members

DATED: 09/04/2025

KING & SIEGEL LLP

By: ______________________

Attorneys for Plaintiffs and the Settlement Class Members

DATED: 09/04/2025

BARAHMAND LAW GROUP

By: ______________________

Attorneys for Plaintiffs and the Settlement Class Members

DATED: 09/12/2025

LITTLER MENDELSON, P.C.

By: ______________________

Sophia B. Collins, Esq.
Nathaniel H. Jenkins, Esq.
Attorneys for Defendants

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: $<<___>>. 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?

<u>Gross Settlement Amount</u>. 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.