

EXHIBIT 1

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12 Attorneys for Plaintiffs
13 MARJORIE SAINT HUBERT,
14 VALERIE MARTINEZ, and THERESE SVENGERT,
individually and on behalf of all others similarly situated

15
16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18
19 MARJORIE SAINT HUBERT, VALERIE
MARTINEZ, and THERESE SVENGERT,
20 individually and on behalf of all others
similarly situated,

21 Plaintiffs,

22 vs.

23 EQUINOX HOLDINGS, INC., a Foreign
24 Corporation; and DOES 1 through 50,
inclusive,

25 Defendants.
26
27
28

Case No.: 2:21-cv-00086-PSG (JEMx)

CLASS ACTION

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Hearing Date: June 30, 2023
Time: 2:00 p.m.
Location/Courtroom: 6A

Complaint filed: December 1, 2020
Trial Date: June 1, 2023

1 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Stipulation of Class Action Settlement and Release (“Settlement” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Marjorie Saint
4 Hubert (together “Plaintiff” or “Class Representative”), as an individual and on behalf of
5 all others similarly situated, and Defendant Equinox Holdings, Inc. (“Defendant” or
6 “Equinox”) (together with Plaintiff, the “Parties”).

7 **A. DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions
9 contained elsewhere in this Settlement Agreement will also be effective:

10 1. “Action” means the present class action, entitled *Marjorie Saint Hubert, et al.*
11 *v. Equinox Holdings, Inc.*, United States District Court, Central District of California, Case
12 No. 2:21-cv-00086-PSG (JEMx).

13 2. “Appeal” means a timely appeal by a Class Member, defined below, to the
14 Order and Judgment approving the Settlement, or an appeal by one of the Parties to an
15 order that materially alters the Settlement.

16 3. “Attorney’s Fees and Costs” means attorney’s fees for Class Counsel’s,
17 defined below, litigation and resolution of the Action, and all costs incurred and to be
18 incurred by Class Counsel in the Action, including but not limited to, costs associated with
19 documenting the Settlement, providing any notices required as part of the Settlement or
20 Court order, securing the Court’s approval of the Settlement, administering the Settlement,
21 obtaining entry of an Order and Judgment approving the Settlement, and expenses for any
22 experts. Class Counsel will request not more than one-third of the Gross Settlement Fund,
23 or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) in attorney’s fees, and not
24 more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) in litigation costs
25 and expenses. Defendant has agreed not to oppose Class Counsel’s request for attorney’s
26 fees and costs and expenses as set forth above.

27 4. “Class Counsel” means Omid Nosrati of Nosratilaw, APLC.

28 5. “Class List” means a complete list of all Class Members, defined below, that

1 Defendant will diligently and in good faith compile from its records and provide to the
2 Settlement Administrator as provided herein. The Class List will be formatted in Microsoft
3 Office Excel and will include each Class Member’s full name; most recent mailing address
4 and telephone number; Social Security Number; and dates of employment as a Membership
5 Advisor or Senior Membership Advisor in California during the Class Period, defined
6 below.

7 6. “Class Member(s)” or “Settlement Class” means all persons employed by
8 Defendant as a Membership Advisor or Senior Membership Advisor in California at any
9 time from December 1, 2016, to date of preliminary approval.

10 7. “Class Notice” means the Notice of Class Action Settlement substantially in
11 the form attached hereto as Exhibit A, and approved by the Court.

12 8. “Class Period” means the period from December 1, 2016, through preliminary
13 approval.

14 9. “Class Representative” means Marjorie Saint Hubert.

15 10. “Gross Settlement Fund” means the amount of Two Hundred and Twenty-
16 Five Thousand Dollars and Zero Cents (\$225,000.00), to be paid by Defendant which is
17 inclusive of attorneys’ fees, costs, enhancement awards, and claims administration.
18 Defendant’s settlement payment shall not exceed the Gross Settlement Fund except for
19 Defendant’s share of the payroll taxes The Gross Settlement Fund is an all-in common
20 fund settlement. There will be no reversion of any portion of the Gross Settlement Fund
21 to Defendant.

22 11. “Court” means the Central District of California.

23 12. “Effective Date” means the date when all of the following events have
24 occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel
25 and Defendant’s counsel; (2) the court has given preliminary approval to the Settlement
26 Agreement; (3) the Class Notice has been given to the Settlement Class, providing Class
27 Members with an opportunity to object to the terms of the Settlement or to opt out of the
28 Released Class Claims, defined below; (4) the Court has held a formal fairness hearing and

1 entered a final order and judgment certifying the Settlement Class, approving the
2 Settlement Agreement, and entering judgment on the Settlement Agreement (the “Final
3 Order and Judgment”); (5) sixty-five (65) calendar days have passed since the Court has
4 entered a final order and judgment certifying the Settlement Class, and approving the
5 Settlement Agreement; and (6) in the event there are written objections filed prior to the
6 final fairness hearing which are not later withdrawn or denied, the later of the following
7 events: (a) five business days after the period for filing any appeal, writ or other appellate
8 proceeding opposing the Court’s final order approving the Settlement Agreement has
9 elapsed without any appeal, writ or other appellate proceeding having been filed; or, (b) if
10 any appeal, writ or other appellate proceeding opposing the Court’s final order approving
11 the Settlement Agreement has been filed, five (5) business days after any appeal, writ or
12 other appellate proceedings opposing the Settlement Agreement has been finally and
13 conclusively dismissed with no right to pursue further remedies or relief.

14 13. “Final Approval” means the Court’s Order granting final approval of the
15 Settlement and entering judgment thereon.

16 14. “Individual Settlement Payment” means each Participating Class Member’s,
17 defined below, respective share of the Net Settlement Amount, defined below.

18 15. “Net Settlement Amount” means the portion of the Gross Settlement Fund
19 remaining after deducting the Class Representative Enhancement Payments, Attorney’s
20 Fees and Costs, and Settlement Administration Costs, from the Gross Settlement Fund.
21 The entire Net Settlement Amount will be distributed to the Participating Class Members,
22 defined below. There will be no reversion of any portion of the Net Settlement Amount to
23 Defendant.

24 16. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant
25 to Rule 58 of the Federal Rules of Civil Procedure.

26 17. “Objection” means a Class Member’s valid and timely written objection to
27 the Settlement Agreement. For an Objection to be valid, it must include: (i) the objector’s
28 full name, signature, address, and telephone number; (ii) a written statement of all grounds

1 for the objection accompanied by any legal support for such objection; (iii) copies of
2 papers, briefs, or other documents upon which the objection is based, if any; and (vi) be
3 postmarked on or before the Response Deadline, defined below. Alternatively, any Class
4 Member may object by appearing at the Final Approval Hearing either with or without
5 submitting a written Objection.

6 18. “Parties” means Plaintiff and Defendant collectively.

7 19. “Participating Class Member” means any Class Member who does not submit
8 a timely and valid Request for Exclusion, defined below.

9 20. “Plaintiff” means Marjorie Saint Hubert.

10 21. “Preliminary Approval” means the Court order granting preliminary approval
11 of the Settlement.

12 22. “Released Class Claims” means all claims under state, federal or local law,
13 whether statutory, common law or administrative law, alleged in the operative complaint
14 in the Action, or that could have been alleged based on the factual allegations in the
15 operative complaint in the Action, including but not limited to: (1) Failure to Pay Wages,
16 including minimum wages; (2) Failure to Pay Overtime Wages; (3) Failure To Provide Meal
17 Periods; and (4) Failure To Provide Rest Periods, including but not limited to failing to pay
18 rest period premiums at the regular rate of pay, including, but not limited to, claims for
19 injunctive relief; punitive damages; liquidated damages, penalties of any nature; interest;
20 fees; costs; and, all other claims and allegations made or which could have been made
21 based on the allegations in the operative complaint in the Action, from December 1, 2016,
22 to through preliminary approval.

23 23. “Released Parties” means Defendant and all its respective present and former
24 parent companies, subsidiaries, divisions, related or affiliated companies, shareholders,
25 members, principals, officers, directors, exempt employees, agents, attorneys, insurers,
26 successors and assigns, and any individual or entity which could be liable for any of the
27 Released Class Claims, and Defendant’s counsel of record in the Action.

28 24. “Request for Exclusion” means a timely letter submitted by a Class Member

1 indicating a request to be excluded from the Settlement. The Request for Exclusion must:
2 (i) set forth the name, address, telephone number and last four digits of the Social Security
3 Number of the Class Member requesting exclusion; (ii) be signed by the Class Member;
4 (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member
5 does not wish to be included in the Settlement; and (v) be postmarked on or before the
6 Response Deadline, defined below.

7 25. "Response Deadline" means the deadline by which Class Members must
8 postmark to the Settlement Administrator Requests for Exclusion, or postmark Objections
9 to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days
10 from the initial mailing of the Class Notice by the Settlement Administrator, unless the
11 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will
12 be extended to the next day on which the U.S. Postal Service is open.

13 26. "Settlement Administration Costs" means the costs to the Settlement
14 Administrator for administering this Settlement, including, but not limited to, printing,
15 distributing, and tracking documents for this Settlement, creating and maintaining a web
16 site and toll-free telephone number, tax reporting, distributing the Gross Settlement Fund,
17 and providing necessary reports and declarations, as requested by the Parties or the Court.
18 The Settlement Administration Costs will not exceed Twenty Thousand Dollars
19 (\$20,000.00).

20 27. "Settlement Administrator" means CPT Group, or any other third-party class
21 action settlement administrator agreed to by the Parties and approved by the Court for the
22 purposes of administering this Settlement. The Parties each represent that they do not have
23 any financial interest in the Settlement Administrator or otherwise have a relationship with
24 the Settlement Administrator that could create a conflict of interest.

25 **B. TERMS OF AGREEMENT**

26 The Plaintiff, on behalf of herself, the Settlement Class, and Defendant agree as
27 follows:

28 28. Class Certification. In the event either preliminary or final approval of the

1 Settlement is not obtained or, if obtained, is reversed upon appeal, the Parties shall be
2 returned to their respective positions in the Action as they existed immediately prior to the
3 execution of this Settlement Agreement. Furthermore, nothing said or represented in
4 connection with obtaining approval of the Court with respect to this settlement, either on a
5 preliminary or final basis, shall be admissible for any purpose other than to obtain approval
6 by the Court of this Settlement.

7 29. The Parties agree to the designation of Nosratilaw, APLC as Class Counsel.

8 30. Except as provided in Paragraph 10, Defendant agrees to pay on an all-in basis
9 a total sum of two hundred and twenty-five thousand dollars (\$225,000.00) which is
10 inclusive of attorneys' fees, costs, enhancement awards, and claims administration
11 expenses.

12 31. Funding of the Gross Settlement Fund. Defendant will deposit the Gross
13 Settlement Fund via wire transfer into a Qualified Settlement Account ("QSA") to be
14 established by the Settlement Administrator based on the following schedule. Payment
15 shall be in three (3) separate payments, outlined below. The three payments will be paid
16 as follows:

17 (a) First Installment: in the amount of \$75,000.0 shall be paid ten (10) days after the
18 Effective Date;

19 (b) Second Installment: in the amount of \$75,000.00 shall be paid six (6) months
20 after the First Installment Date; and

21 (c) Third Installment: in the amount of \$75,000.00 shall be paid six (6) months after
22 the Second Installment.

23 If the second or third payment due date falls on a weekend or State or Federal
24 holiday, then said payment will be made on the next business day. If a payment set forth
25 above is not timely received by the Settlement Administrator, it will be deemed a late
26 payment, which will constitute an event of default. In that event, Class Counsel shall email
27 a notice to Defendant's counsel advising them of the event of default and allowing up to
28 thirty (30) calendar days to cure it, which event of default shall be deemed cured upon the

1 delivery to the Settlement Administrator of the then past-due installment, together with an
2 additional \$5,000.00 late fee (“late payment fee”) payable to the Settlement Administrator.
3 Any late payment fee shall be added to the Net Settlement and distributed pro rata to
4 participating Class Members.

5 32. Attorney’s Fees and Costs. Defendant agrees not to oppose or impede any
6 application or motion by Class Counsel for Attorneys’ Fees and Costs. Class Counsel will
7 seek an award of Attorneys’ Fees not to exceed one-third (1/3) of the Gross Settlement
8 Fund, or Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) in attorney’s fees,
9 and actual litigation costs and expenses not to exceed Twenty- Five Thousand Dollars and
10 Zero Cents (\$25,000.00). Any funds allocated to Attorney’s Fees and Costs but not
11 awarded by the Court will be included in the Net Settlement Amount and distributed pro
12 rata to the Participating Class Members. The Settlement Administrator will issue IRS
13 Forms 1099 to Class Counsel for the Attorney’s Fees and Costs.

14 33. Class Representative Enhancement Payment. The Parties agree to the
15 designation of the Plaintiff as Class Representative in the Action. In exchange for general
16 releases, and in recognition of Plaintiff’s efforts and work in prosecuting the Action on
17 behalf of the Class Members, Defendant agrees not to oppose or impede any application or
18 motion for Class Representative Enhancement Payment not to exceed Five Thousand
19 Dollars and No Cents (\$5,000.00) to Plaintiff. The Class Representative Enhancement
20 Payment will be paid from the Gross Settlement Fund and will be in addition to Plaintiff’s
21 Individual Settlement Payment. Any funds allocated to the Class Representative
22 Enhancement Payment but not awarded by the Court will be included in the Net Settlement
23 Amount and distributed pro rata to the Participating Class Members. Plaintiff will be solely
24 responsible to pay any and all applicable taxes on the payments made pursuant to this
25 paragraph, and the Settlement Administrator will issue IRS Forms 1099 to Plaintiff for the
26 Class Representative Enhancement Payment.

27 34. Settlement Administration Costs. The Settlement Administrator will be paid
28 for the reasonable costs of administration of the Settlement and distribution of payments

1 from the Gross Settlement Fund, which Settlement Administration Costs shall not exceed
2 Twenty Thousand Dollars and No Cents (\$20,000.00). These costs, will include, *inter alia*,
3 the required tax reporting on the Individual Settlement Payments, the issuing of 1099
4 Forms, distributing Class Notices, creating and maintaining a toll-free telephone number,
5 calculating Individual Settlement Payments, and distributing the Gross Settlement Fund as
6 set forth herein, and providing necessary reports and declarations. These costs shall be
7 paid from the Gross Settlement Fund. Any funds allocated to Settlement Administration
8 Costs but not incurred by or otherwise paid to the Settlement Administrator will be
9 included in the Net Settlement Amount and distributed pro rata to the Participating Class
10 Members.

11 35. Individual Settlement Payment Calculations. The Individual Settlement
12 Payment for each Participating Class Member shall be determined based upon a weekly
13 formula set forth as follows. The Settlement Administrator will calculate the total number
14 of workweeks worked by all Class Members during the Class Period based upon the
15 records in Defendant's possession, custody or control ("Workweeks"). A partial workweek
16 will be counted as a full workweek. Defendant's workweek data will be presumed to be
17 correct, unless a particular Class Member proves otherwise to the Settlement Administrator
18 by credible evidence. The Parties and Settlement Administrator will cooperate in an
19 attempt to resolve all workweek disputes. The Settlement Administrator will then divide
20 the Net Settlement by the Workweeks to obtain the Per Workweek Value. The Settlement
21 Administrator shall then multiply the Per Workweek Value by each Class Member's
22 individual workweeks worked to determine the Individual Settlement Payment.

23 36. The entire Net Settlement Amount will be disbursed to all Class Members
24 who do not submit timely and valid Requests for Exclusion. If there are any timely and
25 valid Requests for Exclusion from members of the Settlement Class, the Settlement
26 Administrator shall not include any workweeks attributable to such individuals as part of
27 the calculation of the total class-wide qualifying Workweeks so that the amount available
28 for distribution to the Participating Class Members equals 100% of the Net Settlement

1 Amount.

2 37. No Credit To Benefit Plans. The Individual Settlement Payments made to
3 Participating Class Members shall be deemed to be paid to such Participating Class
4 Members solely in the year in which such payments actually are received by the
5 Participating Class Members. It is expressly understood and agreed that such Individual
6 Settlement Payments will not be utilized to calculate any additional compensation or any
7 additional benefits under any compensation or benefit plans to which any Class Member
8 may be eligible, including, but not limited to: bonus, contest or commissions plans; profit-
9 sharing plans, bonus plans, 401(k) plans, stock purchase plans, deferred compensation
10 plans; vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
11 the Parties' intention that this Settlement Agreement will not affect any rights,
12 contributions, or amounts to which any Class Members may be entitled under any
13 compensation or benefit plans.

14 38. Administration Process. The Parties agree to cooperate in the administration
15 of the settlement and to make all reasonable efforts to control and minimize the costs and
16 expenses incurred in administration of the Settlement.

17 39. Delivery of the Class List. Within thirty (30) calendar days of Preliminary
18 Approval, Defendant will provide the Class List to the Settlement Administrator. In the
19 event Defendant fails to provide a complete Class List within said 30 calendar days,
20 Defendant will provide the Class List it has compiled at that time to Settlement
21 Administrator and then will have fifteen (15) additional calendar days to provide the
22 remainder of the Class List to the Settlement Administrator.

23 40. Notice by First-Class U.S. Mail. Within thirty (30) calendar days after
24 receiving the Class List from Defendant, the Settlement Administrator will mail a Class
25 Notice to all Class Members via regular First-Class U.S. Mail, using the most current,
26 known mailing addresses identified in the Class List.

27 41. Confirmation of Contact Information in the Class List. Prior to mailing, the
28 Settlement Administrator will perform a search based on the National Change of Address

1 Database for information to update and correct for any known or identifiable address
2 changes. Any Class Notices returned to the Settlement Administrator as non-deliverable
3 on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail
4 to the forwarding address affixed thereto and the Settlement Administrator will indicate
5 the date of such re-mailing on the Class Notice. If no forwarding address is provided, the
6 Settlement Administrator will promptly attempt to determine the correct address using a
7 skip-trace or other search using the name, address and/or Social Security Number of the
8 Class Member involved, and will then perform a single re-mailing. The Response Deadline
9 will be extended for fifteen (15) calendar days for all remailed Notices.

10 42. Class Notices. All Class Members will be mailed a Class Notice via First
11 Class U.S. Mail. Each Class Notice will provide: (i) information regarding the nature of
12 the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class
13 definition; (iv) the total number of qualifying workweeks worked by each respective Class
14 Member while working for Equinox as a Membership Advisor or Senior Membership
15 Advisor in California during the Class Period; (v) each Class Member's estimated
16 Individual Settlement Payment and the formula for calculating Individual Settlement
17 Payments; (vi) the procedure for a Class Member to dispute the calculation of their
18 estimated Individual Settlement Payments; (vii) instructions on how to submit a Request
19 for Exclusion or Objection; (viii) the deadlines by which the Class Member must postmark
20 Requests for Exclusion, and the deadlines by which the Class Members must postmark
21 Objections to the Settlement; and (ix) the claims to be released. The Class Notice shall be
22 in substantially the same form as Exhibit A hereto, as approved by the Court.

23 43. The Settlement Administrator will set up and maintain a toll-free telephone
24 number for Class Members to contact the Settlement Administrator regarding the
25 Settlement, and the toll-free telephone number will be identified in the Class Notice.

26 44. Disputed Information on Class Notices. Class Members will have an
27 opportunity to dispute the information provided in their Class Notices. To the extent Class
28 Members dispute their total qualifying workweeks while working for Defendant as a

1 Membership Advisor or Senior Membership Advisor during the Class Period, Class
2 Members may produce evidence to the Settlement Administrator showing that such
3 information in the Class Notice is inaccurate. The Settlement Administrator will decide
4 the dispute. Defendant's records will be presumed correct, but the Settlement
5 Administrator will evaluate the evidence submitted by the Class Member and will make
6 the final decision as to the merits of the dispute, which decision shall be final and
7 unappealable by any Party or Class Member. All disputes will be resolved within ten (10)
8 business days of the Response Deadline.

9 45. Request for Exclusion Procedures. Any Class Member wishing to opt-out
10 from the Settlement Agreement must sign and postmark a written Request for Exclusion to
11 the Settlement Administrator within the Response Deadline. The postmark date will be the
12 exclusive means to determine whether a Request for Exclusion has been timely submitted.

13 46. Defective Submissions. If a Class Member's Request for Exclusion is
14 defective as to the requirements listed herein, that Class Member will be given an
15 opportunity to cure the defect(s). The Settlement Administrator will mail the Class
16 Member a cure letter within three (3) business days of receiving the defective submission
17 to advise the Class Member that his, her, or their submission is defective and that the defect
18 must be cured to render the Request for Exclusion valid. The Class Member will have until
19 the later of (i) the Response Deadline or (ii) seven (7) calendar days from the date of the
20 cure letter to postmark a revised Request for Exclusion. If the revised Request for
21 Exclusion is not postmarked within that period, it will be deemed untimely.

22 47. Option to Rescind the Settlement Agreement. Defendant may elect, at its sole
23 option, to rescind the Settlement if more than ten percent (10%) of Class Members submit
24 timely and valid Requests for Exclusion. In the event the Settlement Agreement is
25 rescinded or not otherwise approved, the Parties will split equally incurred Settlement
26 Administrator Costs.

27 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
28 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a

1 timely and valid Request for Exclusion will be bound by all of its terms, including those
2 pertaining to the Released Class Claims, will be bound by all of the Settlement
3 Agreement’s terms, as well as any Judgment that may be entered by the Court if it grants
4 final approval to the Settlement.

5 a. FLSA Waiver. By operation of cashing, depositing or otherwise
6 negotiating their Individual Settlement Payment checks, Class Members
7 will be deemed to have opted-in to the settlement for purposes of the Fair
8 Labor Standards Act. (“FLSA”).

9 49. Objection Procedures. To object to the Settlement Agreement, a Class
10 Member must timely submit to the Settlement Administrator a written Objection. Any
11 written Objection must be signed by the Class Member and contain all information required
12 by this Settlement Agreement, and as specified in the Class Notice. Written Objections
13 must be mailed to the Settlement Administrator as explained in the Class Notice. The
14 Settlement Administrator will forward copies of all written Objections to both Class
15 Counsel and counsel for the Defendant within three (3) calendar days of receipt. The
16 postmark date will be deemed the exclusive means for determining whether a written
17 Objection is timely. Class Members who fail to object in the manner specified above will
18 be deemed to have waived all objections to the Settlement and will be foreclosed from
19 making any objections, whether by appeal or otherwise, to the Settlement Agreement.
20 Alternatively, any Class Member may appear at the Final Approval Hearing, personally or
21 through their own counsel, in order to have their objections heard by the Court, regardless
22 of whether such Class Member submits a written Objection. Only those Class Members
23 who do not submit a Request for Exclusion may object to the Settlement. At no time will
24 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
25 submit written or oral objections to the Settlement Agreement or appeal from the Order
26 and Judgment. Class Counsel will not represent any Class Members with respect to any
27 such objections to this Settlement.

28 50. Certification Reports. The Settlement Administrator will provide all counsel

1 with a weekly report that certifies the number of Class Members who have submitted valid
2 Requests for Exclusion, and whether any Class Member has submitted a challenge to any
3 information contained in their Class Notice. Additionally, the Settlement Administrator
4 will provide to counsel for both Parties any updated reports regarding the administration
5 of the Settlement Agreement as needed or requested.

6 51. Distribution of Settlement Payments. Within thirty (30) calendar days of
7 receipt of each Installment Payment, the Settlement Administrator will issue on a pro rata
8 basis all Court-approved payments to: (i) the Participating Class Members; (ii) Plaintiff;
9 (iii) Class Counsel, and (iv) itself. Payments to Class Counsel shall be made payable to
10 “NOSRATILAW, APLC,” or sent by wire transfer to wire information to be provided by
11 Class Counsel, which the Settlement Administrator shall confirm orally with Class Counsel
12 prior to sending any wire transfer.

13 52. Un-cashed Settlement Checks. If a Participating Class Member’s Individual
14 Settlement Payment check is not cashed within 120 days after mailing to the Participating
15 Class Member, the Settlement Administrator will send the Participating Class Member a
16 letter informing him or her that unless the check is cashed in the next 60 days, it will expire
17 and become non-negotiable, and offer to replace the check if it was lost or misplaced. All
18 funds represented by uncashed checks and funds represented by Individual Settlement
19 Payments returned as undeliverable from the distributions of the First and Second
20 Installment Payments will be added back into the Net Settlement Amount, and distributed
21 pro rata to the Participating Class Members with the next distribution. If any checks remain
22 uncashed following distribution of the Third Installment Payment, the funds represented
23 by those checks and funds represented by Individual Settlement Payment checks returned
24 as undeliverable will be sent to the California unclaimed fund.

25 53. Certification of Completion. Upon completion of administration of the
26 Settlement, the Settlement Administrator will provide a written declaration under oath to
27 certify such completion to the Court and counsel for all Parties.

28 54. Treatment of Individual Settlement Payments. All Individual Settlement

1 Payments to Participating Class Members will be allocated as follows: (i) Twenty Percent
2 (20%) of each Individual Settlement Payment will be allocated as wages for which an IRS
3 W-2 will be issued; and Eighty Percent (80%) of each Individual Settlement Payment will
4 be allocated non-wage interest and penalties for which IRS Forms 1099-MISC will be
5 issued.

6 55. Administration of Taxes by the Settlement Administrator. The Settlement
7 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and
8 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts
9 paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
10 forwarding all payroll taxes and penalties to the appropriate government authorities.

11 56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
12 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
13 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY,
14 AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION
15 OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
17 ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH
18 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
20 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2)
21 THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
22 HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
23 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS
24 NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
26 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON
27 ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER
28 TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE

1 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
2 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
3 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
4 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
5 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
7 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
8 THIS AGREEMENT.

9 57. No Prior Assignments. The Parties and their counsel represent, covenant, and
10 warrant that they have not directly or indirectly assigned, transferred, encumbered, or
11 purported to assign, transfer, or encumber to any person or entity, including, without
12 limitation, to any third-party funding source, any portion of any liability, claim, demand,
13 action, cause of action, recovery, or right herein released and discharged.

14 58. If for any reason the Settlement is not approved, including, without limitation,
15 at the preliminary approval or final approval stage, the Parties agree to address any
16 concerns raised by the Court by using best efforts and working together in good faith to
17 obtain approval; among other things, if the Court does not grant the Parties' motion(s) for
18 preliminary and/or final approval, the Parties agree that they will file further motions for
19 approval if necessary. However, if the Parties are unable to obtain final approval, they
20 agree that the actions shall return to the status quo pre execution of the June 14, 2023
21 Memorandum of Understanding in the Action, that the First Amended Complaint in Action
22 shall be the operative complaint.

23 59. Preliminary Approval Hearing. Plaintiff has obtained a hearing before the
24 Court to request the Preliminary Approval of the Settlement, and the entry of a Preliminary
25 Approval Order for (a) conditional certification of the Settlement Class for settlement
26 purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c)
27 setting a date for the Final Approval Hearing. The Preliminary Approval Order will
28 provide for the Class Notice to be sent to all Class Members as specified herein. In

1 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement
2 Agreement, which sets forth the terms of this Settlement, and will include the proposed
3 Class Notice, which is attached hereto as Exhibit A.

4 60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration
5 of the deadline to postmark Requests for Exclusion and Objections, and with the Court's
6 permission, a Final Approval Hearing will be conducted to determine the Final Approval
7 of the Settlement, along with the amounts properly payable for: (i) Individual Settlement
8 Payments; (ii) the Class Representative Enhancement Payments; (iii) Attorney's Fees and
9 Costs; and (iv) all Settlement Administration Costs. The Final Approval Hearing will not
10 be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
11 will be responsible for drafting all documents necessary to obtain final approval. Class
12 Counsel will also be responsible for drafting the application for the Representative
13 Enhancement Payments and Attorney's Fees and Costs, and a request for approval of the
14 Settlement Administration Costs, to be heard at the Final Approval Hearing.

15 61. Releases by Plaintiff and Participating Class Members. Upon the Effective
16 Date, and conditioned upon full satisfaction of the Parties obligations under this Settlement
17 Agreement, including, but not limited to, Defendant's payment obligations as set forth
18 above, Plaintiff and all Participating Class Members will be deemed to have released the
19 Released Class Claims and will be barred from bringing or prosecuting any of the Released
20 Class Claims against the Released Parties.

21 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement
22 by the Court or after the Final Approval Hearing, the Parties will present the Judgment to
23 the Court for its approval. After entry of the Judgment, the Court will have continuing
24 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
25 terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment
26 matters as may be appropriate under court rules or as set forth in this Settlement Agreement.
27 The Judgment shall provide that the Court retains jurisdiction for such purposes.

28 63. Release by Plaintiff. Upon the Effective Date, in addition to the claims being

1 released by all Participating Class Members, Plaintiff will release and forever discharge
2 the Released Parties, to the fullest extent permitted by law, of and from any and all claims,
3 known and unknown, asserted and not asserted, which Plaintiff has or may have against
4 the Released Parties as of the date of execution of this Settlement Agreement. To the extent
5 the foregoing releases are releases to which Section 1542 of the California Civil Code or
6 similar provisions of other applicable law may apply, Plaintiff expressly waives any and
7 all rights and benefits conferred upon him by the provisions of Section 1542 of the
8 California Civil Code or similar provisions of applicable law, which are as follows:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
10 **WHICH THE CREDITOR OR RELEASING PARTY DOES NOT**
11 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
12 **THE TIME OF EXECUTING THE RELEASE, WHICH IF**
13 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
14 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
15 **OR RELEASED PARTY.**

16 64. Exhibit Incorporated by Reference. The terms of this Settlement Agreement
17 include the terms set forth in the attached Exhibit, which is incorporated by this reference
18 as though fully set forth herein. Any Exhibit to this Settlement Agreement is an integral
19 part of the Settlement.

20 65. Entire Agreement. This Settlement Agreement and attached Exhibit
21 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
22 written or oral agreements may be deemed binding on the Parties. The Parties expressly
23 recognize California Civil Code Section 1625 and California Code of Civil Procedure
24 Section 1856(a), which provide that a written agreement is to be construed according to its
25 terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree
26 that no such extrinsic oral or written representations or terms will modify, vary or
27 contradict the terms of this Settlement Agreement.

28 66. Amendment or Modification. Except as to non-material changes required by

1 the Court, no amendment, change, or modification to this Settlement Agreement will be
2 valid unless in writing and signed by the Parties. Concerning non-material changes
3 required by the Court, the Parties agree that their counsel may submit stipulated
4 amendments to this Settlement Agreement without obtaining further signatures from the
5 Parties.

6 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
7 warrant and represent they are expressly authorized by the Parties whom they represent to
8 negotiate this Settlement Agreement and to take all appropriate action required or permitted
9 to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms
10 and to execute any other documents required to effectuate the terms of this Settlement
11 Agreement. The Parties and their counsel will cooperate with each other and use their best
12 efforts to effect the implementation of the Settlement. If the Parties are unable to reach
13 agreement on the form or content of any document needed to implement the Settlement, or
14 on any supplemental provisions that may become necessary to effectuate the terms of this
15 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

16 68. Binding on Successors and Assigns. This Settlement Agreement will be
17 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
18 previously defined.

19 69. California Law Governs. All terms of this Settlement Agreement and Exhibit
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 70. Execution and Counterparts. This Settlement Agreement is subject only to
22 the execution of all Parties. However, the Settlement Agreement may be executed in one
23 or more counterparts. All executed counterparts and each of them, including facsimile and
24 scanned copies of the signature page, will be deemed to be one and the same instrument
25 provided that counsel for the Parties will exchange among themselves original signed
26 counterparts. Electronic signatures (e.g., DocuSign signatures) shall have the same force
27 and legal effect as a handwritten, ink signature and shall be fully enforceable.

28 71. Invalidity of Any Provision. Before declaring any provision of this Settlement

1 Agreement invalid, the Court will first attempt to construe the provision as valid to the
2 fullest extent possible consistent with applicable precedents so as to define all provisions
3 of this Settlement Agreement valid and enforceable.

4 72. Waiver of Certain Appeals. The Parties agree to waive appeals; except,
5 however, that either party may appeal any court order that materially alters the Settlement
6 Agreement's terms.

7 73. Notices. Unless otherwise specifically provided herein, all notices, demands
8 or other communications given hereunder shall be in writing and shall be deemed to have
9 been duly given as of the third business day after mailing by United States registered or
10 certified mail, return receipt requested, addressed as follows:

11
12 To Plaintiff and the Settlement Class:

13 Omid Nosrati
14 NOSRATILAW, APLC
15 1801 Century Park East, Suite 840
16 Los Angeles, California 90067
17 Telephone: (310) 553-5630
18 Facsimile: (310) 553-5691
19 Email: omid@nosratilaw.com

20 To Defendant:

21 Adam Y. Siegel
22 Gabriel A. Mendoza
23 JACKSON LEWIS P.C.
24 725 South Figueroa St., Suite 2500
25 Los Angeles, CA 90017

26 74. Non-Admission of Liability. The Parties enter into this Settlement to resolve
27 the dispute that has arisen between them and to avoid the burden, expense and risk of
28 continued litigation. In entering into this Settlement, Defendant does not admit, and
specifically denies, that it violated any federal, state, or local law; violated any regulations
or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
or legal requirements; breached any contract; violated or breached any duty; engaged in

1 any misrepresentation or deception; or engaged in any other unlawful conduct with respect
2 to their employees. Neither this Settlement Agreement, nor any of its terms or provisions,
3 nor any of the negotiations connected with it, will be construed as an admission or
4 concession by Defendant of any such violations or failures to comply with any applicable
5 law. Except as necessary in a proceeding to enforce the terms of this Settlement, this
6 Settlement Agreement and its terms and provisions will not be offered or received as
7 evidence in any action or proceeding to establish any liability or admission on the part of
8 Defendant or to establish the existence of any condition constituting a violation of, or a
9 non-compliance with, federal, state, local or other applicable law.

10 75. Waiver. No waiver of any condition or covenant contained in this Settlement
11 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
12 considered to imply or constitute a further waiver by such party of the same or any other
13 condition, covenant, right or remedy.

14 76. Mutual Preparation. The Parties have had a full opportunity to negotiate the
15 terms and conditions of this Settlement Agreement. Accordingly, this Settlement
16 Agreement will not be construed more strictly against one party than another merely by
17 virtue of the fact that it may have been prepared by counsel for one of the Parties, it being
18 recognized that, because of the arms-length negotiations between the Parties, all Parties
19 have contributed to the preparation of this Settlement Agreement.

20 77. Representation By Counsel. The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this
22 Settlement Agreement, and that this Settlement Agreement has been executed with the
23 consent and advice of counsel. Further, Plaintiff and Plaintiff's Counsel warrant and
24 represent that there are no liens on the Settlement Agreement.

25 78. All Terms Subject to Final Court Approval. All amounts and procedures
26 described in this Settlement Agreement herein will be subject to final Court approval.

27 79. Cooperation and Execution of Necessary Documents. All Parties will
28 cooperate in good faith and execute all documents to the extent reasonably necessary to

1 effectuate the terms of this Settlement Agreement.

2 80. Binding Agreement. The Parties warrant that they understand and have full
3 authority to enter into this Settlement Agreement, and further intend that this Settlement
4 Agreement will be fully enforceable and binding on all parties, and agree that it will be
5 admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding
6 any mediation confidentiality provisions that otherwise might apply under federal or state
7 law.

8 81. Interim Stay of Proceedings. The Parties agree to stay and hold all
9 proceedings in the Action, except such proceedings necessary to implement and complete
10 the Settlement, in abeyance pending the Final Approval Hearing to be conducted by the
11 Court.

12 82. Other than filing any required notices of settlement in the Action, the Class
13 Representatives and Class Counsel will not make any public disclosure of the Settlement
14 or Confidential Memorandum of Understanding prior to the filing of Plaintiff's motion for
15 preliminary approval. Class Counsel will take all steps necessary to ensure the Class
16 Representatives are aware of and will encourage the Class Representatives to adhere to,
17 the restriction against any public disclosure of the Settlement or Confidential
18 Memorandum of Understanding until after the Court has entered an order granting
19 preliminary approval.

20 83. Following the filing of Plaintiff's motion for preliminary approval, the Class
21 Representatives and Class Counsel will not initiate any communications with the media
22 before the Court has entered an order granting preliminary approval. If either Party is asked
23 to comment on the Settlement prior to the Court entering an order granting preliminary
24 approval, said Party will state that they are not commenting on the settlement while the
25 Court is considering the motion for preliminary approval.

26 Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill
27 disclosure obligations reasonably required by law or in furtherance of business purposes,
28 including the fulfillment of obligations stated in this Settlement Agreement.

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SIGNATURES

PLAINTIFF

DEFENDANT

DATED:

DATED: 12/13/2023

EQUINOX HOLDINGS, INC.

By: _____
Marjorie Saint Hubert

By: Lawrence S. Rosen
Lawrence Rosen

APPROVED AS TO FORM:

DATED:

DATED: December 13, 2023

By: _____
Omid Nosrati

NOSRATILAW, APLC

Attorneys for Plaintiffs Marjorie Saint Hubert,
Valerie Martinez, and Therese Svengert

By: Adam Y. Siegel
Adam Y. Siegel
Gabriel A. Mendoza

JACKSON LEWIS P.C.

Attorneys for Equinox Holdings, Inc.

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SIGNATURES

PLAINTIFF

DEFENDANT

DATED: 12/12/2023

DATED:

EQUINOX HOLDINGS, INC.

By: 
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Marjorie Saint Hubert

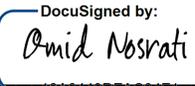
By: _____

Print Name

APPROVED AS TO FORM:

DATED: 12/8/2023

DATED:

By: 
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Omid Nosrati
NOSRATILAW, APLC
Attorneys for Plaintiffs Marjorie Saint Hubert,
Valerie Martinez, and Therese Svengert

By: _____
Adam Y. Siegel
Gabriel A. Mendoza
JACKSON LEWIS P.C.
Attorneys for Equinox Holdings, Inc.

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