

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**IF YOU WORKED AS A MEMBERSHIP ADVISOR OR SENIOR  
MEMBERSHIP ADVISOR FOR EQUINOX HOLDINGS, INC. IN CALIFORNIA YOU MAY OBTAIN  
PAYMENTS FROM A SETTLEMENT REACHED IN A PROPOSED CLASS AND  
REPRESENTATIVE ACTION LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>DO NOTHING</b>	<b>Receive compensation but release your rights to sue separately.</b>  If you do nothing, you will receive a proportional share of the settlement based on the time you worked in a relevant position during the Class Period for the claims alleged in this lawsuit. You will also give up your rights to sue Equinox about any of the claims in this case that arose during the Class Period.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<b>Get no compensation but keep rights to sue separately.</b>  If you ask to exclude yourself or “opt out” from the settlement, you remove yourself from this lawsuit and will not receive any compensation from the settlement, but you will keep your rights to sue Equinox for the claims alleged in the lawsuit.
<b>OBJECT OR COMMENT</b>	<b>Tell the Court why you like or don’t like the settlement.</b>  You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – <b>and the time deadlines for exercising them</b> – are explained further in this Notice.	

**1. WHY DID I GET THIS NOTICE**

You have received this Notice because Equinox’s records identify that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of a lawsuit. The lawsuit is *Marjorie Saint Hubert, et al. v. Equinox Holdings, Inc.*, filed on December 1, 2020, in Los Angeles Superior Court, and removed to the United States District Court, Central District of California on January 4, 2021 (the “Lawsuit”). This Notice is being sent to you by the order of the Central District of California, which preliminarily approved the settlement and conditionally certified the Settlement Class on January 24, 2024.

At this time, the Court has determined only that there is sufficient evidence that the settlement might be fair, reasonable and adequate. Any final determination of these issues will be made at the Final Approval Hearing described below. The Court has not made any rulings on the merits of the claims alleged.

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. If

Questions? Contact the Settlement Administrator toll free at 1-(888) 529-0526

you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.

## **2. WHAT IS THIS LAWSUIT ABOUT?**

The Lawsuit was filed by Plaintiffs Marjorie Saint Hubert, Valerie Martinez, and Therese Svengert (“Plaintiffs”) alleging causes of action for violation of Labor Code section 2802 (failure to reimburse for parking expenses), failure to provide meal and rest periods, failure to pay all earned wages, failure to provide accurate, itemized statements, waiting time penalties, unfair competition, and violations under the Private Attorneys General Act (“PAGA”), on behalf of all Membership Advisors and Senior Membership Advisors in California employed by Equinox Holdings, Inc. (“Equinox”) at any point between December 1, 2016 and January 24, 2024.

Plaintiffs sought to recover allegedly unpaid wages and reimbursements, as well as statutory and civil penalties related to these claims. Equinox denies each and all of the claims alleged by the Plaintiffs and contends it has consistently complied with all applicable laws. The Court in the Lawsuit ruled in favor of Equinox on the reimbursement claim, but has not made any rulings regarding the merits of the other claims.

After engaging in extensive investigation and discovery, Plaintiffs and Equinox agreed on a settlement of the following claims: failure to provide meal and rest periods., failure to pay all earned wages, failure to provide accurate, itemized statements, waiting time penalties, and unfair competition. As such Plaintiffs Martinez and Svengert are not part of the settlement process. The Court preliminarily approved the proposed settlement on January 24, 2024. The remaining class representative is Plaintiff, Marjorie Saint Hubert. Plaintiff Hubert and Class Counsel support the settlement.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Equinox that Plaintiffs’ claims in the Lawsuit have any merit or that Equinox has any liability to Plaintiffs or the Class on those claims. By agreeing to settle, Equinox is not admitting liability on any of the factual allegations or claims in the Lawsuit, or that the Lawsuit

can or should proceed as a class action. Equinox has agreed to settle the case as part of a compromise with Plaintiffs solely because of the risk and expense of continued litigation.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

## **3. WHAT IS A CLASS ACTION?**

In a class action lawsuit, one or more persons, called a Class Representative, sues on behalf of other people who they believe have similar claims. Plaintiff Marjorie Saint Hubert is t the remaining Class Representative in the Lawsuit, and she asserts claims on behalf of herself and the Class Members. A class action potentially allows one court to resolve the claims of all the Class Members who choose not to exclude themselves from the class at the same time. A Class Member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action.

## **4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of Plaintiff or Equinox. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. Hubert, the Class Representative, and the attorneys think the settlement is best for the Class.

## **5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?**

All individuals who worked as a Membership Advisor and Senior Membership Advisor employed by Equinox in California at any point from December 1, 2016 through January 24, 2024, inclusive, are included in the Class.

According to Equinox's records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call The Settlement Administrator, CPT Group, Inc., at 1-(888) 529-0526.

## 6. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Equinox will pay a total of Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) (the "Gross Settlement Fund" or "GSF"). Equinox's settlement payment shall not exceed the Gross Settlement Fund except for Equinox's share of the payroll taxes. Equinox will pay the GSF in three equal installments over approximately one (1) year following final Court approval of the Settlement.

The claims being released are all claims under state, federal or local law, whether statutory, common law or administrative law, alleged in the operative complaint in the Action, or that could have been alleged based on the factual allegations in the operative complaint in the Action, including but not limited to: (1) Failure to Pay Wages, including minimum wages; (2) Failure to Pay Overtime Wages; (3) Failure To Provide Meal Periods; and (4) Failure To Provide Rest Periods, including but not limited to failing to pay rest period premiums at the regular rate of pay, including, but not limited to, claims for injunctive relief; punitive damages; liquidated damages, penalties of any nature; interest; fees; costs; and, all other claims and allegations made or which could have been made based on the allegations in the operative complaint in the Action, from December 1, 2016, to through preliminary approval.

After deducting the Class Representative Enhancement Payment, Attorney's Fees and Costs, and Settlement Administration Costs, from the Gross Settlement Fund, the remaining "Net Settlement Amount" will be distributed to Class Members who do not validly exclude themselves from the settlement ("Participating Class Members").

Subject to Court approval, the Maximum Settlement Amount will be allocated as follows:

- **Individual Settlement Payment: Each Participating Class Member will receive a payment based the total number of "Qualifying Workweeks" they were employed by Equinox in California as a Membership Advisor or Senior Membership advisor Class Period.**

Individual Settlement Payments will be calculated as follows: The Settlement Administrator will calculate the total number of workweeks worked by all Class Members during the Class Period based upon the records in Defendant's possession, custody or control ("Workweeks"). A partial workweek will be counted as a full workweek. Defendant's workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. The Parties and Settlement Administrator will cooperate in an attempt to resolve all workweek disputes. The Settlement Administrator will then divide the Net Settlement by the Workweeks to obtain the Per Workweek Value. The Settlement Administrator shall then multiply the Per Workweek Value by each Class Member's individual workweeks worked to determine the Individual Settlement Payment.

Your estimated Individual Settlement Payment is set forth in Section 7 below.

- **Class Representative Service Payment:** For acting as the Class Representative, Plaintiff Hubert will request from the Court an award of \$5,000.00 in recognition of and as compensation for her efforts, such as starting the Lawsuit, volunteering time to assist with the case, testifying at deposition, and providing information and documents, as well as risks she assumed in starting and assisting with the prosecution of the Lawsuit. Any amounts ordered by the Court will be paid from the Gross Settlement Fund.
- **Class Counsel's Attorney's Fees and Costs:** Class Counsel will request from the Court no more than twenty-five percent (25%) of the Gross Settlement Fund (\$56,250.00) as attorney's fees for litigation and resolution of the Lawsuit. Any amount ordered by the Court for Class Counsel's attorney's fees and costs will be paid from the Gross Settlement Fund.
- **Settlement Administration:** The costs of settlement administration will not exceed \$20,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court for Settlement Administration will be paid from the Gross Settlement Fund.

Questions? Contact the Settlement Administrator toll free at 1-(888) 529-0526

**7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?**

**You do not need to do anything to receive a payment from the settlement.**

Equinox's records show that you worked a total of <<Workweeks>> as a Membership Advisor or Senior Membership Advisor during the Class Period. Accordingly, your anticipated Individual Settlement Payment is: <<\$EstSettAmount>>

The actual amount you receive may vary somewhat depending on actual implementation of the Settlement.

There will be three separate distributions of your Individual Settlement Payment and/or Individual Payment – the first distribution will be shortly after final approval of the Settlement, the second distribution will be about six (6) months after the first distribution, and the third and final distribution will be about six (6) months after the second distribution.

By operation of cashing, depositing or otherwise negotiating your Individual Settlement Payment checks, you will be deemed to have opted-in to the settlement for purposes of the Fair Labor Standards Act. ("FLSA"). All checks issued to Participating Class Members shall remain valid and negotiable for one hundred twenty (120) days from the date of their issuance. If a Participating Class Member's Individual Settlement Payment check is not cashed within 120 days after mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a letter informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. All funds represented by uncashed checks and funds represented by Individual Settlement Payments returned as undeliverable from the distributions of the First and Second Installment Payments will be added back into the Net Settlement Amount, and distributed pro rata to the Participating Class Members with the next distribution. If any checks remain uncashed following distribution of the Third Installment Payment, the funds represented by those checks and funds represented by Individual Settlement Payment checks returned as undeliverable will be sent to the California unclaimed fund.

Twenty Percent (20%) of your Individual Settlement Payment will be issued in checks representing alleged unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax purposes (just like a paycheck). Eighty Percent (80%) of your Individual Settlement Payment will be issued in checks representing alleged penalties and interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated Individual Settlement Payment, you must send the Settlement Administrator in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total number of work weeks you were employed by Equinox as a Membership Advisor or Senior Membership Advisor in California during the Class Period, along with a letter explaining the reasons for your dispute that also includes the last four digits of your social security number. The letter must be sent to the Settlement Administrator by May 24, 2024 (60 days from the initial mailing of this notice). The date of the postmark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with Equinox's records and make a final determination as to the correct amount of your settlement share.

The Settlement Administrator is:  
Saint Hubert v. Equinox Settlement Administration  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Tel.: 1-(888) 529-0526 / Fax: 1-949-419-3446  
Website: [www.cptgroupcaseinfo.com/EquinoxIncSettlement](http://www.cptgroupcaseinfo.com/EquinoxIncSettlement)

**8. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?**

For all Class Members, unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you cannot sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If you stay in the Settlement Class, you will be deemed to have released and discharged Equinox and each of its former, present and

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future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives (the “Released Parties”) from any and all class claims that were asserted in the operative Amended Complaint or that could have been asserted based on the allegations made in the Amended Complaint, for the duration of the Class Period (the “Released Claims”). The Released Claims do not include any claims that cannot be released as a matter of law.

#### **9. DO I HAVE A LAWYER IN THIS CASE?**

The Court has decided the law firm below is qualified to represent you and the Settlement Class. This law firm is called “Class Counsel.”

Omid Nosrati  
NOSRATI LAW, APLC  
1801 Century Park East, Suite 840  
Los Angeles, California 90067  
(310) 553-5630

If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **10. WHAT IF I DON’T WANT TO PARTICIPATE IN THIS SETTLEMENT?**

You have the right to request exclusion from the settlement. To do so, you must submit a Request for Exclusion to the Settlement Administrator at the following address:

Saint Hubert v. Equinox Settlement Administration  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Tel.: 1-(888) 529-0526 / Fax: 1-949-419-3446  
Website: [www.cptgroupcaseinfo.com/EquinoxIncSettlement](http://www.cptgroupcaseinfo.com/EquinoxIncSettlement)

You must send your Request for Exclusion Form by mail no later than May 24, 2024 (60 days from the initial mailing of this notice) to the Settlement Administrator at the above address. The date of the postmark will determine if your Request for Exclusion Form was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Gross Settlement Amount, including the Release described in this Notice.

#### **11. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement either in writing, by appearing at the Final Approval Hearing in person or through an attorney at your own expense, or both. The Final Approval Hearing is scheduled to take place on July 19, 2024, in Courtroom 6A of the Central District of California Courthouse, located at 350 W 1st St, Los Angeles, CA 90012.

You must submit your Objection and all supporting papers if any to the Settlement Administrator by mailing to the following address:

Saint Hubert v. Equinox Settlement Administration  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606  
Tel.: 1-(888) 529-0526 / Fax: 1-949-419-3446  
Website: [www.cptgroupcaseinfo.com/EquinoxIncSettlement](http://www.cptgroupcaseinfo.com/EquinoxIncSettlement)

To be valid, your Objection and all supporting papers must be postmarked on or before May 24, 2024 (60 days from the initial mailing of this notice).

If you do not submit a written Objection, you may still appear at the Final Approval Hearing and make your objection verbally to the Court.

## **12. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?**

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Award. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Class Claims.

## **13. WHAT IF MY CONTACT INFORMATION CHANGES?**

If, after you receive this Notice you change your mailing address, it is your responsibility to inform the Settlement Administrator of your updated information.

## **14. THE FINAL APPROVAL HEARING**

The Final Approval Hearing is scheduled to take place on July 19, 2024, in Courtroom 6A

of the Central District of California Courthouse, located at 350 W 1st St, Los Angeles, CA 90012. The date and time may change without further notice to the Class.

At the Final Approval Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiff Hubert for a service award, and to Class Counsel for attorney's fees and costs.

## **15. FURTHER INFORMATION**

This Notice is only a summary of the settlement. The Settlement Agreement contains additional details about the scope of the Released Claims and the definitions of the capitalized terms used in this Notice. To obtain a copy of the Settlement Agreement, the Court's Preliminary Approval Order, or the operative complaint filed in the Lawsuit, please contact the Settlement Administrator, CPT Group, Inc., at 1-(888) 529-0526, or Class Counsel listed above.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator, CPT Group, Inc., at 1-(888) 529-0526, or Class Counsel listed above. Please refer to the Hubert v. Equinox Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT***