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CHARLES SAN NICOLAS

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

CHARLES SAN NICOLAS, an individual,  
NATHAN KLIPFEL, an individual, on behalf of  
themselves, in their representative capacity on  
behalf of the State of California, and on behalf  
of all persons similarly situated,

Plaintiffs,

vs.

WEST COVINA CORPORATE FITNESS,  
INC., et al,

Defendants.

CASE NO.: BC616304 [consolidated with  
CASE NO.. BC665577; related to CASE  
NOS. 20STCV07368 and 20STCV27502)

[Complaint filed April 8, 2016; before  
Honorable Stuart M. Rice, Dept. SS-1]

**DECLARATION OF SCOTT VICK IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT, ATTORNEY  
FEE AWARD, COST AWARD, AND  
CLASS REPRESENTATIVE  
ENHANCEMENT**

**Filed Concurrently Herewith:**

1. Final Approval Motion
2. Declaration of Kyle R. Nordrehaug
3. [Proposed] Order
4. [Proposed] Judgment

Date: September 6, 2022  
Time: 10:30 a.m.  
Dept.: SS-1

1 **DECLARATION OF SCOTT VICK**

2 I, SCOTT VICK, declare as follows:

3 1. I am an attorney, founder and shareholder of Vick Law Group, APC (“VLG”),  
4 counsel of record for Plaintiff Nathan Klipfel (“Klipfel”). I am a member in good standing of the  
5 State Bar of California and have been admitted to practice before this Court. I have personal  
6 knowledge of the facts set forth in this Declaration and, if called as a witness, could and would  
7 testify to such facts under oath.

8 2. This declaration is being submitted in support of Plaintiff Klipfel and Plaintiff  
9 Charles San Nicolas’ (collectively, “Plaintiffs”) unopposed motion for preliminary approval of  
10 the proposed class action settlement with Defendants Gym Management Services, Inc., Gold’s  
11 Gym SoCal aka Gold’s Gym SoCal Group, Angel Banos, William Banos, West Covina  
12 Corporate Fitness, Inc., Muscle Head, Inc., Muscle Bound, Inc., LA Corporate Fitness, Inc.,  
13 Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City  
14 Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa  
15 Anita Corporate Fitness, Inc., Montclair Corporate Fitness, Inc., Santa Barbara Corporate  
16 Fitness, Inc., Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana  
17 Corporate Fitness, Inc., and Gym Management Services, Inc. (collectively, “Defendants”).

18 3. A true and correct copy of the Stipulation of Class Action Settlement and Release  
19 of Claims (“Settlement Agreement”) is attached hereto as **Exhibit A**.

20 **I. CLASS COUNSEL’S BACKGROUND AND EXPERIENCE**

21 4. I have an undergraduate and graduate degree (4.0) from California State  
22 University, Fresno. I graduated from Loyola of Los Angeles Law School in 1994 in the top 5%  
23 of the class. I was a staff member and later a notes editor of the Loyola of Los Angeles Law  
24 Review, and during law school externed for Judge Alex Kozinski, of the United States Court of  
25 Appeals for the Ninth Circuit.

26 5. Prior to opening my own law firm in 2008, I was an associate at Jones, Day,  
27 Reavis & Pogue (“Jones Day”) (1994-1995) and an associate at Millbank, Tweed, Hadley &  
28

1 McCloy (“Millbank”) (1995-2000). In or about 2000, I joined the law firm of Alschuler  
2 Grossman Stein & Kahan (“Alschuler Grossman”) in Century City and was elected partner.  
3 Alschuler merged into Bingham McCutchen, where I remained as an equity partner until late  
4 2008.

5 6. I am former President (2009-2010), Board Member, and Litigation Chair of the  
6 Century City Bar Association.

7 7. Throughout my career, I litigated as lead plaintiffs’ counsel in an employment  
8 class action entitled *Stephanie Zamora v. Ambulnz Health, LLC, et al.*, 18SCV00385 (Superior  
9 Court of the State of California, County of Los Angeles) (final settlement pending) and was co-  
10 defense counsel on the following class actions:

- 11 • *Aronson, et al. v. McKesson HBOC, Inc., et al.*, 5:99-cv-20743-RMW  
12 (United States District Court, Northern District of California).
- 13 • *In Re: Peregrine Sys. Inc., et al. v. et al.*, 3:02-cv-00870-BEN (United  
14 States District Court, Southern District of California).
- 15 • *Spiegel, et al. v. Peregrine Sys. Inc., et al.*, 3:02-cv-00926-BEN (United  
16 States District Court, Southern District of California).
- 17 • *Alan Marshall, et al. v. Peregrine Systems, Inc., et al.*, 3:02-cv-00870-  
18 BEN (Judicial Panel on Multidistrict Litigation).
- 19 • *Michael J. Farrell v. Peregrine Systems, Inc., et al.*, 3:02-cv-01120-BEN  
20 (Judicial Panel on Multidistrict Litigation).
- 21 • *Chris Martin v. Peregrine Systems, Inc., et al.*, 3:02-cv-00887-BEN  
22 (Judicial Panel on Multidistrict Litigation).
- 23 • *Peter Ahrens v. Peregrine Systems, Inc., et al.*, 3:02-cv-00885-BEN  
24 (Judicial Panel on Multidistrict Litigation).
- 25 • *Stoneridge Investment Partners, LLC v. Peregrine Systems, Inc., et al.*,  
26 3:02-cv-01073-BEN (Judicial Panel on Multidistrict Litigation).
- 27 • *Mendel Spiegel, et al. v. Peregrine Systems, Inc., et al.*, 3:02-cv-00926-  
28 BEN (Judicial Panel on Multidistrict Litigation).
- *Randy Lee v. Peregrine Systems, Inc., et al.*, 3:02-cv-00979-BEN (Judicial  
Panel on Multidistrict Litigation).
- *Stephen Anish v. Peregrine Systems, Inc., et al.*, 3:02-cv-01047-BEN  
(Judicial Panel on Multidistrict Litigation).

- 1 • *Felix Lecocq v. Peregrine Systems, Inc., et al.*, 3:02-cv-02550-BEN  
(Judicial Panel on Multidistrict Litigation).
- 2 • *Heywood Waga v. Peregrine Systems, Inc., et al.*, 3:02-cv-01095-BEN  
(Judicial Panel on Multidistrict Litigation).
- 3 • *Mateo Camarillo, et al. v. Peregrine Systems, Inc., et al.*, 3:02-cv-01168-  
4 BEN (Judicial Panel on Multidistrict Litigation).
- 5 • *Alan Hylton v. Peregrine Systems, Inc., et al.*, 3:02-cv-01207-BEN  
(Judicial Panel on Multidistrict Litigation).
- 6 • *Katy Cox v. Peregrine Systems, Inc., et al.*, 3:02-cv-01176-BEN (Judicial  
7 Panel on Multidistrict Litigation).
- 8 • *Michele Voth v. Peregrine Systems, Inc., et al.*, 3:02-cv-01238-BEN  
(Judicial Panel on Multidistrict Litigation).
- 9 • *In Re: Seracare Life, et al. v. et al.*, 3:05-cv-02335-JLS (United States  
10 District Court, Southern District of California).
- 11 • *Lawrence Cagney v. Apple Computer, Inc.*
- 12 • *Andersen v. McKesson Corporation, et al.*, 5:06-cv-02035-RMW (United  
13 States District Court, Northern District of California).
- 14 • *Magana Cathcart McCarty v. CB Richard Ellis, Inc.*, BC348916 (Superior  
15 Court of the State of California, County of Los Angeles).
- 16 • *George Pappas v. Countrywide Financial Corp., et al.*, 2:07-cv-05295-  
17 MRP (United States District Court, Central District of California).
- 18 • *George Pappas v. Countrywide Financial Corp., et al.*, 2:07-cv-05295-  
19 MRP (Judicial Panel on Multidistrict Litigation).
- 20 • *Garfield v. Openwave Systems, Inc., et al.*, 1:07-cv-01309-DLC (United  
21 States District Court, Southern District of New York).
- 22 • *Richard Layne v. Countrywide Financial Corp., et al.*, 2:08-cv-03262-  
23 MRP (United States District Court, Central District of California).
- 24 • *Julietta Teratsonian v. Countrywide Financial Corp., et al.*, 2:08-cv-  
25 03262-MRP (United States District Court, Central District of California).
- 26 • *Barry R. Lloyd v. CVB Financial Corp., et al.*, 2:10-cv-06256-MMM  
(United States District Court, Central District of California).
- 27 • *Carl Englund, Jr. v. CVB Financial Corp., et al.*, 2:10-cv-06815-MMM  
(United States District Court, Central District of California).
- 28 • *Craftwood II, Inc. v. Tomy International, Inc.*, 30-2012-00590815-CU-  
MC-CXC (Superior Court of the State of California, County of Orange).
- *Craftwood II, Inc. v. Tomy International, Inc., et al.*, 3:12-cv-02250  
(United States District Court, Southern District of California).

- 1 • *Craftwood II, Inc. v. Tomy International, Inc., et al.*, 8:12-cv-01710-DOC (United States District Court, Central District of California).
- 2 • *Holly Freyja v. Dun & Bradstreet, et al.*, 2:14-cv-07831-JFW (United States District Court, Central District of California).
- 3 • *Ann Fox v. Hoovers, Inc.*, 2:15-cv-03031-DSF (United States District Court, Central District of California).
- 4 • *Jeffrey A. Thomas v. Dun & Bradstreet Credibility Corp.*, 2:15-cv-03194-BRO (United States District Court, Central District of California).
- 5 • *Kristyne Hanberg v. DeviantArt, Inc.*, BC615184 (Superior Court of the State of California, County of Los Angeles).
- 6 • *Jackie Winters v. Lendingtree, LLC, et al.*, 2:17-cv-00191-BRO (United States District Court, Central District of California).
- 7 • *Universal Health Resources v. MDC Acquisition Co. et al.*, BC415244, Superior Court of California, County of Los Angeles (2009).
- 8 • *Stephanie Zamora v. Ambulnz Health, LLC et al*, 18STCV00385, Superior Court of California, County of Los Angeles (2022)

## 13 **II. SUMMARY OF THE LITIGATION AND PROCEDURAL HISTORY**

### 14 **A. The Parties**

15 8. Defendants Angel and William Banos own the Gold’s Gym franchise for  
16 Southern California (and Cuba), own and control each of the gyms, and own and control  
17 Defendant Gym Management Services (“GMS”), which controlled top-down the employment  
18 policies and working conditions of all employees at all of the gyms at issue here, such that they  
19 are all joint employers under California law of all non-exempt gym employees at each of the  
20 gyms.

21 9. Plaintiff Charles San Nicolas was non-exempt employee employed as a personal  
22 trainer at the Gold’s Gym location in West Covina, California (West Covina Corporate Fitness,  
23 Inc.) from July of 2014 through November of 2015.

24 10. Plaintiff Nathan Klipfel was non-exempt employee employed as a personal trainer  
25 at the Gold’s Gym facility in Arcadia, California (incorporated as Santa Anita Corporate Fitness,  
26 Inc.) from May 16, 2016 until January 18, 2017.

1           **B.       Procedural Background and Claims**

2                   **1.       The San Nicolas Action**

3           11.       On April 8, 2016, the *San Nicolas Action*, entitled *San Nicolas v. West Covina*  
4 *Corporate Fitness, Inc.*, LASC Case No. BC616304), was filed as a class action on behalf of San  
5 Nicolas against Defendant West Covina Corporate Fitness, Inc. (“West Covina Fitness”), which  
6 operates as a “Gold’s Gym.” On June 3, 2016, San Nicolas added a PAGA claim.<sup>1</sup>

7           12.       On October 21, 2016, Defendants filed a Motion to Compel Arbitration and  
8 Dismiss Class Claims. The litigation was stayed pending a Supreme Court Ruling in *Morris v.*  
9 *Ernst & Young, LLP*, 834 F.3d 975 (9<sup>th</sup> Cir. 2016). During the stay, San Nicolas filed a Second  
10 Amended Complaint, adding two additional individuals (Peter Contreras and David Price) as  
11 plaintiffs.

12           13.       On June 22, 2018, Plaintiff David Price filed a Demand for Arbitration with the  
13 American Arbitration Association entitled *Price v. West Covina Corporate Fitness, Inc.*, AAA  
14 Case No. 01-18-0002-4496. On June 22, 2018, Plaintiff Peter Contreras filed a Demand for  
15 Arbitration with the American Arbitration Association entitled *Contreras v. West Covina*  
16 *Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4494. This left one plaintiff (San Nicolas)  
17 asserting only a PAGA claim in the *San Nicolas Action* against Defendant West Covina Fitness.

18           14.       On July 6, 2018, the San Nicolas parties stipulated to lift the 17-month-old stay  
19 after the Supreme Court decided the *Morris* case, and the Court dismissed the class action claims  
20 and the individual claims of all Plaintiffs.

21                   **2.       The Klipfel Action**

22           15.       On June 19, 2017, Klipfel filed a PAGA-only action against Santa Anita  
23 Corporate Fitness, which also operates as a Gold’s Gym, entitled *Klipfel v. Gym Management*  
24 *Services, Inc. et al.*, LASC Case No. 665577 (Judge Michael P. Linfield, Dept. 34) (the “*Klipfel*  
25 *Action*”).

26           16.       After filing the initial complaint, Klipfel’s counsel conducted additional  
27

28 <sup>1</sup> In the PAGA claim, Plaintiff San Nicolas asserted violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2802 and the Applicable Wage Order.

1 investigation focused on whether all of the separate Gold’s Gyms in Southern California  
2 operated as a single enterprise, thereby making that enterprise a joint employer of Klipfel.  
3 Thereafter, Klipfel’s counsel filed a second PAGA LWDA letter describing the entire alleged  
4 enterprise. A true and correct copy of Klipfel’s second PAGA LWDA letter is attached hereto as  
5 **Exhibit E**.

6 17. This was important because, while individual Gold’s Gym locations (each  
7 separately incorporated) were occasionally sued for PAGA claims, those lawsuits were on a  
8 gym-by-gym basis, rather than on an enterprise basis. (*See, e.g., Steven Jones v. Simi Valley*  
9 *Corporate Fitness*, LASC Case No. BC 610048). No other lawyers had pieced together, and  
10 asserted claims against the entire enterprise (as an unincorporated association), which controlled  
11 from the top down, the employment policy and conditions at each of the gyms.

12 18. In November 2017, after filing the second LWDA letter, Klipfel filed his First  
13 Amended Complaint which added 12 separate corporate defendants (12 of which own 16 gyms),  
14 2 individual owners (William and Angel Banos), and an unincorporated association (Gold’s Gym  
15 SoCal Group) under an enterprise liability theory for the entire Gold’s Gym operation operating  
16 as the franchise owned by the Banos Brothers. On September 17, 2018, Plaintiff Klipfel filed a  
17 Second Amended Complaint (“Klipfel SAC”), adding allegations additional Labor Code  
18 violations. Klipfel’s SAC sought civil penalties from March 29, 2016 to the present.

19 19. For fourteen months, (between November 2017 and January 2019), the principal –  
20 and hotly contested – issues in the *Klipfel Action* centered on enterprise liability and the  
21 individual liability of the Banos Brothers under Labor Code section 558.1.

22 20. For over a year, Klipfel propounded voluminous written discovery variously to  
23 the numerous separate defendants and eight (8) third party subpoenas were served. Klipfel also  
24 took the deposition of the head of Human Resources, and was weeks away from taking dozens  
25 more depositions scheduled to take place when Klipfel first learned of the *San Nicolas Action*.

26 21. One of the reasons that the attorneys’ fees sought in this motion are higher than a  
27 33% benchmark is that throughout the *Klipfel Action*, Defendants aggressively fought against  
28

1 discovery to establish an enterprise (while steadfastly denying any enterprise), necessitating  
 2 numerous meet-and-confer sessions (**31 of them**), informal discovery conferences with Judge  
 3 Michael Linfield (**5 of them**), and motions to compel (**8 of them**) by Plaintiff (4 of which were  
 4 heard; all were granted). Discovery alone in the *Klipfel Action* consumed at least 562.85 hours,  
 5 and the docket sheet in the *Klipfel Action* ran 40 pages by the time it was deemed related to the  
 6 *San Nicolas Action* and transferred to this Court.

7 22. Below is a summary of the written party and third-party discovery conducted in  
 8 the *Klipfel Action* by the Plaintiff:

No.	Date	Type	Set No.	Respondent
1	07/31/17	Requests for Production	1	Gym Management Services, Inc. ("GMS")
2	07/31/17	Requests for Production	1	Angel Banos
3	07/31/17	Requests for Production	1	Santa Anita Corporate Fitness, Inc.
4	07/31/17	Requests for Production	1	William Banos
5	07/31/17	Form Interrogatories	1	GMS
6	07/31/17	Form Interrogatories	1	Angel Banos
7	07/31/17	Form Interrogatories	1	Santa Anita Corporate Fitness, Inc.
8	07/31/17	Form Interrogatories	1	William Banos
9	07/31/17	Special Interrogatories	1	GMS
10	07/31/17	Special Interrogatories	1	Angel Banos
11	09/18/17	Requests for Production	2	GMS
12	09/18/17	Special Interrogatories	2	GMS
13	10/03/17	Requests for Production	2	Angel Banos
14	10/03/17	Requests for Production	2	Santa Anita Corporate Fitness, Inc.
15	10/03/17	Requests for Production	2	William Banos



No.	Date	Type	Set No.	Respondent
16	10/03/17	Requests for Production	3	GMS
17	10/05/17	Requests for Production	3	Angel Banos
18	10/05/17	Requests for Production	3	Santa Anita Corporate Fitness, Inc.
19	10/05/17	Requests for Production	3	William Banos
20	10/05/17	Requests for Production	4	GMS
21	10/06/17	Requests for Admission Re: Genuineness	1	Angel Banos
22	10/09/17	Requests for Admission	1	GMS
23	10/09/17	Requests for Admission	2	Angel Banos
24	10/10/17	Requests for Admission	1	Santa Anita Corporate Fitness
25	10/18/17	Form Interrogatories	2	GMS
26	10/18/17	Form Interrogatories	2	Angel Banos
27	10/18/17	Form Interrogatories	2	Santa Anita Corporate Fitness, Inc.
28	10/18/17	Form Interrogatories	2	William Banos
29	5/16/18	Requests for Production	5	GMS
30	5/17/18	Requests for Production	1	Individual "Corporate Fitness" entities including West Covina Corporate Fitness
31	7/20/18	Requests for Production	6	GMS
32	7/20/18	Special Interrogatories	3	GMS
33	7/20/18	Special Interrogatories	1	Santa Anita Corporate Fitness, Inc.
34	7/20/18	Special Interrogatories	1	Anaheim Corporate Fitness, Inc.
35	7/20/18	Special Interrogatories	1	Santa Barbara Corporate Fitness, Inc.
36	7/20/18	Special Interrogatories	1	Thousand Oaks Corporate Fitness, Inc.

No.	Date	Type	Set No.	Respondent
37	7/20/18	Special Interrogatories	1	Los Angeles Corporate Fitness, Inc.
38	7/20/18	Special Interrogatories	1	Culver City Corporate Fitness, Inc.
39	7/20/18	Special Interrogatories	1	Fullerton Corporate Fitness, Inc.
40	7/20/18	Special Interrogatories	1	West Covina Corporate Fitness, Inc.
41	7/20/18	Special Interrogatories	1	Valencia Corporate Fitness, Inc.
42	7/20/18	Special Interrogatories	1	Santa Ana Corporate Fitness, Inc.
43	7/20/18	Special Interrogatories	1	Simi Valley Corporate Fitness, Inc.
44	7/20/18	Special Interrogatories	1	Montclair Corporate Fitness, Inc.
45	7/20/18	Special Interrogatories	2	Santa Anita Corporate Fitness, Inc.
46	7/20/18	Special Interrogatories	2	Anaheim Corporate Fitness, Inc.
47	7/20/18	Special Interrogatories	2	Santa Barbara Corporate Fitness, Inc.
48	7/20/18	Special Interrogatories	2	Thousand Oaks Corporate Fitness, Inc.
49	7/20/18	Special Interrogatories	2	Los Angeles Corporate Fitness, Inc.
50	7/20/18	Special Interrogatories	2	Culver City Corporate Fitness, Inc.
51	7/20/18	Special Interrogatories	2	Fullerton Corporate Fitness, Inc.
52	7/20/18	Special Interrogatories	2	West Covina Corporate Fitness, Inc.
53	7/20/18	Special Interrogatories	2	Valencia Corporate Fitness, Inc.
54	7/20/18	Special Interrogatories	2	Santa Ana Corporate Fitness, Inc.
55	7/20/18	Special Interrogatories	2	Simi Valley Corporate Fitness, Inc.
56	7/20/18	Special Interrogatories	2	Montclair Corporate Fitness, Inc.
57	7/20/18	Special Interrogatories	3	Santa Anita Corporate Fitness, Inc.
58	7/20/18	Special Interrogatories	3	Anaheim Corporate Fitness, Inc.

No.	Date	Type	Set No.	Respondent
59	7/20/18	Special Interrogatories	3	Santa Barbara Corporate Fitness, Inc.
60	7/20/18	Special Interrogatories	3	Thousand Oaks Corporate Fitness, Inc.
61	7/20/18	Special Interrogatories	3	Los Angeles Corporate Fitness, Inc.
62	7/20/18	Special Interrogatories	3	Culver City Corporate Fitness, Inc.
63	7/20/18	Special Interrogatories	3	Fullerton Corporate Fitness, Inc.
64	7/20/18	Special Interrogatories	3	West Covina Corporate Fitness, Inc.
65	7/20/18	Special Interrogatories	3	Valencia Corporate Fitness, Inc.
66	7/20/18	Special Interrogatories	3	Santa Ana Corporate Fitness, Inc.
67	7/20/18	Special Interrogatories	3	Simi Valley Corporate Fitness, Inc.
68	7/20/18	Special Interrogatories	3	Montclair Corporate Fitness, Inc.

**Document Subpoenas to Third Parties**

No.	Date	Document	Subpoenaed Party
1	9/6/17	Deposition Subpoena for Production of Business Records	Paylocity Corp.
2	9/14/17	Deposition Subpoena for Production of Business Records	ABC Financial Services, Inc.
3	11/5/17	Deposition Subpoena for Production of Business Records	Mission Valley Bank
4	11/5/17	Deposition Subpoena for Production of Business Records	Wells Fargo Bank
5	11/5/17	Deposition Subpoena for Production of Business Records	Westfield Santa Anita Mall
6	11/6/17	Deposition Subpoena for Production of Business Records	Blaze PR
7	2/9/18	Deposition Subpoena for Production of Business Records	Windfarm Marketing, Inc.
8	2/12/18	Deposition Subpoena for Production of Business Records	BMC3, LLC

1           23.     Approximately 1,261 pages were produced by Defendants, including policy  
2 manuals, training materials, organizational charts, franchise documents, and Plaintiff's personnel  
3 files. Prior to the first mediation before JAMS mediator Hon. Ronald Sabraw (Ret.) in San Jose,  
4 California, Defendants produced an Excel Worksheet listing the clock-in and clock-out time for  
5 each day worked for each employee then at issue. Based on this chart, and Plaintiff's analysis,  
6 Plaintiff was able to determine: (1) time rounding errors where employees were not compensated  
7 for time worked; (2) a lack of meal and rest breaks; and (3) reporting time violations. Based on  
8 other documents, Plaintiff was able to establish a systematic failure of Defendants to reimburse  
9 employees for cell phone expenses. These issues, in turn, triggered other violations, such as the  
10 failure to pay wages, provide accurate wage statements, etc.

11           24.     Plaintiff's discovery was not limited to Defendants, in large part because Plaintiff  
12 was getting stonewalled on much of the critical discovery he needed. Therefore, in response to  
13 third-party subpoenas, approximately 4,064 pages were produced to Plaintiff. This does not  
14 include the substantial number of documents Plaintiffs obtained on their own from the Secretary  
15 of State, and on-line searches helping Plaintiff to establish the common enterprise. Among other  
16 things: (1) there was common ownership of each gym; (2) there was a seamless flow of officers  
17 and directors between and among them; (3) it operated as a single enterprise under the same  
18 franchise agreement; (4) each gym and its employees were controlled from the top-down  
19 beginning with the Banos Brothers, who controlled the working conditions of employees at each  
20 of the gyms; (5) all gyms used the same training materials, were trained in a common program at  
21 the "corporate" office of GMS; (6) all employees had common e-mail; used the same back-office  
22 time entry system; (7) employees at each location self-identified as employees of Gold's Gym  
23 SoCal; (8) there was a single HR department that had control of hiring and firing; and the list  
24 goes on.

25           25.     As for depositions, Plaintiff took the deposition of Defendants Director of HR,  
26 who, at defense counsel's instruction walked out of the deposition. A second deponent, also  
27 present, walked out of the deposition. A motion to compel was filed, and granted.

1           26.     After consulting with Defendants’ counsel, and clearing schedules, the following  
 2 depositions were scheduled by Plaintiff in the *Klipfel Action* shortly before Defendants sought to  
 3 settle the *Klipfel Action* by expanding the scope of the *San Nicolas Action*:

**Noticed Depositions**

No.	Date	Deponent	Position
1.	2/19/19	Julie Eveland	Director of HR
2.	2/19/19	Apryl Villamil	Former Director of HR
3.	10/27/17 (walked out of deposition) Re-noticed for 2/19/19	Chelsey Banos	Director of Field Support (HR)
4.	2/19/19	Kelly Court	Former HR Manager
5.	2/20/19	Sean Camarena	IT Administrator
6.	2/20/19	Josh Dominguez	Former Director of Marketing
7.	2/20/19	Michele (Woltemath) Wunder	Former Director of Support Services / Operations Manager
8.	2/20/19	Megan Hoffman	Retail Services
9.	2/21/19	Joan Ochoa	CSM - Arcadia
10.	2/21/19	Marcus Neal	Current GM – Arcadia / Former Membership Services Manager
11.	2/21/19	Ben Anzaldo	Former GM – Arcadia / Current GM - Glendale
12.	2/21/19	Erick Viera	Former FSM - Arcadia
13.	2/22/19	Beth Franklin	Director of Education
14.	2/22/19	John Monaco	Former Regional Director of Fitness
15.	2/22/19	Andrea Ausmus	Director of Fitness Operations

No.	Date	Deponent	Position
16.	2/22/19	Troy Wise	Director of Marketing
17.	2/25/19	Karina Chong	Accounts Payable Manager
18.	2/25/19	Ben Shapiro	Financial Data Analyst
19.	2/25/19	Shayna Summer	Member Services
20.	2/25/19	Jason Taylor	Director of Facilities
21.	2/26/19	Cesar Martinez	Regional Director
22.	2/26/19	Dustin Kasabo	Regional Director
23.	2/26/19	Bill Mucha	Regional Director
24.	2/26/19	Dwayne Dillard	Regional Director
25.	2/27/19	Greg Dunn	Former Director of IT
26.	2/27/19	Paul Becker	CFO
27.	2/27/19	Brian Morris	VP of Sales, Marketing & Revenue
28.	2/27/19	Tony Garilli	VP of Corporate Sales
29.	2/28/19	John Paul Yersick	VP of Training and Development
30.	2/28/19	Steve Sweener	VP of Operations
31.	2/28/19	Angel Banos	CEO
32.	3/1/19	Evangelina Young	Director of Operations

27. The following meet and confer letters were sent to Defendants' counsel in connection with litigation disputes:

No.	Date	Subject
1.	8/17/17	Defendants' Answer to Complaint
2.	9/21/17	W. Banos, A. Banos, Santa Anita, and GMS' responses to RFPs (Set One), Form Interrogatories (Set One), and Special Interrogatories and (Set One).

No.	Date	Subject
3.	10/3/17	Response to opposing counsel's 9/29/17 meet and confer letter.
4.	10/4/17	Request for IDC.
5.	10/4/17	Request for IDC.
6.	10/11/17	Response to opposing counsel's 10/10/17 meet and confer letter.
7.	10/18/17	Further response to opposing counsel's 9/29/17 and 10/10/17 meet and confer letters.
8.	10/19/17	GMS' responses to Special Interrogatories (Set Two).
9.	10/25/17	Apryl Villamil deposition obstruction.
10.	11/10/17	Responses to RFPs (Set Two) propounded on W. Banos, A. Banos, and Santa Anita, and RFPs (Set Three) propounded on GMS.
11.	11/10/17	Responses to RFPs (Set Three) propounded on W. Banos, A. Banos, and Santa Anita, and RFPs (Set Four) propounded on GMS.
12.	11/20/17	Post IDC meet and confer letter as requested by the Court.
13.	12/4/17	A. Banos' responses to Requests for Admission of Genuineness.
14.	12/4/17	Santa Anita's responses to Requests for Admission (Set One).
15.	12/10/17	Response to opposing counsel's 12/8/17 meet and confer letter.
16.	12/13/17	Requests for Admission (Set One) propounded on GMS and Requests for Admission (Set Two) propounded on A. Banos.
17.	12/13/17	Defendants' Answers to FAC.
18.	2/2/18	Confidentiality designations of third-party document production.
19.	5/4/18	GMS' responses to RFPs (Set One).
20.	5/14/18	Confidentiality designations of Santa Anita document production.

No.	Date	Subject
21.	5/14/18	GMS' responses to Form Interrogatories (Set One).
22.	5/14/18	GMS' responses to RFPs (Set Three) and A. Banos' responses to RFPs (Set Two).
23.	5/14/18	GMS' responses to RFPs (Set One).
24.	5/14/18	GMS' responses to RFPs (Set Four).
25.	5/14/18	GMS' responses to Special Interrogatories (Set One).
26.	5/14/18	GMS' responses to Special Interrogatories (Set Two).
27.	5/15/18	GMS' responses to RFAs (Set One) and Form Interrogatories (Set Two).
28.	5/16/18	Defendants' failure to produce privilege log.
29.	5/16/18	Doe Defendants' Answer to FAC.
30.	5/16/18	GMS' responses to Form Interrogatory 15.1.
31.	1/29/19	All outstanding discovery responses.

28. Five informal discovery conferences were held with Judge Linfield on the following dates:

No.	Date
1.	11/20/17
2.	1/5/18
3.	1/23/18
4.	2/6/19
5.	3/18/19

29. The following motions were filed:

No.	Date	Subject
1.	10/23/17	Motion to Compel GMS to Answer Form Interrogatories (Set One).
2.	10/27/17	Motion to Compel GMS to Answer Special Interrogatories (Set One).



3.	10/30/17	Motion to Compel GMS to Further Respond and Produce Documents in Response to RFPs (Set One).
4.	10/30/17	Motion to Compel Apryl Villamil to Answer Deposition Questions.
5.	7/17/18	Motion to Compel GMS to Further Respond and Produce Documents in Response to RFPs (Set One).
6.	7/17/18	Motion to Compel GMS to Again Answer Special Interrogatories (Set One).
7.	7/17/18	Motion to Compel GMS to Produce Documents in Response to RFPs (Set Five).
8.	7/17/18	Motion to Compel GMS to Again Answer Form Interrogatory 15.1.
9.	5/17/18	Motion for Leave to File a Second Amended Complaint.
10.	5/24/18	Demurrer to Defendants' Answer to FAC.

30. The following *ex parte* hearings were held:

No.	Date	Entity
1.	10/20/17	Defendants' Application for a Protective Order.
2.	5/24/18	Klipfel's Application for an Order to Shorten Time on Motion for Leave to File Second Amended Complaint.
3.	7/23/18	Klipfel's Application for Preservation of Evidence.
4.	2/1/19	Klipfel's Application for an Immediate Status Conference.
5.	2/6/19	Klipfel's Application for Leave to File a Complaint in Intervention.
6.	4/2/19	Klipfel's Application to File Brief in Excess of Page Limit.

31. The work that was required of Plaintiffs in this case was especially intense due to the litigation activities of the Defendants. After Defendants' second demurrer was overruled as to Defendants' contention that Angel and William Banos could not be individually liable under Labor Code § 558.1, Defendants filed a writ before the 2<sup>nd</sup> DCA. The 2<sup>nd</sup> DCA requested briefing, and the parties filed 150 pages of substantive briefing and hundreds of pages of

1 exhibits. The writ was ultimately denied.

2 **III. THE DISPUTE AMONG PLAINTIFFS' COUNSEL, THE LWDA'S ROLE, AND**  
3 **SETTLEMENT DISCUSSIONS LEADING TO THE PROPOSED CLASS**  
4 **ACTION SETTLEMENT AGREEMENT**

5 32. On October 3, 2018, unaware of the San Nicolas Action, Plaintiff Nathan Klipfel  
6 and the-then 16 Defendants mediated the *Klipfel* action before JAMS mediator Hon. Ronald  
7 Sabraw (Ret.) in San Jose, California. With no settlement reached at the end of the day, Judge  
8 Sabraw made a mediator's proposal of \$1,150,000. Defendants accepted; Plaintiff did not.

9 33. On January 15, 2019, Plaintiff San Nicolas mediated with West Covina Fitness in  
10 the *San Nicolas* action before Hon. William C. Pate (Ret.), which led to a settlement agreement  
11 whereby San Nicolas would settle not just claims against San Nicolas, but also all of the claims  
12 against all of the defendants in the Klipfel Action, which were not parties to that action at the  
13 time. The San Nicolas Plaintiffs sought to settle both actions for \$775,000.<sup>2</sup>

14 34. Shortly thereafter, Klipfel discovered the San Nicolas Settlement and took three  
15 steps: (1) he filed a motion to intervene in the San Nicolas Action (which was granted); (2) filed  
16 an opposition to the proposed settlement (which was never heard); and (3) urged that the LWDA  
17 intervene to investigate oppose the settlement and/or investigate, which would stay the action.

18 35. On April 9, 2019, the LWDA issued a rare "Notice of Commencement of  
19 Investigation" which, during the investigatory period, provided the LWDA exclusive jurisdiction  
20 over the PAGA claims and prohibited any of the parties from proceeding with a civil action. On  
21 April 24, 2019, this Court stayed the *San Nicolas* action for the duration of the LWDA's  
22 investigation.

23 36. On August 5, 2019, the LWDA notified Plaintiffs and Defendants that it was  
24 extending the time to investigate. Although the LWDA investigation is now closed, during the  
25 period it was open, and at the LWDA's suggestion, all of the parties discussed a global  
26 resolution. Defendants increased their global settlement offer from an aggregate of \$775,000 to  
27 \$1,150,000. Plaintiff Charles San Nicolas and Proposed Intervenor Plaintiff Nathan Klipfel

28 <sup>2</sup> On February 4, 2019, San Nicolas filed and served a Third Amended Complaint in the San  
Nicolas action pursuant to the terms of their attempted settlement.

1 agreed to the \$1,150,000 increased settlement. Class counsel have also agreed to the allocation  
2 of settlement proceeds and attorney's fees and costs.

3 37. But then the Covid pandemic hit, and, as a consequence, gyms were shuttered. In  
4 June 2020, the Parties notified the Court that in light of the effects of COVID 19 on Defendants'  
5 business, Defendants had requested that Plaintiffs' counsel reduce and restructure the settlement.  
6 Claiming they were suffering financial distress; Defendants sought a \$500,000 global settlement.

7 38. Although nobody had foreseen this Covid pandemic at the time, it turns out that  
8 Klipfel's litigation on the Labor Code § 558.1 issue (as to the individual liability of the Banos  
9 Brothers) up to the 2<sup>nd</sup> DCA may have ultimately been critical to reaching a settlement in this  
10 consolidated case. It is widely known that during the COVID pandemic, gyms were shut down  
11 and suffered financially (*e.g.*, on June 15, 2020, 24 Hour Fitness filed a Chapter 11 Bankruptcy  
12 Petition). But if the Banos Brothers were individually liable under Labor Code § 558.1 in this  
13 case, a bankruptcy petition by Gold's Gym SoCal (and its web of related entities) in this case  
14 might mean that the Banos Brothers would be left holding the bag, rather than the individual  
15 gyms. Thus, while Gold's Gym claimed financial distress during settlement negotiations, they  
16 did not file any bankruptcy petition and a generous settlement was obtained.

17 39. Nevertheless, it was self-evident that the Gold's Gym enterprise was substantially  
18 and adversely impacted by the Covid pandemic, as were all of its employees who could no  
19 longer go to work at the gyms. Given this reality, and the mutual desire of the parties to  
20 maximize the settlement dollars sent directly to impacted employees, the parties agreed to settle  
21 the dispute as a class action *and* PAGA case, not just as a PAGA-only case. Doing this  
22 benefitted both sides. The arbitration provisions in Defendants' employment agreements  
23 precluded bringing a class action, absent Defendants' consent. So, without Defendants' consent,  
24 no class action relief could be distributed to the impacted employees. By settling as a class with  
25 Defendants' consent, the impacted employees would receive more than they otherwise would  
26 receive in a PAGA-only settlement. In return, Defendants receive a limited release, giving them  
27 res judicata protection against certain claims of those employees.

1           40.     Thus, as part of the agreement for a \$1 million class action settlement, the Klipfel  
2 and San Nicolas plaintiffs filed a Fourth Amended and Consolidated Class Action Complaint on  
3 April 6, 2021, asserting claims for 11 causes of action. By virtue of common arbitration  
4 provisions binding on all employees, Plaintiffs could not have asserted class action claims  
5 against Defendants without their consent.

6           41.     As suggested by the sheer volume of discovery, and the LWDA's hands-on  
7 involvement, Class Counsel represent that they have conducted a thorough investigation into the  
8 facts of this case and have diligently pursued an investigation of the Class Members' claims  
9 against Defendants, including research of the applicable law, the potential defenses and review  
10 of relevant documents including Defendants' time records and policy documents, and average  
11 hourly rate of non-exempt employees.

12           42.     Plaintiffs and Class Counsel concluded, after taking into account the sharply  
13 disputed factual and legal issues involved in this action, the risks attending further prosecution,  
14 and the benefits to be received pursuant to the compromise and settlement of the action as set  
15 forth in the Parties' agreement, that settlement on the terms set forth herein is in the best interest  
16 of the representative Plaintiffs and the Class Members and is fair and reasonable.

17           43.     Following the filing of Plaintiffs' Motion for Preliminary Approval of Class  
18 Action Settlement, the Court issued a Checklist for Preliminary Approval, and the Parties  
19 subsequently amended the settlement agreement in accordance therewith. On March 22, 2022,  
20 Plaintiffs filed a supplemental brief in support of their Motion for Preliminary Approval, and on  
21 April 11, 2022, the Court preliminarily approved the Parties' Amended Settlement Agreement.  
22 (the "Preliminary Approval Order"). A true and correct copy of the Preliminary Approval Order  
23 is attached hereto as **Exhibit C**.

24 **IV. FAIRNESS OF THE SETTLEMENT**

25 **A. Summary of the Settlement**

26           44.     Settlement Amount. This is a one-million-dollar (\$1,000,000.00) settlement  
27 covering both Class and PAGA claims against a litany of related gyms commonly referred to as  
28

1 “Gold’s Gym,” which was brought to the brink of financial collapse as a result of the Covid  
2 pandemic.

3 45. Class Settlement. This Agreement settles claims of a settlement class of current  
4 and former employees of Defendants from **May 31, 2016 to November 15, 2021**, which consists  
5 of approximately **4,514** class members, of which **1,007** were (or are) personal trainers. At issue  
6 are an estimated **109,797** pay periods, **589,665** meal breaks, and **786,645** rest periods. Class  
7 members will be able to opt out.

8 46. PAGA Settlement. This agreement settles a PAGA claim involving aggrieved  
9 employees from **April 8, 2015 to November 15, 2021**, which consists of approximately **5,080**  
10 current or former employees. At issue are an estimated **114,727** pay periods, **614,125** meal  
11 breaks, and **822,393** rest breaks. Aggrieved employees will not be able to opt out.

12 47. The \$1 million settlement will settle all issues pending in the litigation between  
13 the Parties, including all settlement payments to the Class Members, Settlement Administration  
14 Costs, the Class Counsel Award, the Class Representative Service Award, and the PAGA  
15 Payment. The Maximum Settlement Amount includes the employer’s share of payroll taxes.  
16 The Settlement is all-in with no reversion to Defendants and no need to submit a claim form.

17 48. One unusual feature of this settlement was the actual involvement of the LWDA.  
18 While they have not filed anything in connection with this settlement, they played an active role  
19 to encourage myself and counsel for the Defendants to settle.

20 **Meal and Rest Break Violation Claims**

21 49. Plaintiffs’ sixth and seventh causes of action allege claims for meal and rest break  
22 violations. (4<sup>th</sup> AC ¶¶ 150-57).

23 50. Plaintiffs allege that Defendants GMS, Gold’s Gym SoCal, and each gym have set  
24 up systems whereby a personal trainer’s schedule is filled in when customers sign up for sessions  
25 on-line. The scheduling software does not provide time for meal or rest breaks when customers  
26 sign up for continuous and uninterrupted training sessions from the beginning to the end of a  
27 shift. Thus, personal trainers who were booked end-to-end were not able to take meal or rest  
28

1 breaks. (4<sup>th</sup> AC ¶¶ 54, 57(b), 63, 73, 74, 79). The claims of these personal trainers are the  
2 strongest.

3 51. During the Class Period, there were an estimated 589,665 meal breaks and  
4 786,645 rest periods. Because 1,007 of the 4,514 class members were personal trainers, we can  
5 extrapolate that 22.3% of the meal breaks and rest periods related to personal trainers. With a  
6 (conservative) hourly average rate of \$12.50 per hour, the maximum damages for personal  
7 trainers for meal and rest break violations would be \$1,643,619 and \$2,19,772, respectively.

8 52. While the case for meal and rest break violations for the personal trainers appears  
9 stronger, than other employees, Plaintiffs allege Defendants failure to provide *uninterrupted*  
10 meal and rest breaks across the board. Thus, for all employees, Defendants face a maximum  
11 exposure for meal and rest break violations of \$7,370,812 and \$9,833,062, respectively.

12 53. For their part, Defendants have defenses. They would argue that their meal and  
13 rest break policies were legally compliant, and that they expected and required their employees  
14 to take those breaks. As to the personal trainers in particular, Defendants would argue that,  
15 unlike other employees, personal trainers had complete freedom over their schedules.  
16 Defendants would argue that any assessment of whether meal and rest break violations occurred  
17 would require an individualized inquiry, precluding class certification. Courts have declined to  
18 cases in similar circumstances. *See, e.g., Dailey v. Sears, Roebuck & Co.*, 214 Cal. App. 4<sup>th</sup> 974,  
19 1000-02 (2013).

20 **Reporting Time Claim**

21 54. Plaintiffs' Ninth Cause of Action alleges that Defendants failed to pay personal  
22 trainers for reporting time, in violation of Labor Code § 203, which incorporates § 1198.  
23 Personal trainers often had clients that make appointments in waves: (1) an early morning wave;  
24 (2) mid-afternoon waves; and (3) evening wave. Thus, some personal trainers often report back  
25 to work at their gyms for two or even three shifts in a single day. The law requires that when an  
26 employee is required to report back for a second or third shift, they must be provided, or paid, for  
27 two hours of work. Plaintiffs allege that Defendants systematically did not pay employees for  
28

1 two hours of work on second or third shifts, meaning some employees would drive back to work  
2 to train one person for one hour (at minimum wage), and then go home.

3 55. Defendants contend that reporting time violations only occur when an employee  
4 is “required” to report back to work, and that requirement is not met here because personal  
5 trainers set their own schedules. Defendants further contend that there is no systematic policy or  
6 practice. Additionally, Plaintiffs face the risk that individualized issues with respect to  
7 individual employees would preclude class certification. Plaintiffs set the maximum recovery of  
8 this claim at zero.

9 **Expense Reimbursement Claim**

10 56. Plaintiffs’ Fourth Cause of Action alleges that Defendants failed to reimburse  
11 expenses in violation of Labor Code § 2802 principally with respect to cell phones and travel  
12 (See 4<sup>th</sup> AC ¶¶ 137-141, 24(d), 29, 53, 57, 62, 77).

13 57. While highly paid executives received \$50 or more reimbursement per month for  
14 cell phones, personal trainers earning minimum wage received \$2 per month. Plaintiffs allege  
15 that personal trainers at each of the gyms were required to use their own personal cell phones in  
16 the course of performing their jobs. They were actively encouraged and required to use their cell  
17 phones (for example when a client who scheduled a training session is late) to call other clients,  
18 referrals, or prospective clients and encourage them to buy expensive personal training sessions.  
19 Yet, prior to November 2016, the employees at all of the gyms were not reimbursed whatsoever  
20 for the use of their personal cell phones. Beginning in November 2016, employees would  
21 receive only \$1 for every two-week pay period as “reimbursement” for the use of their cell  
22 phones. Plaintiffs estimate the damages for failure to pay cell phone reimbursements as follows:

23

<b>Damages for Failure to Pay Cell Phone Reimbursements</b>	
Number of personal trainers at issue	1007
Average (est.) cell phone monthly bill:	\$100
Actual Cost (est.) to EE of cell phone per day (est. for 30-day month)	\$3.34
Actual Cost (est.) to EE of cell phone for 8-hour work day (1/3 of \$3.34)	\$1.11
Actual Cost (est.) to EE of cell phones paycheck (assume full time)	\$11.10

24  
25  
26  
27  
28

1	Actual Reimbursement per paycheck (4/1/16-11/1/17) (18 months)	\$0.00
2	Amount <i>Underpaid</i> (4/1/16-11/1/17) (18 months) per check (assume FTE)	\$11.10
3	Actual Reimbursement per paycheck (11/1/17-present) (11 months)	\$1.00
4	Actual Cost (est.) to EE per paycheck (assumes 5-day workweek)	\$11.10
5	Amount <i>Underpaid</i> (11/1/17-present) (11 months) per check (assume FTE)	\$10.10
6	Percent of personal trainers = 22.3% x 109,797 pay-periods	24,485
7	Pay-periods x \$10.10	<b>\$247,298</b>

8

9           58. Defendants contend that employees knew they were not required to use their cell phones for work purposes, and the vast majority vast number of employees didn't use their cell phone for work or used them sporadically at best. For those who used their cell phones more extensively for work (principally personal trainers), Defendants contend that they had a compliant reimbursement policy. The foregoing challenges present not only merits risks, but class certification risks as well. Defendants may be able to persuade the Court, for example, that an individual inquiry would be required to determine which employees were actually using their phones for work purposes, and which employees requested and obtained reimbursements.

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17           59. Plaintiffs also alleged that Defendants had a pattern and practice of not paying employees for their travel expenses, in particular for a required initial three-day training session held for new employees in Van Nuys, away from their home gym. While Plaintiffs had strong anecdotal evidence of violations, they faced potentially insurmountable problems with manageability, including: (1) whether each new employee drove to Van Nuys, as opposed to taking public transportation or some other means would require individualized inquiries; (2) the number of miles between each employee's home and the Van Nuys location was different in each case; (3) whether employees attended the new employee training, and, if so, for how many days would require individualized inquiries, and (4) whether employees sought and obtained mileage reimbursement would require individualized inquiries. Ultimately, the burdens of pursuing this steam of damages appeared to outweigh potential benefits.



1                    **The Wage Statement And Derivative Violations**

2                    60.        As a result of the foregoing violations, Plaintiffs claim Defendants engaged in an  
3 unlawful business practice, in violation of B&P Code § 17200 (the first cause of action), failed to  
4 pay overtime compensation, in violation of Labor Code §§ 204, 510, 1194 (the second cause of  
5 action), failed to provide accurate and itemized wage statements, in violation of Labor Code §  
6 226 (the third cause of action), failed to pay wages when due, failed to pay minimum wages, and  
7 failed to pay for all hours worked, in violation of Labor Code §§ 201, 202, 203 (the fifth, eighth,  
8 and tenth causes of action of action). These claims are all derivative in that they depend upon  
9 Plaintiffs proving the previously identified underlying claims. Also, had the case gone to trial, it  
10 is likely that these claims would be dropped to focus on issues of meal and rest breaks, and  
11 expense reimbursement. Thus, the parties value these claims at zero.

12                    **The PAGA Claim**

13                    61.        There are an estimated 114,727 pay periods during the PAGA Period. This would  
14 yield PAGA statutory penalties in the aggregate of \$23 million (\$11,472,700 and \$11,472,700  
15 for meal break and rest period violations, respectively), assuming the penalties were stacked. By  
16 themselves, these penalties appear to cross the line into the territory of “unjust, arbitrary  
17 and oppressive, or confiscatory,” pursuant to which a Court could use its discretion to reduce the  
18 award. *See* Labor Code 2699(e). Thus, adding other PAGA penalties to these would be  
19 pointless.

20                    62.        The fact that Defendants have improved their policies and practices also increases  
21 the risk that the Court would award reduced PAGA penalties. Given these risks, which must be  
22 added to the risk that Plaintiffs would lose on some or all of the underlying claims giving rise to  
23 PAGA penalties, Plaintiff views the allocation of \$80,000 of the settlement to PAGA penalties to  
24 be reasonable. When the parties have “negotiated a good faith amount” for PAGA penalties, and  
25 “there is no indication that this amount was the result of self-interest at the expense of other  
26 Class Members,” such an amount is generally considered reasonable.

27                    63.        Class Counsel is convinced that the proposed settlement is in the best interest of  
28

1 the class based on the negotiations and a detailed knowledge of the issues present in this action.  
2 The length and risks associated with the pending motion for summary adjudication, trial, and  
3 other perils of litigation that may have impacted the value of the claims and were all weighed in  
4 reaching the proposed settlement. In addition, the affirmative defenses asserted by Defendant,  
5 the prospect of a potential adverse summary adjudication ruling, the inability to proceed on a  
6 class basis without Defendants' consent, the difficulties of complex litigation, the lengthy  
7 process of establishing specific damages and various possible delays and appeals, were also  
8 carefully considered by Class Counsel in agreeing to the proposed settlement. In light of the  
9 above, the proposed Settlement is well within the "ballpark" of reasonableness and should be  
10 granted preliminary approval.

11 **B. Summary of Notice Process**

12 64. On April 9, 2022, the Settlement Administrator, CPT Group, Inc. ("CPT"), was  
13 provided with the text for the Class Notice which was approved by the Court on April 11, 2022.

14 65. On or about April 29, 2022, Defendants provided CPT with the Class Members'  
15 names, last known addresses, dates of employment and social security numbers as well as any  
16 other information requested by CPT.

17 66. CPT mailed the Notice Packets on July 11, 2022 to 4,778 Class Members. A true  
18 and correct copy of CPT's Weekly Report from August 5, 2022 is attached hereto as **Exhibit B**.  
19 A true and correct copy of the Class Notice sent to Class Members by CPT is attached hereto as  
20 **Exhibit D**.

21 67. Following the initial mailing 166 Notice Packets were returned. As a result of a  
22 skip trace, a total of 149 Notice Packets were re-mailed. Ultimately, eighteen (18) Notice  
23 Packets remained undeliverable. Settlement Class members have until August 25, 2022 to  
24 submit an objection to the Settlement or a request for exclusion from the Settlement and/or to  
25 dispute the basis for a Class Member's estimated Individual Settlement Payment, and the date,  
26 time and place for the Final Approval Hearing. The Class Members were also given the  
27 opportunity to dispute the workweeks allocated to them using the Allocation Form which was  
28

1 sent with the notice of settlement. *See* Exhibit B attached hereto.

2 68. As of the date of this filing, zero (0) Settlement Class Members have objected to  
3 the Settlement and one (1) Settlement Class Member has opted-out from the Settlement,  
4 resulting in a 99.98% participation rate. CPT also reports zero (0) outstanding disputes regarding  
5 the basis for a Class Member's estimated Individual Settlement Payment, and the date, time and  
6 place for the Final Approval Hearing. *See* Exhibit B attached hereto

7 **C. Timing of Payments**

8 69. Defendants are to provide the funding for the full amount of the Settlement Fund,  
9 totaling one million dollars, \$1,000,000, in an interest-bearing account opened and maintained by  
10 CPT. The funding is to be provided within five (5) Court days of the Effective Date. *See* Ex. A  
11 ¶ 61). The Settlement Fund shall not be distributed until all appeals have been finally resolved.  
12 (*Id.*, Ex. A ¶ 67). Within fifteen calendar days after the funding of the Settlement Fund, CPT  
13 will calculate the individual payments to each Settlement Class member and mail the Individual  
14 Settlement Payments by regular First Class U.S. Mail to the Settlement Class Members' last  
15 known address. (*Id.*, Ex. A ¶ 69). Any checks issued to Settlement Class Members shall remain  
16 valid and negotiable for one hundred and eighty (180) calendar days from their issuance. The  
17 Parties shall report to the Court, at a date no less than 300 days after Final Judgment, the total  
18 amount actually paid to class members pursuant to California Civil Procedure Code Section  
19 384(b). After the report is received, the Court shall amend the judgment to direct Defendants to  
20 pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any  
21 interest that has accrued thereon, to Legal Aid at Work, or any other cy-pres organization as  
22 agreed upon by the Parties and in compliance with California Civil Procedure Code Section  
23 384(b). (*Id.*, Ex. A ¶ 70).

24 **V. RISKS OF CONTINUED LITIGATION**

25 70. Plaintiffs and Class Counsel recognize the expense and length of continuing to  
26 litigate and trying this Action against Defendants through possible appeals which could take  
27 several years. The cost of depositions (those that had been scheduled, would cost approximately  
28

1 \$50,000). Class Counsel has also taken into account the uncertain outcome and risk of litigation,  
2 especially in complex class actions such as this Action. Class Counsel are also mindful of and  
3 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in  
4 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the  
5 settlement set forth in the Agreement is in the best interest of the Class Members.

6 71. This settlement is therefore certainly entitled to final approval. Were this to go to  
7 trial, the Plaintiffs and other class members would need to prove, among other things, that wages  
8 were owed on a class-wide basis. This was and is a substantial risk.

9 **VI. THE ATTORNEYS' FEES AND COSTS REQUESTED ARE FAIR AND**  
10 **REASONABLE AND SHOULD BE APPROVED**

11 72. Class Counsel is seeking an award for fees of \$380,000, which is 38% of the  
12 settlement, for the time spent litigating this matter. This amount is less than the amount of fees  
13 that would be incurred on an hourly basis given the amount of work required in this case – a  
14 large portion of which was a result of Defendants' resistance to discovery and filing of a writ –  
15 which was briefed – to the 2<sup>nd</sup> DCA.

16 73. One of the reasons that the attorneys' fees sought in this motion are higher than a  
17 33% benchmark is that throughout the *Klipfel Action*, Defendants aggressively fought against  
18 discovery to establish an enterprise (while steadfastly denying any enterprise), necessitating  
19 numerous meet-and-confer sessions (**31 of them**), informal discovery conferences with Judge  
20 Michael Linfield (**5 of them**), and motions to compel (**8 of them**) by Plaintiff (4 of which were  
21 heard; all were granted). Discovery alone in the *Klipfel Action* consumed at least 562.85 hours,  
22 and the docket sheet in the *Klipfel Action* ran 40 pages by the time it was deemed related to the  
23 *San Nicolas Action* and transferred to this Court.

24 74. For over a year, VLG propounded voluminous written discovery variously to the  
25 numerous separate defendants and eight (8) third party subpoenas were served. VLG also took  
26 the deposition of the head of Human Resources, and was weeks away from taking dozens more  
27  
28

1 depositions scheduled to take place when VLG first learned of the *San Nicolas Action*. See  
2 *supra* ¶¶ 22-31.

3 75. The work that was required of VLG in this case was especially intense due to the  
4 litigation activities of the Defendants. After Defendants' second demurrer was overruled as to  
5 Defendants' contention that Angel and William Banos could not be individually liable under  
6 Labor Code § 558.1, Defendants filed a writ before the 2<sup>nd</sup> DCA. The 2<sup>nd</sup> DCA requested  
7 briefing, and the parties filed 150 pages of substantive briefing and hundreds of pages of  
8 exhibits. The writ was ultimately denied.

9 76. There is a substantial difference between the risk assumed by attorneys being paid  
10 by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour  
11 can go to the bank with his fee. The attorney working on a contingent basis can only log hours  
12 while working without pay towards a result that will hopefully entitle him to a market place  
13 contingent fee taking into account the risk and other factors of the undertaking. Otherwise, the  
14 contingent fee attorney receives nothing. In this case, the representation by my firm and the  
15 nature of the fee was wholly contingent. VLG subjected themselves to this contingent fee  
16 market risk in this all or nothing contingent fee case wherein the necessity and financial burden  
17 of private enforcement makes the requested award appropriate. This case was litigated on a  
18 contingent basis for several years, with all of the risk factors inherent in such an uncertain  
19 undertaking. At the time this case was brought, the result was far from certain. Defendants'  
20 practices at issue here had been in place for years. Defendants' numerous defenses to the merits  
21 of the case and to class certification created difficulties with proof and complex legal issues for  
22 Class Counsel to overcome.

23 77. From January 24, 2017 to May 5, 2022, VLG has invested more than 1,227 hours  
24 in this case as a whole prosecuting these class claims. The hourly rates for VLG during this time  
25 period were as follows: Scott Vick (attorney): \$495-\$565; Catherine Kim (attorney): \$425; April  
26 Paton (legal assistant): \$125-\$225. These are the rates that individuals and corporate clients pay  
27 VLG to represent them on an hourly basis. Moreover, these rates are undoubtedly less than the  
28

1 hourly rates charged by Plaintiffs' Counsel's peers at large corporate firms. The resulting  
2 lodestar for VLG relating to the class claims is \$467,609.75. There will be work in addition to  
3 this amount to complete the settlement process. Attached hereto as **Exhibit F** is a true and  
4 correct copy of the VLG billing statement for this matter which sets forth the specific tasks,  
5 rates, and time spent working on this matter.

6 78. VLG has actually incurred \$23,792.48 in reasonable litigation costs and expenses  
7 to date. Class Counsel seeks reimbursement for taxable and commonly reimbursed costs,  
8 including filing and process serving fees, court reporter fees, travel expenses related to  
9 depositions, mediation and court appearances, expert expenses, copying, delivery, legal research  
10 charges, mediator fees, and the like.

11 **VII. THE ENHANCEMENT AWARDS REQUESTED ARE FAIR AND**  
12 **REASONABLE AND SHOULD BE APPROVED**

13 79. Plaintiffs and Class Counsel request, and Defendants agree not to oppose,  
14 payment by Defendants from the Common Fund of \$10,000 to each of the four individual  
15 Plaintiffs (Charles San Nicolas, Nathan Klipfel, David Price, and Peter Contreras) as a service  
16 payment and for their individual full and general releases (as opposed to the limited release by  
17 other class members). The named Plaintiffs are entitled to an enhancement award for their  
18 countless hours of service as Class Representatives and the stigma and risks in connection with  
19 those roles. Enhancement awards in overtime cases typically range from \$5,000.00 to  
20 \$40,000.00, although some awards are higher. Often, multiple class representatives receive  
21 awards in the higher range. *See, e.g., Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186  
22 Cal. App. 4<sup>th</sup> 399, 412 (2010) (approving an enhancement request of \$10,000.00 per named  
23 plaintiff in a 188 member class); *Thornton v. East Texas Motor Freight*, 497 F.2d 416, 420 (6th  
24 Cir. 1974) (“We also think there is something to be said for rewarding those drivers who protect  
25 and help to bring rights to a group of employees who have been the victims of discrimination.”).  
26 Here, the requested enhancement is relatively modest, reasonable, and should be approved. The  
27 requested award is .01 percent of the total settlement. Plaintiffs have performed considerable  
28

1 services on behalf of the Class during the litigation by seeking attorneys, participating  
2 throughout litigation, searching for and providing information related to their employment and  
3 the employment conditions, spending time in meetings with counsel to get a better understanding  
4 of their work environment and requirements, provided needed information for mediation, and  
5 settlement discussions, and approved the settlement on the class's behalf. Without the Plaintiffs'  
6 participation, cooperation and information, no other fellow employees would be receiving any  
7 benefit.

8 80. The requested service awards are also reasonable in light of the reputational risk  
9 that Plaintiffs assumed in bringing this action against his former employer. Plaintiffs put their  
10 future employment prospects at risk by becoming a class representative as the fact that they filed  
11 a lawsuit "is searchable on the internet and may become known to prospective employers when  
12 evaluating" them for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist.  
13 LEXIS 126026, (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to  
14 determine whether they have ever filed a suit against other employers, allowing them to screen  
15 out the litigious candidates. An entire industry exists that allows employers to run extensive  
16 background searches on potential employees. Companies who provide these services  
17 specifically highlight the fact that their services allows employers to weed out litigious  
18 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether  
19 a prospective employee is likely to sue" the employer, through background checks and other  
20 means, to screen out these employees. [www.reliableplant.com/Read/6959/a-solution-to-fear-of-](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees)  
21 [hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees). Onicra Credit Rating Agency states: "Background screening has  
22 become a necessity in today's litigious society." Back Track Screening also represents: "In  
23 today's litigious culture, employers simply cannot afford to hire employees who will put their  
24 company at risk." <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

25 **VIII. THE PAYMENT TO THE SETTLEMENT ADMINISTRATOR REQUESTED IS**  
26 **FAIR AND REASONABLE AND SHOULD BE APPROVED**

27 81. CPT performed duties in connection with this Settlement that were integral in  
28

1 effectuating the Settlement and the Notice process. Among other things, CPT calculated each  
2 Settlement Class member's Individual Settlement Payment, updated addresses contained in the  
3 class data supplied by Defendants, formatted and translated the Notice Packets for mailing,  
4 mailed Notice Packets to all 4,778 Settlement Class members, kept the Parties informed of the  
5 status of the Notice mailing through weekly reports, and otherwise administered the Settlement.  
6 CPT Group's \$35,000 flat-fee bid for this work is reasonable and should be approved. A true  
7 and correct copy of CPT's flat-fee bid of \$30,000 is attached hereto as **Exhibit G**.

8 82. On June 8, 2002, the Court issued an Order increasing the amount preliminarily  
9 approved for costs to administer the Settlement from \$30,000 to \$35,000. A true and correct  
10 copy of the Court's Order from June 8, 2022 is attached hereto as **Exhibit H**.

11 **IX. MISCELLANEOUS**

12 83. LWDA Submission. On March 21, 2022, my office submitted the Settlement  
13 Agreement attached hereto to the Labor and Workforce Development Agency pursuant to  
14 California Labor Code § 2699(1)(4).

15 84. Neither I, nor anyone in my law firm have an interest or involvement with the cy  
16 pres organization identified in the settlement agreement – **Legal Aid at Work**.

17 85. My client, Mr. Klipfel, has reviewed and consented to the fee split proposed in the  
18 Settlement Agreement between and among Vick Law Group, Blumenthal Nordrehaug Bhowmik  
19 De Blouw LLP, and the Law Offices of Mauro Fiore, Jr., A.P.C.

20 I declare under penalty of perjury under the laws of the State of California that the  
21 foregoing is true and correct. Executed this 5<sup>th</sup> day of August, 2022 in Pasadena, California.

22  
23 /s/ Scott Vick  
24 Scott Vick



# **EXHIBIT A**

**CLASS ACTION SETTLEMENT AGREEMENT**

This Stipulation of Class Action Settlement and Release of Claims is made and entered into between plaintiffs Charles San Nicolas and Nathan Klipfel, acting in their individual capacities, on behalf of the Settlement Class, and in private attorney general capacities, and David Price and Peter Contreras acting in their individual capacities (“Plaintiffs”), and defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and Gym Management Services, Inc., Angel Banos, and William Banos (collectively, “Defendants”) (collectively “Parties”). This settlement resolves the “Actions,” as defined below.

**I. DEFINITIONS**

1. “Actions” means the actions entitled *San Nicolas v. West Covina Corporate Fitness, Inc.*, Superior Court of California, County of Los Angeles Case No. BC616304 and the action entitled *Klipfel v. Gym Management Services, Inc. et al.*, Superior Court of California, County of Los Angeles Case No. BC665577.
2. “Arbitration Actions” means the arbitration proceeding entitled *Price v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4496 and the arbitration proceeding entitled *Contreras v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4494.
3. “Agreement” or “Settlement” means this Stipulation of Class Action Settlement and Release of Claims.
4. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc.,

Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and/or Gym Management Services, Inc. during the period of April 25, 2015 to the Preliminary Approval Date and were paid by the hour and/or by session. The Aggrieved Employees are estimated to consist of 4,100 individuals.

5. “Class Counsel” means and refers to the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Law Offices of Mauro Fiore, Jr., A.P.C, and the Vick Law Group, APC.

6. “Class Counsel Award” means the attorneys’ fees, expenses, and costs awarded to Class Counsel by the Court to resolve all past and future litigation fees, costs and expenses necessary to prosecute, settle, and administer the Actions, to be paid from the Settlement Fund.

7. “Class Data” means, for each individual Settlement Class Member, means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the Class Period. The Class Data shall also indicate which Class Members whose last position held was Personal Trainer.

8. “Class Period” means the period from April 25, 2015 up to the Preliminary Approval Date.

9. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Individual Settlement Payment, in recognition of efforts and risks in assisting with the prosecution of the Actions and in exchange for executing the General Releases provided herein.

10. “Class Representatives” means the Plaintiffs in their capacity as the representatives of the Settlement Class Members.

11. “Court” means the judge or judges of the Los Angeles County Superior Court presiding over the *San Nicolas v. West Covina Corporate Fitness, Inc.* action, Superior Court of California,

County of Los Angeles Case No. BC616304; and the *Klipfel v. Gym Management Services, Inc. et al.* action, Superior Court of California, County of Los Angeles Case No. BC665577.

12. “Defendants” means the “Defendants,” as defined above.

13. “Effective Date” means the date of final approval if no objections are filed to the Settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval shall be sixty-five (65) days after the Court enters final approval and judgment. If an appeal is taken from the Court’s overruling of objections to the Settlement, then the effective date of final approval shall be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final. No money will be distributed unless and until the Effective Date occurs and appeals, if any, are exhausted. If an appeal is filed, Defendants shall deposit the Settlement Fund with the Settlement Administrator in an interest-bearing, escrow account, pursuant to the payment schedule in this Agreement. The money shall not be distributed by the Settlement Administrator until order of the Court or stipulation of the parties. Defendants will receive any interest earned from the escrow account.

14. “Final Approval Date” means the date on which the Court enters an order granting final approval of the Settlement.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

16. “Settlement Fund” means the sum of the Individual Settlement Payments, the Class Representative Enhancements, the Class Counsel Award, the PAGA LWDA Payment, any payroll taxes (including both the employer’s and the employees’ share), and the Settlement Administration Costs, up to a maximum of One Million Dollars (\$1,000,000.00).

17. “Net Settlement Amount” or “NSA” means the Settlement Fund, less Class Counsel Award, Class Representative Enhancements, PAGA LWDA Payment, any payroll taxes (including the employers’ and employees’ share) and Settlement Administration Costs.

18. “Notice Packet” means the Notice of Proposed Class Action Settlement And Class Action Settlement Hearing in a form substantially similar to the form attached hereto as Exhibit 1.

19. "LWDA" means the California Labor and Workforce Development Agency.
20. "Opt-Out Period" means the 45-day period after the Settlement Administrator mails the Notice Packet to Settlement Class Members.
21. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*
22. "PAGA LWDA Payment" shall be the total portion of Private Attorney General Act of 2004 ("PAGA") payment to be paid to the Labor and Workforce Development Agency ("LWDA").
23. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either Plaintiffs or Defendants, individually.
24. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.
25. "Released Class Claims" means, as of the date the Defendant fund the full Settlement Amount of one million dollars (\$1,000,000), Defendants and the Released Parties shall receive a limited release from the Participating Class Members of all claims alleged or which could have been alleged in the operative complaint in the Action that occurred during the Class Period and a release of all PAGA claims alleged in the operative complaint in the Action which occurred during the PAGA Period, 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 and PAGA claims outside the PAGA Period ("Released Class Claims").

The Parties agree that the judgment, and limited release of claims provided herein, shall have *res judicata* effect. The definition of Released Class Claims – which include limitations and exclusions – shall not be limited in any way by the possibility that Plaintiffs or Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

Notwithstanding the foregoing, the Individual Named Plaintiffs (Charles San Nicolas, Nathan Klipfel, David Price, and Peter Contraras) shall provide a full mutual general release and completely release each Defendant and all of their respective employers, officers, directors, members, employees, attorneys, heirs, spouses, successors, agents, representatives, subsidiaries, parent companies, affiliates, related companies, LLCs, DBAs, controlled companies, and predecessor companies (collectively, the “Individual Named Plaintiffs’ Releases”), of and from any and all known and unknown claims, causes of action, damages, interest, costs, and attorneys’ fees, except for the obligations set forth herein.

In turn, the Defendants shall completely release the Individual Named Plaintiffs and all of their respective employers, officers, directors, members, employees, attorneys, heirs, spouses, successors, agents, representatives, subsidiaries, parent companies, affiliates, related companies, LLCs, DBAs, controlled companies, and predecessor companies (collectively, the “Plaintiffs’ Releases”), of and from any and all known and unknown claims, causes of action, damages, interest, costs, and attorneys’ fees, except for the obligations set forth herein.

26. “Released Parties” means Defendants and all of its present, future, and former parent companies, subsidiaries, related or affiliated companies, shareholders, owners, employees, officers, directors, attorneys, agents, insurers, re-insurers, fiduciaries, predecessors, successors, and assigns, and any individual or entity which could be jointly liable.

27. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may submit Objections to the Settlement or Requests for Exclusion from the Settlement.

28. “Settlement” means the disposition of the Actions pursuant to this Agreement.

29. “Settlement Administrator” means CPT Group, or any other claims administrator approved by the Court.

30. “Settlement Class Members” or “Settlement Class” or “Class Members” means and consists of all “Aggrieved Employees,” as defined above.

31. "Settlement Employee Subclass" means all Settlement Class Members who were (a) Affected by Defendants' Meal Break and Rest Period Policies; (b) Cell Phone Policies, and/or (c) Affected by Defendants' Reporting Time Policies.

32. "Individual Claims" all claims alleged or which could have been alleged in the operative complaint in the Action, that occurred during the Class Period and a release of all PAGA claims alleged in the operative complaint in the Action which occurred during the PAGA Period, including claims under any applicable California Industrial Welfare Commission Order (wage, overtime, penalties, premium pay, meal and rest breaks, and other matters); and claims under California Labor Code Sections 201, 202, 203, 204, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2698, 2699, 2802, claims for civil penalties under the Private Attorneys General Act, Labor Code sections 2699 et seq., and claims for violations of California Business & Professions Code § 17200 et seq. (unfair business practices)

## II. RECITALS

33. On April 8, 2016, plaintiff Charles San Nicolas filed a complaint in the Superior Court of California, County of Los Angeles which asserted five causes of action for individual and class claims for Labor Code violations.

34. On June 3, 2016, plaintiff Charles San Nicolas filed a First Amended Complaint adding a cause of action under the Private Attorney General Act of 2004 (the "PAGA").

35. On October 21, 2016, Defendants filed a Motion to Compel Arbitration and Dismiss Class Claims. On January 27, 2017, plaintiff Charles San Nicolas and defendant West Covina Corporate Fitness, Inc. filed a Joint Stipulation to Stay Litigation Pending United States Supreme Court Ruling in *Morris v. Ernst & Young, LLP*, 834 F.3d 975 (9th Cir. 2016). On February 3, 2017, the Los Angeles Superior Court granted the Joint Stipulation to Stay Litigation.

36. On June 19, 2017, plaintiff Nathan Klipfel filed a complaint against Defendants consisting of one cause of action under PAGA in the Superior Court of California, County of Los Angeles.

37. On January 31, 2018, while the litigation stay was in place, Plaintiffs filed a Second Amended Complaint in the *San Nicholas* action adding named plaintiffs Peter Contreras and David Price.

38. On July 6, 2018, in the *San Nicholas* action, the parties stipulated to (1) dismiss the putative class allegations without prejudice, (2) dismiss the individual claims of plaintiff Charles San Nicolas without prejudice, (3) allow plaintiff Charles San Nicolas to proceed in the Superior Court of California, County of Los Angeles on behalf of the State of California, as a private attorney general with respect to the claim for Civil Penalties pursuant to Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2802 and the Applicable Wage Order, and (4) dismiss the individual claims of plaintiffs Peter Contreras and David Price without prejudice to proceed in separate individual arbitrations.

39. On June 22, 2018, plaintiff David Price filed a Demand for Arbitration with the American Arbitration Association entitled *Price v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4496. On June 22, 2018, plaintiff Peter Contreras filed a Demand for Arbitration with the American Arbitration Association entitled *Contreras v. West Covina Corporate Fitness, Inc.*, AAA Case No. 01-18-0002-4494.

40. On October 3, 2018, plaintiff Nathan Klipfel and the 16 of the Defendants mediated the *Klipfel* action before JAMS mediator Hon. Ronald Sabraw (Ret.) in San Jose, California. With no settlement at the end of the day, Judge Sabraw sent a mediator's proposal several days later for \$1,150,000. Defendants accepted; plaintiff did not.

41. On January 15, 2019, plaintiff Charles San Nicolas engaged in a mediation session in the *San Nicholas* action before mediator Hon. William C. Pate (Ret.), which led to a settlement. Defendants agreed to settle, but only if Plaintiff San Nicolas amend his complaint to add all of the additional 15 defendants from the Klipfel Action and settle both actions for \$775,000.

42. On February 4, 2019, plaintiff Charles San Nicolas filed and served a Third Amended Complaint in the *San Nicholas* action designating defendants in the complaint initially named by fictitious Doe defendants by their true names as follows: Doe 1 - Muscle Head, Inc. ("North



Hollywood”), Doe 2 - Muscle Bound, Inc. (“Hollywood”), Doe 3 - LA Corporate Fitness, Inc. (“Downtown LA”), Doe 4 - Thousand Oaks Corporate Fitness, Inc., Doe 5 - Simi Valley Corporate Fitness, Inc., Doe 6- Culver City Corporate Fitness, Inc., Doe 7 - Fullerton Corporate Fitness, Inc., Doe 8 - Valencia Corporate Fitness, Inc., Doe 9 - Santa Anita Corporate Fitness, Inc. (“Arcadia”), Doe 10 - Montclair Corporate Fitness, Inc., Doe 11 - Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Doe 12 - Anaheim Corporate Fitness, Inc., Doe 13 - Glendale Corporate Fitness, Inc., Doe 14 - Santa Ana Corporate Fitness, Inc., and Doe 15 - Gym Management Services, Inc.

43. Plaintiff Nathan Klipfel in the related Action, *Klipfel v. Gym Management Services, Inc. et al.*, Case No. BC665577 was granted leave to oppose the settlement in the *San Nicholas* action and filed opposition papers. Plaintiff Nathan Klipfel also sought intervention from the California Labor Workforce Development Agency (the “LWDA”).

44. On April 9, 2019, the California Labor Workforce Development Agency (“LWDA”) issued a “Notice of Commencement of Investigation” which, during the investigatory period, provided the LWDA exclusive jurisdiction over the PAGA claims and prohibited aggrieved employees from proceeding with a civil action. On April 24, 2019, this Court stayed the *San Nicholas* action for the duration of the LWDA’s investigation.

45. On August 5, 2019, the LWDA notified Plaintiffs and Defendants that it was extending the time to investigate. Although the LWDA investigation is now closed, during the period it was open, and at the LWDA’s suggestion, all of the parties discussed a global resolution. Defendants increased their global settlement offer from an aggregate of \$775,000 to \$1,150,000. Plaintiff Charles San Nicolas and Proposed Intervenor Plaintiff Nathan Klipfel agreed to the \$1,150,000 increased settlement. Plaintiffs’ counsel in the two related actions (the *San Nicolas* action and the *Klipfel* action) have also agreed to the allocation of settlement proceeds and attorney’s fees and costs.

46. In June 2020, the Parties notified the Court that in light of the effects of COVID 19 on Defendants’ business, Defendants had requested that Plaintiffs’ counsel reduce and restructure the settlement (to include and settle class action allegations), slightly reduce the settlement amount, and

permit two payments. After some continued negotiation, the parties, through counsel, agreed on a settlement amount of \$1 million payable in two installments.

47. The parties also stipulated to the filing of the Fourth Amended Class Action Complaint, a copy of which is attached hereto as Exhibit "A."

48. On April 6, 2021, pursuant to Court order, Plaintiffs filed and served the Fourth Amended and Consolidated Class Action Complaint.

49. As a result of this settlement, the Parties have agreed to fully and finally resolve the Released Claims as to Plaintiff Charles San Nicolas, Plaintiff Nathan Klipfel and the Aggrieved Employees as alleged in the *San Nicholas* action and the *Klipfel* action, pursuant to this Settlement Agreement, and to settle Plaintiffs' Individual Claims, as defined above.

### III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

50. Settlement Consideration. Defendants shall provide the funding for the full amount of the Settlement Fund (totaling one million dollars (\$1,000,000)) in an interest-bearing account to be opened and maintained by the Settlement Administrator. The funding shall be paid according to the following schedule: (1) the first payment of \$500,000.00 shall be made within thirty (30) days of the Effective Date; and (2) the second payment of \$500,000.00 shall be made by April 1, 2022. The following will be paid out of the Settlement Fund: the sum of the Individual Settlement Payments, the Class Representative Enhancements, the Class Counsel Award, the Settlement Administration Costs, and any payroll taxes (including both the employers' and the employees' share), as specified in this Agreement. None of the Settlement Fund shall revert back to Defendants. In no event shall Defendants be required to pay more than One Million Dollars (\$1,000,000) as part of this Settlement.

51. Limited Release By All Settlement Class Members. As of the date the Defendant fund the full Settlement Amount of one million dollars (\$1,000,000), Defendants and the Released Parties shall receive a limited release from the Participating Class Members of all claims alleged or which could have been alleged in the operative complaint in the Action that occurred during the Class Period and a release of all PAGA claims alleged in the operative complaint in the Action which occurred during the PAGA Period, 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 and PAGA claims outside the PAGA Period ("Released Class Claims").

The Parties agree that the judgment, and limited release of claims provided herein, shall have *res judicata* effect. The definition of Released Class Claims – which include limitations and exclusions – shall not be limited in any way by the possibility that Plaintiffs or Class Members may discover new facts or legal theories or legal arguments not alleged in the operative pleadings in the Action but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Claims.

Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the limited Released Class Claims, and by virtue of this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the Final Judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims as defined in this Agreement. Plaintiffs hereby agree that, notwithstanding section 1542 of the California Civil Code, all Released Class Claims – subject to the limitations and exclusions listed above – that Plaintiffs may have, known or unknown, suspected or unsuspected are hereby released. Section 1542 provides:

**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.**

52. Plaintiffs and the Settlement Class Members expressly waive the provisions of section 1542 of the California Civil Code with full knowledge and with the specific intent to release all Released Claims and therefore specifically waive the provisions of any statute, rule, decision or other source of law of the United States or of any state of the United States or any subdivision of a state which prevents release of unknown claims.

53. Plaintiffs also expressly waive the provisions of section 1542 of the California Civil Code with full knowledge and with the specific intent to release all Individual Claims and therefore specifically waive the provisions of any statute, rule, decision or other source of law of the United States or of any state of the United States or any subdivision of a state which prevents release of unknown claims.

54. Tax Liability. The Parties represent that all taxes, including but not limited to employer and employee payroll taxes, to be paid under the Settlement shall be paid from the Settlement Fund. The Settlement Administrator will issue the Individual Settlement Payments as 30% wages and interest on wages and 70% as penalties and other non-wage damages. The Settlement Administrator will report the penalties on IRS Form 1099 - MISC and will not make any tax withholdings on those amounts. The Settlement Administrator will report wages and interest on wages IRS Form W-2 and will make any applicable tax withholdings. The Settlement Administrator shall calculate the employer and employee share of payroll taxes for the wages and interest on wages and withhold the appropriate amounts and, if requested by Defendants, assist Defendants with submission of the appropriate tax filings associated with the Individual Settlement Payments. Each Settlement Class Member will be responsible for correctly characterizing the Individual Settlement Payments for tax purposes and for payment of any taxes owing on said amount.

55. Preliminary Approval Motion. Plaintiffs shall file with the Court a Motion for an Order Granting Preliminary Approval of the Settlement and supporting papers, which shall include this Settlement Agreement. The Motion for an Order Granting Preliminary Approval of Settlement shall seek certification of the Class and Subclasses for settlement purposes only. Plaintiffs shall also provide notice of the Settlement to the LWDA as required by Labor Code Section 2699(1)(2). Any dispute

regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

56. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) calculating Individual Settlement Payments along with the appropriate tax withholdings; (b) processing and mailing payments to the Class Representatives, Class Counsel, the LWDA, and Settlement Class Members; (c) printing and mailing the Notice Packets to the Settlement Class Members as directed by the Court; (d) receiving and reporting the objections; (e) informing the Parties of any requests to be added to the Settlement Class; (f) distributing tax forms to the Settlement Class Members; (g) if requested by Defendants, assisting Defendants with submission of the appropriate tax filings associated with the Individual Settlement Payments; (h) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (i) calculating the number of Compensable Work Weeks in the Class Period; (j) advising Defendants' Counsel and Class Counsel of all progress of items identified in Section 54 below on a weekly basis; and (k) 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. The Settlement Administrator shall keep the Class Data confidential and shall not provide the Class Data to Class Counsel. The Settlement Administrator may provide Class Counsel with the names of Settlement Class Members who request to be excluded from the Settlement or who object to the Settlement.

57. Settlement Administration.

A. Notice Packets. The Notice Packet shall contain the Notice of Proposed Class Action Settlement And Class Action Settlement Hearing in a form substantially similar to the form attached hereto as Exhibit 1. The Notice of Proposed Class Action Settlement And Class Action Settlement Hearing shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class.

The Notice Packet also shall be individualized to include the number of Compensable Work Weeks, a unique Claimant ID, and the estimated amount of their Individual Settlement Payment.

B. Notice By First Class U.S. Mail and Email. Within twenty (20) days of the date that the Court grants Preliminary Approval of the settlement, the Defendants shall provide the Settlement Administrator with the Class Data. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after receiving the Class Data from Defendants as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members via regular First Class U.S. Mail. The Settlement Administrator shall also email copies of the Notice Packet to Settlement Class Members to those who have an email address available. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement 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 Settlement Class Member. In the event more than one address is identified, then the Settlement Administrator shall mail to each potentially valid address.

C. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. 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 Settlement Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Settlement Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

E. Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the number of Compensable Work Weeks worked by Settlement Class Members stated on the Notice of Proposed Class Action Settlement And Class Action Settlement Hearing, to provide documentation and/or an

explanation to show contrary Compensable Work Weeks. To the extent any individual alleges that he or she should be a part of the Settlement, then he or she will have the opportunity to provide supporting documentation to show Compensable Work Weeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall make a recommendation as to the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. If either Party disagrees with the recommendation, the Court will finally resolve the matter. Prior to any such resolution, counsel for the Parties will confer in good faith to resolve the dispute

E. 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. Prior to 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.

F. Opt-Outs. The Notice of Proposed Class Action Settlement And Class Action Settlement Hearing shall state that Settlement Class Members who do not wish to participate in the Settlement must mail the Settlement Administrator a written statement of opting out (“Notice of Opt-Out” by the Response Deadline. The Notice of Opt-Out must be signed by the Settlement Class member and state (1) the full name of the Settlement Class Member; (2) the Settlement Class Member’s Claimant ID number; and (3) that the Settlement Class member wishes to opt out. Settlement Class Members who do not opt out in the manner specified above shall be deemed to be participants in the Settlement and will be bound by the terms of the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to opt out from the Settlement.

G. Objections. The Notice of Proposed Class Action Settlement And Class Action Settlement Hearing shall state that Settlement Class Members who wish to object to the Settlement must mail the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement

Class Member; (3) the Settlement Class Member's Claimant ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a timely Notice of Objection will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. No Settlement Class Member may appear at the Final Approval/Settlement Fairness Hearing unless he or she has timely mailed an objection that complies with the procedures provided in this paragraph. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or appeal from the Final Judgment.

58. Funding and Allocation of the Settlement Fund. No later than thirty (30) calendar days after the Effective Date, Defendants shall provide \$500,000.00 to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. No later than April 1, 2022, Defendants shall provide the remaining \$500,000.00 to the Settlement Administrator to fund the remainder of the Settlement. The Settlement Fund shall not be distributed until all appeals, if any, have been finally resolved.

59. Payments from the Settlement Fund. The Parties agree to the following allocations to be paid from the Settlement Fund:

- a. PAGA Payment: The PAGA Payment, paid pursuant to Labor Code section 2699, shall be \$80,000, payable as follows
  - i. Seventy-Five Percent (75%) shall be paid to the LWDA as required by Labor Code section 2699.
  - ii. Twenty-Five Percent (25%) shall be included in the amount distributed to Participating Class Members as described below.
- b. Labor Code Claims Payment: The Labor Code Claims Payment is the Net Settlement Amount distributed as follows:



- iii. **Twenty-Five Percent (25%) of the Net Settlement Amount shall be paid to class members whose last position held was Personal Trainer (hereinafter "Personal Trainer Class Member") based on the total number of Compensable Workweeks for all Personal Trainer Class Members. The Settlement Administrator will calculate the amount due to each Participating Personal Trainer Class Member by multiplying the appropriate dollars-per-Compensable Workweek amount by the number of Compensable Workweeks worked by each Participating Personal Trainer Class Member.**
- iv. **Seventy-Five Percent (75%) of the Net Settlement Amount shall be paid to all Participating Class Members based on the total number of Compensable Workweeks for all Participating Class Members, including Personal Trainer Class Members. The Settlement Administrator will calculate the amount due to each Participating Class Member by multiplying the appropriate dollars-per-Compensable Workweek amount by the number of Compensable Workweeks worked by each Participating Personal Trainer Class Member.**

**60. Mailing. Individual Settlement Payments shall be mailed by the Settlement Administrator by regular FirstClass U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after Defendants make the final Settlement payment.**

**61. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance. The Parties shall report to the Court, at a date no less than 300 days after Final Judgment, the total amount actually paid to class members pursuant to California Civil Procedure Code Section 384(b). After the report is received, the Court shall amend the judgment to direct Defendants to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any interest that has accrued thereon, to Legal Aid at Work, or any other cy-pres organization as agreed upon by the Parties and in compliance with**

California Civil Procedure Code Section 384(b). The Parties agree to coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.

62. Class Representative Enhancements. As Class Representative Enhancements, Plaintiffs intend to seek up to \$10,000 to each of the Plaintiffs. The Class Representative Enhancements are in exchange for the Released Claims, for releasing the Individual Claims, and for Plaintiffs' time, effort and risk in bringing and prosecuting the Action. Defendants will not oppose a reasonable request by Plaintiffs for Class Representative Enhancements. The Settlement Administrator shall pay the Class Representative Enhancements to Plaintiffs from the Settlement Fund no later than fifteen (15) calendar days after Defendants fully fund the Settlement. Any portion of the requested Class Representative Enhancements 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 the Class Representative Enhancements. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on respective Class Representative Enhancement and shall hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancements. The Class Representative Enhancements shall be in addition to the Plaintiffs' Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancements, Plaintiffs shall not have the right to revoke the Settlement, and it will remain binding.

63. Class Counsel Award. Class Counsel intend to apply for an award of \$380,000 in attorneys' fees for Class Counsel, with two-thirds of this amount (\$254,600.00) payable to the Vick Law Group, and one-third of this amount (\$125,400.00) payable to Blumenthal Nordrehaug Bhowmik De Blouw LLP and the Law Offices of Mauro Fiore, Jr., A.P.C. In addition, the Vick Law Group shall be reimbursed up to \$25,000.00 in actual and reasonable costs and the Blumenthal firm shall be reimbursed up to \$11,000.00 in actual and reasonable costs. Defendants shall not oppose an application by Class Counsel for expenses and costs as set forth above. Defendants agree not to oppose a reasonable request for attorneys' fees or costs. The Parties agree that any and all claims for reasonable attorneys' fees and

costs have been settled by this Agreement and that neither Plaintiffs, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from Defendants except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is 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 pay the Class Counsel Award to Class Counsel from the Settlement Fund no later than fifteen (15) calendar days after Defendants fully fund the Settlement. 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. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs, and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

64. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Settlement Fund. The costs for the Settlement Administration Costs is a flat-rate of Thirty Thousand Dollars (\$30,000.00). The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after Defendants fund the Settlement Fund, provided that no appeals have been taken from the Final Judgment.

65. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiffs shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, requesting final approval of the Settlement and the amounts payable for the Class Representative Enhancements, the Class Counsel Award, and the Settlement Administration Costs.

A. Final Approval Order and Judgment. The Parties shall present a Final Judgment and Order Granting Final Approval of Class Action Settlement ("Final Judgment") to the Court for its approval. The Final Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Settlement Agreement and all exhibits thereto;

ii. Approve this Settlement Agreement and the proposed Settlement as fair, reasonable and adequate, consistent and in compliance with all applicable requirements of the California Code of Civil Procedure, California Rules of Court, the United States Constitution (including the Due Process Clause), and any other applicable law, and in the best interests of each of the Parties and the Class Members; direct the Parties and their counsel to implement this Settlement according to its terms and provisions; and declare this Settlement to be binding on Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors and assigns;

iii. Find that the Notice of Proposed Class Action Settlement And Class Action Settlement Hearing and notice methodology implemented pursuant to this Stipulation (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Actions, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, California Rules of Court, the United States Constitution (including the Due Process Clause), and any other applicable law;

iv. Find that Plaintiffs and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the settlement;

v. Incorporate the Released Claims and Individual Claims set forth in this Agreement, make the Released Claims and Individual Claims effective as of the date of the Preliminary Approval Date, and forever discharge the Released Parties from any claims or liabilities arising from or related to the Actions;

vi. Authorize the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation;

vii. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court.

66. Final Judgment Notice to LWDA. After Final Judgment, Plaintiffs will provide the LWDA with a copy of the Final Judgment as required by Labor Code Section 2699(1)(2).

67. Publicity. The Parties and their counsel will not make any public statement that disparages the Settlement, Defendants, or Class Counsel. Defendants will be allowed to publicize the Settlement.

68. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

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

70. Admissibility of Agreement. This Agreement shall not be admissible in any proceeding for any purpose, except to enforce it according to its terms.

71. 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.

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

73. 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 actions 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 person 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.

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

75. **California Law Governs.** All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

76. **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.

77. **Signatures.** Electronic signatures on this Agreement are considered valid and binding under Federal and California law.

78. **This Settlement Is Fair, Adequate and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of these Actions and have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

79. **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 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

80. **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.

81. Waiver of Certain Appeals. The Parties and Class Counsel agree to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

82. No Admissions. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendants have claimed and continue to claim that the Released Claims and Individual 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 herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendants or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. To the extent that this Settlement is not approved, the Parties shall revert to their original positions. Defendants deny that these Actions is appropriate for class treatment except for settlement purposes.

83. Confidential Documents. Plaintiffs and Class Counsel agree that none of the documents and information provided to them in formal or informal discovery or at any other time in these Actions shall be used for any purposes other than prosecution of these Actions. Class Counsel shall not refer to, rely upon, or otherwise utilize any documents or information obtained in this Action to prosecute a separate action against Defendants and/or any Released Parties; however, nothing in this Section will be construed as a restraint on the right of any counsel to practice or a limitation on the rights that any Settlement Class Member or Class Counsel may have under any applicable federal, state, or local law to separately obtain documents or information from Defendants.

84. **IN WITNESS THEREOF**, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

[Signature Page Follows]

**PLAINTIFFS:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES SAN NICOLAS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**DAVID PRICE**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**PETER CONTRERAS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NATHAN KLIPFEL**

**DEFENDANTS:**

Dated: 7/12/2021

**WEST COVINA CORPORATE FITNESS, INC.**

DocuSigned by:  
*Paul Becker*

By: Paul Becker  
Its: Chief Financial Officer

Dated: 7/12/2021

**MUSCLE HEAD, INC.**

DocuSigned by:  
*Paul Becker*

By: Paul Becker  
Its: Chief Financial Officer

Dated: 7/12/2021

**MUSCLE BOUND, INC.**

DocuSigned by:  
*Paul Becker*

By: Paul Becker  
Its: Chief Financial Officer



**PLAINTIFFS:**

Dated: Jul 6, 2021 \_\_\_\_\_

  
\_\_\_\_\_  
Charlie San nicolas (Jul 6, 2021 10:29 PDT)

**CHARLES SAN NICOLAS**

Dated: Jul 6, 2021 \_\_\_\_\_

  
\_\_\_\_\_  
David Price (Jul 6, 2021 10:28 PDT)

**DAVID PRICE**

Dated: Jul 6, 2021 \_\_\_\_\_

  
\_\_\_\_\_  
Peter Contreras (Jul 6, 2021 10:38 PDT)

**PETER CONTRERAS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NATHAN KLIPFEL**

**DEFENDANTS:**

**WEST COVINA CORPORATE FITNESS, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MUSCLE HEAD, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MUSCLE BOUND, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**PLAINTIFFS:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**CHARLES SAN NICOLAS**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**DAVID PRICE**

Dated: \_\_\_\_\_

\_\_\_\_\_  
**PETER CONTRERAS**

Dated: 7/06/2021

  
\_\_\_\_\_  
**NATHAN KLIPFEL**

**DEFENDANTS:**

**WEST COVINA CORPORATE FITNESS, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MUSCLE HEAD, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
**MUSCLE BOUND, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LA CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
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By: Paul Becker  
Its: Chief Financial officer

**THOUSAND OAKS CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
D758A55C79B348E  
By: Paul Becker  
Its: Chief Financial officer

**SIMI VALLEY CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
D758A55C79B348E...  
By: Paul Becker  
Its: Chief Financial officer

**CULVER CITY CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
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By: Paul Becker  
Its: Chief Financial officer

**FULLERTON CORPORATE FITNESS, INC.**

Dated: 7/12/2021

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Paul Becker  
D758A55C79B348E  
By: Paul Becker  
Its: Chief Financial officer

**VALENCIA CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**SANTA ANITA CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**MONTCLAIR CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**SANTA BARBARA CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**ANAHEIM CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**GLENDALE CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**SANTA ANA CORPORATE FITNESS, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

**GYM MANAGEMENT SERVICES, INC.**

Dated: 7/12/2021

DocuSigned by:  
Paul Becker  
By: Paul Becker  
Its: Chief Financial Officer

Dated: 7/12/2021

DocuSigned by:  
[Signature]  
By: ANGEL BANOS


Dated: 7/12/2021

[Signature]  
By: WILLIAM BANOS

**APPROVED AS TO FORM:**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Dated: 7/6/21

By:   
NORMAN BLUMENTHAL  
ATTORNEYS FOR PLAINTIFF  
SAN NICOLAS, PRICE AND  
CONTRERAS

**THE VICK LAW GROUP, APC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
SCOTT VICK  
ATTORNEYS FOR PLAINTIFF KLIPFEL

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
STEVEN C. AMUNDSON  
ATTORNEYS FOR DEFENDANTS

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

NORMAN BLUMENTHAL  
ATTORNEYS FOR PLAINTIFF  
SAN NICOLAS, PRICE AND  
CONTRERAS

**THE VICK LAW GROUP, APC**


Dated: 7/13/2021

By: 

SCOTT VICK  
ATTORNEYS FOR PLAINTIFF KLIPFEL

**MANNING & KASS  
ELLROD, RAMIREZ, TRESTER LLP**

Dated: July 12, 2021

By:   
\_\_\_\_\_

STEVEN C. AMUNDSON  
ATTORNEYS FOR DEFENDANTS

# **EXHIBIT B**



Class Period: May 31, 2016- Nov 15, 2021  
 Class Size: 4,778  
 Date Notices Mailed: Jul 11, 2022

Exclusion Deadline: Aug 25, 2022  
 Objection Deadline: Aug 25, 2022  
 Final Approval Hearing: Sep 6, 2022

	Description	Count
<b>Mail</b>	Items in Mailing List	4,778
	Notices Returned	166
	Notices Traced	147
	Notices Rемаiled	149
	Forwarded Notices	18
	Notices Returned 2nd Time	
	Undelivered Notices	18
<b>Opt Outs</b>	Responses Received	2
	Opt Outs	1
	Objections	
	Disputes	
	Deficient	
	Late Opt Outs	
	Invalid	1
	"Valid" Opt Outs**	1
<b>** Includes Deficient and Late Opt Outs</b>		
<b>Class</b>	No. of Class Members in Mailing List	4,778
	No. of Valid Opt Outs	1
	% Valid Opt Outs	0.02 %
	Total Class Members – Less Opt Outs	4,777

**Distribution List:**

Kyle R. Nordrehaug; Scott Vick  
 Al De La Cruz; Steven C. Amundson; Tim Nelson; Samantha Shapiro; Brandon McKelvey; Norman B. Blumentha;  
 Nicholas J. De Blouw

**CPT Class Action Representatives:**

Julie Green; Jackie Hitomi; Abel Morales; Tim Cunningham; Tarus Dancy; Carole Thompson  
 Emilio Cofinco; Jennifer Forst; Jeremy Romero; Erin La Russa; Jeremy Talavera; Laura Singh; Irvin Garcia;  
 Katie Tran; Alejandra Zarate

Please note these numbers and statistics are for your reference only and will change throughout the administration process. Final numbers and statistics shall be obtained from Case Manager once response deadlines have passed and all responses have been properly validated.

# **EXHIBIT C**

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**FILED**  
Superior Court of California  
County of Los Angeles  
04/11/2022

Sherri R. Carter, Executive Officer / Clerk of Court  
By: I. Arellanes Deputy

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

CHARLES SAN NICOLAS, an individual,  
NATHAN KLIPFEL, an individual, on behalf of  
themselves, in their representative capacity on  
behalf of the State of California, and on behalf  
of all persons similarly situated,

Plaintiffs,

vs.

WEST COVINA CORPORATE FITNESS,  
INC., et al,

Defendants.

CASE NO.: BC616304 [consolidated with  
CASE NO.. BC665577; related to CASE  
NOS. 20STCV07368 and 20STCV27502)

[Complaint filed April 8, 2016; before  
Honorable Daniel J. Buckley, Dept. SS-1]

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

Date: April 11, 2022  
Time: 10:30 a.m.  
Dept.: SS-1

1 This matter came on for hearing on April 11, 2022, at 10:30 a.m. in Department SS-1 of  
2 the above-captioned court on Plaintiffs’ Motion for Preliminary Approval of Class Action  
3 Settlement, upon the terms and conditions set forth in the Class Action Settlement Agreement  
4 (the “Settlement Agreement”) between Plaintiffs Charles San Nicolas, Nathan Klipfel, David  
5 Price, and Peter Contreras (collectively, “Plaintiffs”) and Defendants Gym Management  
6 Services, Inc., Gold’s Gym SoCal aka Gold’s Gym SoCal Group, Angel Banos, William Banos,  
7 West Covina Corporate Fitness, Inc., Muscle Head, Inc., Muscle Bound, Inc., LA Corporate  
8 Fitness, Inc., Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver  
9 City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc.,  
10 Santa Anita Corporate Fitness, Inc., Montclair Corporate Fitness, Inc., Santa Barbara Corporate  
11 Fitness, Inc., Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana  
12 Corporate Fitness, Inc., and Gym Management Services, Inc. (collectively, “Defendants”).

13 The Court, having fully reviewed the Motion for Preliminary Approval for Class Action  
14 Settlement, the Memorandum of points and Authorities, Declarations, and Exhibits filed in  
15 support thereof, the Settlement Agreement and the Notice Packet, and in recognition of the  
16 Court’s duty to make a preliminary determination as to the reasonableness of any proposed class  
17 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is  
18 provided to the Class Members in accordance with due process requirements, and to set a Final  
19 Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness,  
20 adequacy and reasonable of any proposed settlement, and having heard the argument of Counsel,  
21 the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**<sup>1</sup>

- 22 1. The Fourth Amended and Consolidated Complaint is the operative complaint in  
23 this matter.
- 24 2. The Court finds on a preliminary basis that the Settlement Agreement  
25 incorporated in full by this reference and made a part of this Order Granting  
26

27 \_\_\_\_\_  
28 <sup>1</sup> All defined terms contained herein shall have the same meanings as those set forth in the Class  
Action Settlement Agreement (the “Settlement Agreement”).

1 Preliminary Approval, appears to be within the range of reasonableness of a  
2 settlement which could ultimately be given final approval by this Court.

3 3. The Court does hereby preliminarily approve the Settlement as being fair, just,  
4 reasonable and adequate pursuant to California Rules of Court, Rule 3.769(d) and  
5 Section 382 of the California Code of Civil Procedure in that: (a) the proposed  
6 Settlement Class is ascertainable and so numerous that joinder of all members of  
7 the Settlement Class is impracticable; (b) common questions of law and fact  
8 predominate, and there is a well-defined community of interest among members  
9 of the proposed Settlement Class, and each of them, with respect to the subject  
10 matter-of the litigation; (c) the claims of the Named Plaintiffs are typical of the  
11 claims of the members of the proposed Settlement Class; (d) the Named Plaintiffs  
12 have and will fairly and adequately protect the interests of the proposed  
13 Settlement Class; (e) a class action is superior to other available methods for  
14 an efficient adjudication of this controversy in the context of settlement; and (f)  
15 Class Counsel is qualified to serve as counsel for the proposed Named Plaintiffs,  
16 as class representatives and proposed Settlement Class, and will adequately  
17 protect their interests.

18 4. It appears to the Court that the Settlement Fund is fair and reasonable to the  
19 Settlement Class when balanced against the probable outcome of further litigation  
20 relating to maintaining class certification, liability and damages issues and  
21 potential appeals. It further appears that significant investigation, research, and  
22 litigation has been conducted such that counsel for the Parties at this time are able  
23 to reasonably evaluate their respective positions. It further appears that  
24 settlement at this time will avoid substantial costs, delays, and risks that would be  
25 presented by further prosecution of this consolidated litigation. It further appears  
26 that the proposed Settlement has been reached as a result of the intensive, serious,  
27 and non-collusive negotiations between the Parties. Solely for the purposes of the  
28

1 proposed Settlement, a Settlement Class is hereby provisionally certified pursuant  
2 to California Code of Civil Procedure section 382 as follows:

3 “all non-exempt employees who are or previously were employed by  
4 defendants West Covina Corporate Fitness, Inc., Muscle Head, Inc.  
5 (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate  
6 Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc.,  
7 Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc.,  
8 Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa  
9 Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness,  
10 Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and  
11 Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate  
12 Fitness, Inc., Santa Ana Corporate Fitness, Inc., and/or Gym Management  
13 Services, Inc. during the period of April 25, 2015 to the Preliminary  
14 Approval Date and were paid by the hour and/or by session.”

15 Within the Class is a “Settlement Employee Subclass” defined as:

16 “all Settlement Class Members who were (a) Affected by Defendants’  
17 Meal Break and Rest Period Policies; (b) Cell Phone Policies, and/or (c)  
18 Affected by Defendants’ Reporting Time Policies.”

- 19
- 20 5. Solely for the purposes of the proposed Settlement, the Court does hereby  
21 preliminarily approve Scott Vick, Esq. of Vick Law Group, APC and Kyle R.  
22 Nordrehaug, Esq. of Blumenthal Nordrehaug Bhowmik De Blouw, LLP as Class  
23 Counsel and Plaintiffs Charles San Nicolas and Nathan Klipfel as Class  
24 Representatives.
- 25 6. The Court does hereby approve the appointment of CPT Group (the “Settlement  
26 Administrator”) as the Parties’ Settlement Administrator and preliminarily  
27 approves the Settlement Administrators’ costs in an amount of \$30,000.
- 28 7. The Court approves, as to form, content and adequacy, the Notice of Settlement of  
Class Action Lawsuit (the “Notice Packet” or “Notice”) attached as Exhibit A to  
the Settlement Agreement, with such non-material changes, if needed, that may be  
agreed to by counsel for the Parties to conform to this Order and the Settlement  
Agreement.
8. The Court finds that the Notice Packet constitutes the best notice practicable  
under the circumstances, is in full compliance with the laws of the State of  
California and the requirements of due process. The Court further finds that the

1 Notice Packet fully and accurately informs the Settlement Class Members of all  
2 material elements of the proposed Settlement, of each Settlement Class member's  
3 right to participate, request exclusion from or object to the Settlement. The Court  
4 further approved of the process for mailing of the Notice Packet to the Settlement  
5 Class Members, as specifically described in the Settlement Agreement, and  
6 constitutes an effective method of notifying Settlement class Members of their  
7 rights with respect to the proposed Settlement.

8 ACCORDINGLY, IT IS HEREBY ORDERED THAT:

9 9. The Settlement Administrator shall supervise and administer the notice procedure  
10 as more fully set below:

- 11 a. Within twenty (20) days of this Order Granting Preliminary Approval of  
12 the Class Action Settlement, the Defendants shall provide the Settlement  
13 Administrator with the Class Data, as described in the Settlement  
14 Agreement.
- 15 b. Defendants shall consult with the Settlement Administrator prior to the  
16 production date to ensure that the format will be acceptable to the  
17 Settlement Administrator.
- 18 c. Upon receipt of the Class Data, the Settlement Administrator will perform  
19 a search based on the National Change of Address Database and/or similar  
20 database(s) to update and correct any known or identifiable address  
21 changes.
- 22 d. No later than twenty-one (21) calendar days after receiving the Class Data  
23 from Defendants as provided herein, the Settlement Administrator shall  
24 mail copies of the Notice Packet to all Settlement Class Members via  
25 regular First Class U.S. Mail. The Settlement Administrator shall also  
26 email copies of the Notice Packet to Settlement Class Members to those  
27 who have an email address available. The Settlement Administrator shall  
28

1 exercise its best judgment to determine the current mailing address for  
2 each Settlement Class Member. The address identified by the Settlement  
3 Administrator as the current mailing address shall be presumed to be the  
4 best mailing address for each Settlement Class Member. In the event more  
5 than one address is identified, then the Settlement Administrator shall mail  
6 to each potentially valid address.

7 e. Any Notice Packets returned to the Settlement Administrator as non-  
8 delivered on or before the Response Deadline shall be re-mailed to the  
9 forwarding address affixed thereto. If no forwarding address is provided,  
10 the Settlement Administrator shall promptly attempt to determine a correct  
11 address by lawful use of skip-tracing, or other search using the name,  
12 address and/or Social Security number of the Settlement Class Member  
13 involved, and shall then perform a re-mailing, if another mailing address is  
14 identified by the Settlement Administrator. Settlement Class Members  
15 who received a re-mailed Notice Packet shall have their Response  
16 Deadline extended fifteen (15) calendar days from the original Response  
17 Deadline. "Response Deadline" means the date forty-five (45) calendar  
18 days after the Settlement Administrator mails Notice Packets to Settlement  
19 Class Members and the last date on which Settlement Class Members may  
20 submit Objections to the Settlement or Requests for Exclusion from the  
21 Settlement.

22 f. Settlement Class Members will have the opportunity, should they disagree  
23 with Defendants' records regarding the number of Compensable Work  
24 Weeks worked by Settlement Class Members stated on the Notice of  
25 Proposed Class Action Settlement And Class Action Settlement Hearing,  
26 to provide documentation and/or an explanation to show contrary  
27 Compensable Work Weeks. To the extent any individual alleges that he  
28



1 or she should be a part of the Settlement, then he or she will have the  
2 opportunity to provide supporting documentation to show Compensable  
3 Work Weeks. If there is a dispute, the Settlement Administrator will  
4 consult with the Parties to determine whether an adjustment is warranted  
5 The Settlement Administrator shall make a recommendation as to the  
6 eligibility for, and the amounts of, any Individual Settlement Payments  
7 under the terms of this Agreement. If either Party disagrees with the  
8 recommendation, the Court will finally resolve the matter. Prior to any  
9 such resolution, counsel for the Parties will confer in good faith to resolve  
10 the dispute.

11 g. Any disputes not resolved by the Settlement Administrator concerning the  
12 administration of the Settlement will be resolved by the Court under the  
13 laws of the State of California. Prior to any such involvement of the  
14 Court, counsel for the Parties will confer in good faith to resolve the  
15 disputes without the necessity of involving the Court.

16 h. The Notice of Proposed Class Action Settlement And Class Action  
17 Settlement Hearing shall state that Settlement Class Members who do not  
18 wish to participate in the Settlement must mail the Settlement  
19 Administrator a written statement of opting out (“Notice of Opt-Out” by  
20 the Response Deadline. The Notice of Opt-Out must be signed by the  
21 Settlement Class member and state (1) the full name of the Settlement  
22 Class Member; (2) the Settlement Class Member's Claimant ID number;  
23 and (3) that the Settlement Class member wishes to opt out. Settlement  
24 Class Members who do not opt out in the manner specified above shall be  
25 deemed to be participants in the Settlement and will be bound by the terms  
26 of the Settlement. At no time shall any of the Parties or their counsel seek  
27  
28

1 to solicit or otherwise encourage Settlement Class Members to opt out  
2 from the Settlement.

- 3 i. The Notice of Proposed Class Action Settlement And Class Action  
4 Settlement Hearing shall state that Settlement Class Members who wish to  
5 object to the Settlement must mail the Settlement Administrator a written  
6 statement of objection (“Notice of Objection”) by the Response Deadline.  
7 j. Upon completion of these steps by the Settlement Administrator as  
8 described in the Settlement Agreement, Plaintiffs and Defendants shall be  
9 deemed to have satisfied their obligation to provide the Notice Packet to  
10 the Settlement Class Members.  
11 k. Class Counsel shall provide to the Court, no later than sixteen (16) court  
12 days prior to the Final Approval Hearing, a declaration by the Settlement  
13 Administrator of due diligence and proof of mailing with regard to the  
14 mailing of the Notice Packet.

15 10. Any Settlement Class Member may enter an appearance in the action, at his or her  
16 own expense, individually or through counsel of his or her choice. If they do not  
17 enter and appearance or exclude themselves from the Settlement by opting out,  
18 they will be represented by Class Counsel.

19 11. Any Settlement Class Members who wish to object to the Settlement must mail  
20 the Settlement Administrator a written statement of objection (“Notice of  
21 Objection”) by the Response Deadline. The Notice of Objection must be signed  
22 by the Settlement Class Member and state: (1) the full name of the Settlement  
23 Class Member; (2) the dates of employment of the Settlement Class Member; (3)  
24 the Settlement Class Members Claimant ID number; (4) the basis for the  
25 objection; and (5) whether the Settlement Class Member intends to appear at the  
26 Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail  
27 to make objections in the manner specified above shall be deemed to have  
28

1 waived any objections and shall be foreclosed from making any objections  
2 (whether by appeal or otherwise) to the Settlement. Settlement Class Members  
3 who submit a timely Notice of Objection will have a right to appear at the Final  
4 Approval/Settlement Fairness Hearing in order to have their objections heard by  
5 the Court. No Settlement Class Member may appear at the Final Approval  
6 Settlement Fairness Hearing unless he or she has timely mailed an objection that  
7 complies with the procedures provided in this paragraph. At no time shall any of  
8 the Parties or their counsel seek to solicit or otherwise encourage Settlement Class  
9 Members to file or serve written objections to the Settlement or appeal from the  
10 Final Judgment.

11 12. A hearing on Final Approval (the “Final Approval Hearing”) shall be held on  
12 July 8, 2021 at 10:30 ~~a.m./p.m.~~ in Department SS-1 of the Superior  
13 Court of the State of California in and for the County of Los Angeles, to  
14 determine if the proposed Settlement is fair, reasonable, and adequate, and should  
15 be finally approved by the Court, whether Judgment should be entered herein, and  
16 to determine the amount of attorneys’ fees and costs that should be awarded to  
17 Class Counsel, the amount of the Class Representatives Enhancement Award, and  
18 penalties payable pursuant to Labor Code Section 2699 (“PAGA”).

19 13. All briefs, evidence and materials filed in support of the Final Approval Hearing  
20 shall be filed with this Court no later than sixteen (16) court days before the date  
21 set for the Final Approval Hearing.

22 14. The Court reserves the right to adjourn the date of the Final Approval Hearing  
23 without further notice to the Settlement Class Members and retains jurisdiction to  
24 consider all further applications arising out of or connected with the proposed  
25 Settlement.

26 15. If for any reason the Court does not execute and file an Order granting Final  
27 Approval and Judgment, the Settlement Agreement and the proposed Settlement  
28

1 which is the subject of this Order and all evidence, briefs and proceedings had in  
2 connection therewith shall be without prejudice to the status quo ante rights of the  
3 Parties to the litigation as more specifically set forth in the Settlement Agreement.

4 16. Pending further order of this Court, all proceedings in this matter except those  
5 contemplated herein and in the Settlement Agreement are stayed.

6 17. Pending final determination of whether the Settlement Agreement should be  
7 approved, neither Charles San Nicolas, Nathan Klipfel, David Price, or Peter  
8 Contreras, nor Class Members, either directly, representatively or in any other  
9 capacity, shall commence or prosecute against any of the Released Parties any  
10 action or proceeding in any court or tribunal asserting any of the Released Claims  
11 or any claims related thereto, as defined in the Settlement Agreement.

12 **IT IS SO ORDERED.**

13 DATED: 04/11/2022



14 *Daniel J. Buckley*  
15 \_\_\_\_\_  
16 Hon. Daniel J. Buckley  
17 Judge of the Superior Court of California  
18 Daniel J. Buckley / Judge  
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# **EXHIBIT D**

## NOTICE OF PENDENCY OF PAGA AND CLASS ACTION SETTLEMENT

This notice is being sent to certain current and former non-exempt employees of West Covina Corporate Fitness, Inc., Muscle Head, Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness, Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”), Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and Gym Management Services, Inc. (“**Corporate Defendants**”) who worked for one or more of the Corporate Defendants at any time from April 8, 2015 to November 15, 2021. Additional Defendants include Angel Banos and William Banos (together with the Corporate Defendants, the “**Defendants**”).

### PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS IN CONNECTION WITH THE SETTLEMENT OF A CLASS ACTION AND PAGA LAWSUIT.

#### **A. WHAT IS THIS NOTICE ABOUT?**

A proposed One Million Dollar (\$1,000,000) settlement (the “**Settlement**”) has been reached between the Plaintiffs and the Defendants in the following two lawsuits: (1) *San Nicolas v. West Covina Corporate Fitness, Inc. et al.*, Superior Court of California, County of Los Angeles Case No. BC616304 and (2) *Klipfel v. Gym Management Services, Inc. et al.*, Superior Court of California, County of Los Angeles Case No. BC665577 (the “**Actions**”).

**The Class Settlement.** Plaintiffs Charles San Nicolas and Nathan Klipfel are pursuing the Actions seeking damages on behalf of themselves and certain individuals who worked as non-exempt employees for the Corporate Defendants during the “**Class Period**,” which runs from May 31, 2016 to November 15, 2021.

**The PAGA Settlement.** Plaintiffs Charles San Nicolas and Nathan Klipfel are also pursuing the Actions on behalf of themselves, the State of California, and all current or former non-exempt employees of any of the Corporate Defendants who were paid by the hour and/or by session (the “**Aggrieved Employees**”) during the period of April 8, 2015 to November 15, 2021 and (the “**PAGA Period**”) seeking civil penalties pursuant to the Private Attorneys’ General Act of 2004, California Labor Code section 2698 *et seq.* (“**PAGA**”).

The Court has preliminarily approved the Settlement. The Court appointed Vick Law Group, APC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP, to serve as **Class Counsel** for the Settlement Class Members.

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

In the Actions, Plaintiffs allege, among other things, that Corporate Defendants and others: (1) engaged in unlawful business practices; (2) failed to pay overtime compensation; (3) failed to provide accurate itemized wage statements; (4) failed to reimburse employees for expenses; (5) failed to pay wages when due; (6) failed to provide required uninterrupted meal periods; (7) failed to provide required uninterrupted rest breaks; (8) failed to pay minimum wages; (9) failed to compensate for reporting time; (10) failed to compensate for all hours worked; and (11) violated the Labor Code’s Private Attorney General Act. The Lawsuits seek, among other things: (a) damages; (b) interest, and (c) civil penalties, under the Private Attorney General Act, Labor Code § 2699(a) (“**PAGA**”), on behalf of all “**Aggrieved Employees.**” The Defendants dispute these allegations and deny liability.

**The Settlement Class.** The Settlement Class Members are comprised of approximately 4,778 class members, of which 229 were (or are) personal trainers during the Class Period. Class Members will be able to opt out of the settlement.

**The PAGA Aggrieved Employees.** The Settlement also settles a PAGA claim involving approximately 4,778 current or former Aggrieved Employees during the PAGA Period. Aggrieved Employees will NOT be able to opt out of the PAGA portion of the settlement.

The Settlement represents a compromise of disputed claims. Nothing in the Settlement is intended to be or will be construed as an admission by the Defendants that Plaintiffs' claims in the Actions have merit or that they owe compensation to Plaintiffs or settlement members for the conduct alleged in the Action. On the contrary, Defendants deny any and all such liability.

**C. SUMMARY OF THE SETTLEMENT PAYMENTS**

1. **Total Settlement Amount:** Defendants will pay \$1,000,000 as the Settlement Amount. The Settlement Amount is the total amount that Defendants shall be obligated to pay under the Settlement to the Class Members and Aggrieved Employees. The Settlement Amount will pay Class Representative Enhancements, Attorneys' Fees and Litigation Costs, Settlement Administration Costs, payment of the PAGA Claim, and payment of the Net Settlement Amount, which includes payroll taxes. According to defendant's records, you worked an estimated total of <<PayPeriods>> pay periods for an estimated settlement amount of <<estAmount>>.

a. **Class Representative Enhancements:** Class Representatives (Charles San Nicolas, Nathan Klipfel, David Price, and Peter Contreras) will seek approval from the Court for a payment of \$10,000 each for prosecuting the Actions and for the Complete and General Release that they are individually providing to Defendants as part of the Settlement. If awarded by the Court, the Class Representative Payments will be paid out of the Settlement Amount.

b. **Attorneys' Fees:** Class Counsel have spent over five years prosecuting the Actions on behalf of the Class. In consideration for these efforts, Class Counsel intend to request thirty-eight percent (\$380,000) as an award of attorneys' fees for the services the attorneys representing the Plaintiffs in the Action have rendered and will render to the Settlement Class Members and PAGA class members. Two-thirds of any award shall be payable to the Vick Law Group, and the remaining one-third of the award shall be payable as follows: Seventy-five percent (75%) payable to Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Blumenthal"), and Twenty-five percent (25%) payable to the Law Offices of Mauro Fiore, Jr., A.P.C. The payment of the Attorneys' Fees from out of the Settlement will constitute full and complete compensation for all legal fees of all attorneys representing Plaintiffs in the Actions and all work done through the completion of the Actions, whatever date that may be.

c. **Litigation Costs:** Vick Law Group will request up to \$25,000 and Blumenthal shall request up to \$11,000 for actual and reasonable litigation costs incurred in the investigation, litigation, and resolution of the Actions. The payment of the Litigation Costs from out of the Settlement Amount will constitute full and complete compensation for all costs and expenses of all attorneys representing Plaintiffs in the Actions.

d. **Settlement Administration Costs:** Settlement Administration costs of \$30,000 will be paid out of the Settlement Amount to CPT Group, Inc. for administration of the settlement. The Court has appointed CPT Group to act as an independent Settlement Administrator for purposes of administering this Settlement.

e. **Payment of PAGA Claim:** \$80,000 of the Settlement Amount has been allocated to PAGA civil penalties, 75% of which is payable to the California Labor and Workforce Development Agency as required by Labor Code section 2699, and 25% payable on a pro-rata basis to the Aggrieved Employees.

f. **Net Settlement Amount:** The Net Settlement Amount means the Settlement Amount, less Attorneys' Fees and Litigation Costs, Class Representative Enhancements, PAGA Payment, and Settlement Administration Costs.

g. **Payment of Class Claims:** The Net Settlement Amount shall be paid to the Participating Class Members (who do not opt-out) as follows:

i. Twenty-Five Percent (25%) of the Net Settlement Amount shall be paid to the 229 members of the Personal Trainer Subclass. The Settlement Administrator will calculate the amount due to each Participating Personal Trainer Class Member by multiplying the appropriate Dollars-per-Compensable pay period amount by the number of Compensable Pay periods worked by each Participating Personal Trainer Class Member.

ii. Seventy-Five Percent (75%) of the Net Settlement Amount shall be paid to all Participating Class Members based on the total number of Compensable **Pay periods** for all Participating Class Members, including Personal Trainer Class Members. The Settlement Administrator will calculate the amount due to each Participating Class Member by multiplying the appropriate Dollars-per-Compensable **pay period** amount by the number of Compensable **Pay periods** worked by each Participating Personal Trainer Class Member.

2. **Distribution of Settlement.** The Class Representative Enhancements, Attorneys' Fees and Litigation Costs, Settlement Administration Costs, PAGA Settlement Amount, and payment of the Net Settlement Amount will be paid 60 days after the Court enters a Final Approval Order and the Judgment if no motions for reconsideration or appeals or other efforts to obtain review have been filed (the "Effective Date").

3. **Unclaimed Funds.** Any unclaimed funds resulting from Settlement Class Members' failure to cash Class Payment checks and/or Individual PAGA Payment checks by the Void Date shall be transmitted by the Settlement Administrator to **Legal Aid at Work**, a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years.

4. If the Court does not grant final approval of the Settlement or if the Judgment does not become final and binding for any reason, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor Defendants will have further obligations under the Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Enhancements, Attorneys' Fees, Litigation Costs, PAGA Settlement Amount, or Settlement Administration Costs will not render the Settlement null and void.

#### **D. WHAT CLAIMS ARE RELEASED?**

1. **Class Released Claims.** If you do not opt-out of the Settlement, you will become a Participating Settlement Class Member and will be unable to sue, continue to sue, or be a part of any other lawsuit against the Released Parties for the "Class Released Claims" in this Settlement.

a. "**Released Parties**" means Defendants, their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

b. "**Class Released Claims**" any and all claims, demands, rights, liabilities, and causes of action that were actually alleged in the Actions, including for violation of California Labor Code Sections 201, 202, 203, 204, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2698, 2699, 2802, and claims for violations of California Business & Professions Code § 17200 et seq., and all claims, demands, rights, liabilities and causes of action that could have been alleged in the Actions based on the facts alleged. The release shall run for the duration of the Class Period.

2. **PAGA Released Claims.** If the Court grants final approval of the settlement, all Aggrieved Employees will receive their share of the PAGA Payment, whether or not they objected to the settlement or opted-out as a class member. However, all Aggrieved Employees will release the PAGA Released Claims, which consist of Labor Code violations that could have been premised on the facts identified in both: (i) the Plaintiffs' underlying PAGA letters to the LWDA; and (ii) the operative complaints (both of which can be provided to you upon request). All Aggrieved Employees shall be deemed to have released their PAGA claims, notwithstanding whether they timely opted out of the class action settlement.

#### **E. WHAT ARE MY RIGHTS AS A SETTLEMENT CLASS MEMBER?**

1. **Participating in the Settlement:** You do not need to do anything to participate in this Settlement. If the Court grants final approval to the Settlement, you will be entitled to receive your portion of the Net Settlement Amount approximately 60 days after the Effective Date. As a Participating Settlement Class Member, you will be bound by the terms of the Settlement and the Judgment entered by the Court and you will be deemed to have released the Class Released Claims against the Released Parties described above.



2. **Objecting to the Settlement:** You can ask the Court to deny approval of the Settlement by mailing the Settlement Administrator CPT Group, Inc. (located at 50 Corporate Park, Irvine, California 92606) a written statement of objection (“Notice of Objection”) within 45 days from the date the Settlement Administrator mails the Notice Packets (the “**Response Deadline**”) or **August 25, 2022**. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the Settlement Class Member’s Claimant identification number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members who fail to make an objection or file a notice to appear may nonetheless appear at the final approval hearing. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Actions will continue. If that is what you want to happen, you must object.

3. **Opting Out of the Settlement.** Members of the Class who wish to exclude themselves from the Settlement shall submit a request for exclusion to the Settlement Administrator by the Response Deadline. However, Class Members shall not be able to request exclusion from the PAGA portion of the Settlement, and they shall release and be paid an Individual Settlement Award for their release of their PAGA claim, notwithstanding their submission of a timely request for exclusion.

4. **Disputes Regarding Individual Settlement Payments.** Settlement Class Members will have the opportunity, should they disagree with Defendants’ records regarding the number of Compensable Work Weeks worked by Settlement Class Members stated on the Notice of Proposed Class Action Settlement and Class Action Settlement Hearing, to provide documentation and/or an explanation to the Settlement Administrator to show contrary Compensable Work Weeks up to and including the Response Deadline. The Settlement Administrator shall make a recommendation as to the eligibility for, and the amounts of, any individual Settlement Payments under the Settlement. If either Party disagrees with the recommendation, the Court will finally resolve the matter.

## **F. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a Final Approval Hearing on September 6, 2022, at 10:30 a.m., or as soon thereafter as counsel can be heard before the Honorable Daniel J. Buckley, in Department SS-1 of the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Enhancement, the Attorneys’ Fees, the Litigation Costs, the PAGA Settlement Amount, and the Settlement Administration Costs.

**Face Masks And Social Distancing Guidelines.** If you appear at the Final Fairness Hearing, you must abide by the Court’s most recent Face Masks and Social Distancing Guidelines, which are available at [www.lacourt.org](http://www.lacourt.org). The Court’s Current Guidelines are:

- All persons entering any courthouse or courtroom shall wear a face mask over their nose and mouth at all times within public areas of the courthouse or courtroom.
- Non-exempt individuals who decline or refuse to wear a face mask will be denied entry to the courthouse and/or courtroom.
- Individuals who remove their face masks after entering the courthouse or courtroom will be reminded to wear them. If they refuse, they may be denied services, may have their legal matters rescheduled and/or will be asked to leave the courthouse or courtroom immediately.
- Persons who refuse to leave voluntarily will be escorted out of the courthouse and/or courtroom by Los Angeles County Sheriff’s Department personnel.
- Individuals are required to maintain at least six (6) feet of physical distance from all persons (except those within your household) at all times and comply with social distance signage throughout the courthouse.
- Use hand sanitizer when entering the courthouse, practice good hand-washing hygiene and cover coughs and sneezes, preferably with a tissue.

The Final Approval Hearing may be postponed without further notice to Class Members. You are advised to check the settlement website at [www.cptgroupcaseinfo.com/WestCovinaCorporateFitnessSettlement](http://www.cptgroupcaseinfo.com/WestCovinaCorporateFitnessSettlement) or the Court's Case Access website at [http://www.lacourt.org/case\\_summary/ui/index.aspx?casetype=civil](http://www.lacourt.org/case_summary/ui/index.aspx?casetype=civil) to confirm that the date has not been changed. **It is not necessary for you to appear at this hearing for you to receive your share of the settlement.** You do not need to appear at this hearing unless you wish to object to the Settlement. If you have sent a written objection, you may appear at the hearing if you choose to do so.

Notice of Final Judgment. If the Court grants final approval of the Settlement, the Settlement Administrator will post notice of final judgment on its website or one created for the purposes of administration within seven (7) calendar days of entry of the Final Order and Judgment.

## **G. GETTING MORE INFORMATION**

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, or if you have questions about the Settlement, please contact the Settlement Administrator (see below contact information), contact Class Counsel (see below contact information), or access the Court docket in this case.

### **Settlement Administrator:**

San Nicolas v. West Covina Corporate Fitness, Inc  
*c/o* CPT Group  
50 Corporate Park  
Irvine, California 92606  
[www.cptgroupcaseinfo.com/WestCovinaCorporateFitnessSettlement](http://www.cptgroupcaseinfo.com/WestCovinaCorporateFitnessSettlement)  
1 (888) 398-3461

### **Class Counsel:**

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**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

By Order of the Court

# **EXHIBIT E**

**VICK LAW GROUP**  
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Scott Vick  
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April 10, 2017

**VIA ELECTRONIC SUBMISSION**

California Labor & Workforce  
Development Agency  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

**VIA CERTIFIED U.S. MAIL**

Gym Management Services, Inc.  
c/o Steve Sweener, Agent for Service of Process  
19835 Nordhoff Street  
Bldg. 1A, Unit B  
Northridge, CA 91324

**VIA CERTIFIED U.S. MAIL**

Angel J. Banos  
19835 Nordhoff Street  
Bldg. 1A, Unit B  
Northridge, CA 91324

**VIA CERTIFIED U.S. MAIL**

Santa Anita Corporate Fitness, Inc.  
c/o Steve Sweener, Agent for Service of Process  
19835 Nordhoff Street  
Bldg. 1A, Unit B  
Northridge, CA 91324

**VIA CERTIFIED U.S. MAIL**

William A. Banos  
19835 Nordhoff Street, Bldg. 1A, Unit B  
Northridge, CA 91324

**AMENDED NOTICE OF LABOR CODE VIOLATIONS**  
**PURSUANT TO LABOR CODE SECTION 2699.3**

Ladies and Gentlemen:

This office represents Nathan Klipfel and a proposed group of current and former employees working for Gold's Gym (as defined below) in the State of California. Mr. Klipfel worked as a certified personal trainer at the Gold's Gym health and fitness club located in the Westfield Santa Anita Mall in Arcadia, California from May 16, 2016 until January 18, 2017. His nominal and titular employer was a shell company called Santa Anita Corporate Fitness, Inc. Gym Management Services, Inc. was his joint employer. Mr. Klipfel performed functions that are not exempt from California's wage and hour laws.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* We herein set forth facts and theories of California Labor Code Violations that we allege Gold's Gym engaged in with respect to Mr. Klipfel and Gold's Gym's aggrieved employees.

Mr. Klipfel wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed as an hourly employee, including, but not limited to personal trainers, by Gold's Gym in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter, and the prior letter dated March 29, 2017, and continuing to the present.

### **GOLD'S GYM**

Gold's Gym International, Inc. ("Gold's Gym International") owns and operates a chain of renowned fitness gyms and health clubs in the United States and internationally. Gold's Gym International also franchises its gyms. Gold's Gym International is not the subject of this letter.

Gym Management Services, Inc. ("Gold's Management") is a California corporation that is sometimes referred to and does business as "Gold's Gym Southern California," "Gold's Gym SoCal," "Gold's Gym Southern California Group," or "Gold's Gym SoCal Group." Gold's Management is the sole and exclusive franchisee for all Gold's Gym franchise locations – approximately 16 in all – in Southern California, from Santa Barbara to Fullerton. Angel J. Banos (the Chief Executive Officer) and his brother William A. Banos are the company's two and only owners. This letter concerns Gold's Management's activities (as joint employer) with the twelve (12) separate shell corporations Gold's Management set up generally at each of its health club locations to act as the nominal and titular "employer" of employees who report to work at those various locations.

Those separate shell companies – which operate as a single cohesive enterprise with Gold's Management – consist of the following:

No.	Shell Company Name	Gym Location(s)	E-Mail – Common Addresses
1.	Santa Anita Corporate Fitness, Inc.	400 South Baldwin Avenue Arcadia, CA 91007	arcadiagm@goldsgymsocal.com
2.	Anaheim Corporate Fitness, Inc.	10870 Katella Ave. Anaheim, CA 92804	Anaheimgm@Goldsgymsocal.com
3.	Santa Barbara Corporate Fitness, Inc.	<u><b>Goleta</b></u> 6144 Calle Real, Suite 101, Goleta, CA 93117 <u><b>Santa Barbara – Downtown</b></u> 21 W. Carrillo Street, Santa Barbara, CA 93101 <u><b>Santa Barbara – Uptown</b></u> 3908 State Street, Santa Barbara, CA 93105	GoletaGM@goldsgymsb.com SBDowntownGM@goldsgymsb.com SBUptownGM@goldsgymsb.com
4.	Simi Valley Corporate Fitness, Inc.	1357 E. Los Angeles Avenue Simi Valley, CA 93065	simigm@goldsgymsocal.com
5.	Thousand Oaks Corporate Fitness, Inc.	197 North Moorpark Road Thousand Oaks, CA 91360	togm@goldsgymsocal.com
6.	Los Angeles Corporate Fitness, Inc.	<u><b>Hollywood</b></u> 1016 Cole Avenue Hollywood, CA 90038 <u><b>Los Angeles - Downtown</b></u> 735 South Figueroa Street Suite 100 Los Angeles, CA 90017	hollywoodgm@goldsgymsocal.com dtlagm@goldsgymsocal.com nohogm@goldsgymsocal.com

No.	Shell Company Name	Gym Location(s)	E-Mail – Common Addresses
		<b>North Hollywood</b> 6233 Laurel Canyon Blvd. North Hollywood, CA 91606	
7.	Culver City Corporate Fitness, Inc.	6000 Sepulveda Blvd. Culver City, CA 90230	culvergm@goldsgymsocal.com
8.	Fullerton Corporate Fitness, Inc.	1973 W. Malvern Avenue Fullerton, CA 92833	fullertongm@goldsgymsocal.com
9.	West Covina Corporate Fitness, Inc.	502 Plaza Drive West Covina, CA 91790	westcogm@goldsgymsocal.com
10.	Valencia Corporate Fitness, Inc.	24445 Town Center Drive Valencia, CA 91355	valenciagm@goldsgymsocal.com
11.	Santa Ana Corporate Fitness Inc.	1945 E. 17th Street Santa Ana, CA 92705	santagm@goldsgymsocal.com
12.	Montclair Corporate Fitness, Inc.	5150 Moreno Street Montclair, CA 91763	montgm@goldsgymsocal.com

Each of these shell companies share common ownership and control – all tracing back to Gold’s Management and the Banos brothers, as shown in the chart below:

No.	Shell Co. Name	Same Principal Executive Office	Same CEO	Sec’y	CFO	Directors
1.	Santa Anita Corporate Fitness, Inc.	19835 Nordhoff St. Building 1A, Unit B Northridge, CA	A. Banos	W. Banos	W. Banos	A. Banos
2.	Anaheim Corporate Fitness, Inc.	Same	Same	A. Banos	A. Banos	A. Banos W. Banos
3.	Santa Barbara Corporate Fitness, Inc.	Same	Same	A. Banos	A. Banos	A. Banos W. Banos
4.	Simi Valley Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
5.	Thousand Oaks Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
6.	Los Angeles Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
7.	Culver City Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
8.	Fullerton Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
9.	West Covina Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
10.	Valencia Corporate Fitness, Inc.	Same	Same	A. Banos	A. Banos	A. Banos
11.	Santa Ana Corporate Fitness Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos
12.	Montclair Corporate Fitness, Inc.	Same	Same	W. Banos	W. Banos	A. Banos W. Banos

Steve Sweener, who is Gold’s Management’s Operations Vice President, is also the agent for service of process for each health club shell entity.

Gold's Management owns and exercises pervasive control of each of the locations, including without limitation control over the wages, hours and working conditions of each health club location. Gold's Management, together with each shell company corresponding to the separate physical locations, operates as a single enterprise. Gold's Management owns the website URL - <http://www.goldsgym.com/socal/> that refers to itself as "Gold's Gym Southern California," and lists all of the 16 health club locations as part of Gold's Gym Southern California. The Gold's Gym Southern California website refers to personal trainers at each location as "our personal trainers." It also operates a Twitter account, Facebook account, and a LinkedIn page for all of the gym locations as a single enterprise. It recruits and hires in part through Gold's Management and its website. All employees from all of the locations are trained at Gold's Management's Northridge Headquarters or Fullerton in a common training program. It employs a regional or "district" manager named Cesar Martinez to supervise operations at each location. It utilizes centralized IT, HR, payroll and legal services. It prepared the employee handbook used at each location. Gold's Management has the authority to dictate all major decisions that affect employees at each location. The manager of each location reports to and is supervised by Gold's Management.

Gold's Management, together with Santa Anita Corporate Fitness, Inc., were joint employers of Mr. Klipfel as defined by Industrial Welfare Commission Wage Orders 2-2001 ¶ 2(F); *see also Castaneda v. The Ensign Group, Inc.*, 229 Cal. App. 4<sup>th</sup> 1015 (2014).

**For purposes of this letter Gold's Gym shall mean Gym Management (as joint employer) of all current or former employees who are or were nominally employed by any one or more of the twelve (12) shell companies listed in the above two charts.** As set forth above, Mr. Klipfel seeks to bring on behalf of himself, the State of California as well as on behalf of a group of current and former Gold's Gym's aggrieved employees nominally employed by any of the twelve companies. Upon information and belief, the labor code violations listed herein are occurring at Gold's Gym and at each health club location listed above.

\* \* \*

### **LABOR CODE VIOLATIONS**

#### **I.**

#### **UNLAWFUL FAILURE TO PAY MINIMUM WAGE FOR ALL HOURS WORKED**

Gold's Gym failed to compensate its personal trainers and other aggrieved employees an amount equal to or greater than minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, and 1197.1 and Industrial Welfare Commission Wage Orders 2-2001 ¶ 4.

Paragraph 4(B) of the Wage Orders provides that all employers must "pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the pay period, whether the remuneration is measured by time, piece, commission, or otherwise."

**A. Gold's Gym Failed To Pay Personal Trainers For Serviced Sessions.**

Gold's Gym fails to pay wages earned for all personal training sessions serviced by a personal trainer.

Gold's Gym's customers typically pay for personal training sessions before the personal training services are provided, usually by purchasing a personal training "package" consisting of numerous pre-paid training sessions. Customers then book personal training sessions with a selected Gold's Gym personal trainer through the cloud-based health club management software called DataTrak. When the customer shows up for their personal training session, a scan of their fingerprint is taken, and the personal training session that the customer scheduled is used or "burned" (using the vernacular of Gold's Gym). If a fingerprint scan is not taken for a completed personal training session, management can nonetheless manually "burn" the session. This is important because a session needs to be "burned" in the DataTrak software in order for the Gold's Gym personal trainer to be paid for the completed session. Here, Gold's Gym failed to "burn" personal training sessions completed by personal trainers, resulting in Gold's Gym failure to pay personal trainers for time they worked. In addition, Gold's Gym failure to "burn" sessions resulted in a lost revenue split with the personal trainer for the serviced session.

Also, Gold's Gym's management has also been known to change personal trainers' time in the Data Trak software and Paylocity once a session was serviced and "burned" to reflect that the employee did not work that time. The employee was not paid for the time worked and also did not receive the agreed upon revenue split.

**B. Gold's Gym Failed To Pay Personal Trainers For No-Shows.**

Furthermore, Gold's Gym fails to pay personal trainers for the required fifteen (15) minutes of time spent waiting for a client to show up when the client was a no-show. Even if a customer does not show up for a scheduled personal training session, Gold's Gym's personal trainers are required to wait for the customer for at least fifteen minutes. After a client is deemed a "no show," employees' hours were occasionally changed in the timekeeping computer system by management to no longer reflect the fifteen (15) minutes an employee spent on the clock waiting to work resulting in false and fraudulent record keeping practices. This is straight-up wage theft. Gold's Gym failure to pay personal trainers for the time they waited for "no shows" could affect overtime wages, meal breaks, and rest periods resulting in additional violations of the California Labor Code and Industrial Welfare Commission Orders.

**C. Gold's Gym "Time Rounding" For All Employees Always Favored The House In Violation Of The Labor Code**

Gold's Gym has a uniform policy of paying hourly employees based on rounded time, rather than the actual time the employee worked or was on stand-by to work. Thus, if an employee clocks in seven (7) minutes before a shift, the employee will not be paid for the seven minutes. But if an employee clocks in eight minutes before a scheduled shift, they will be paid for fifteen (15) minutes. Standing alone, this is not per-se improper, but Gold's Gym's time rounding illegally violated the Labor Code because Gold's Gym had a policy that the time rounding was always supposed to round in favor of Gold's Gym, and against the employee. Specifically, Gold's Gym had a policy that employees could not clock in more than seven (7) minutes before the scheduled start of a shift, and could not clock out more than seven (7) minutes after the end of a scheduled



shift. Thus, under Gold's Gym's policy, Gold's Gym always wins the rounding game, and the employee always loses. And, apart from whether there was "actual" loss, Gold's Gym's policy subjected employees to Labor Code violations because "rounding" time when the "rounding" always benefits the employer is a form of wage theft.

The forgoing policies and/or practices resulted in personal trainers and other aggrieved employees not being compensated for all time worked. As a result of violations of California Labor Code §§ 1194, 1197, and 1197.1 and Industrial Welfare Commission Wage Orders 2-2001 for failure to pay minimum wage, Gold's Gym is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

## II.

### **UNLAWFUL FAILURE TO PAY REPORTING TIME PAY**

Gold's Gym has failed compensate Gold's Gym's personal trainers reporting time pay as required by the Industrial Welfare Commission Wage Orders 2-2001 ¶ 5(B) which states, "If an employee is required to report to work for a second time in any one workday and is furnished with less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage."

Gold's Gym's personal trainers were often scheduled for a second and, sometimes, even third work shift in a workday. Quite often, the employee was called back to service a single personal training session with a clock-in time of one (1) hour. When this occurred, Gold's Gym did not pay the employee the mandatory two hour minimum as required by the Wage Orders.

Therefore, Gold's Gym has violated the Industrial Welfare Commission Wage Orders 2-2001 and California Labor Code § 1198 and is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

## III.

### **UNLAWFUL FAILURE TO PAY CONTRACTUAL WAGES**

Gold's Gym has an agreement with its personal trainers to pay a revenue split in addition to their hourly wage for all personal training sessions serviced. The percentage of the revenue split depends upon which Personal Training Tier (Coach, Specialist 1, Specialist 2, or Elite) the employee is placed into based upon performance. Mr. Klipfel was in the Specialist 1 tier entitling him to a seventeen/eighty-three percent (17/83%) revenue split with Gold's Gym for the total revenue Gold's Gym received for each session serviced.

California Labor Code § 223 states, "Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract." Upon information and belief, Gold's Gym has failed to maintain its revenue split policy by shorting its personal trainers a portion of the monies owing to them from the split.

Therefore, Gold's Gym has violated California Labor Code § 223 and is liable to civil penalties pursuant to California Labor Code § 225.5.

IV.

**UNLAWFUL FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS**

Gold's Gym has failed to provide its personal trainers and other aggrieved employees with off-duty meal periods as required by California law. Mr. Klipfel and others similarly aggrieved often worked in excess of five (5) hours per shift without being provided at least a half hour meal period in which they were relieved of all duties, as required by California Labor Code §§ 226.7 and 512 and Industrial Welfare Commission Wage Orders 2-2001 ¶ 11(A). Gold's Gym failed to pay the missed meal break premium as required by California Labor Code § 226.7(b) and Wage Orders 2-2001 ¶ 11(B). As a result of the violations to California Labor Code §§ 226.7 and 512 and Industrial Welfare Commission Wage Orders 2-2001, Gold's Gym is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

V.

**UNLAWFUL FAILURE TO PROVIDE OFF-DUTY REST PERIODS**

Gold's Gym has failed to provide its personal trainers and other aggrieved employees with off-duty rest periods as required by California law. Mr. Klipfel and others similarly aggrieved regularly worked in excess of four (4) hours during a workday without being provided at least a ten (10) minute rest in which they were relieved of all duties, as required by California Labor Code §§ 226.7 and 512 and Industrial Welfare Commission Wage Orders 2-2001 ¶ 12(A). Gold's Gym failed to pay the missed rest break premium as required by California Labor Code § 226.7(b). As a result of the violations to California Labor Code §§ 226.7 and 512 and Industrial Welfare Commission Wage Orders 2-2001, Gold's Gym is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

VI.

**UNLAWFUL FAILURE TO PAY WAGES DUE UPON TERMINATION**

Upon information and belief, Gold's Gym has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to former Gold's Gym's personal trainers at the time the employment was terminated or within seventy-two (72) hours after the employee quit.

Although Mr. Klipfel's final paycheck was given to him immediately upon termination, it did not include payment for time worked servicing two personal training sessions on his final two days of employment, missed meal and rest break premiums, reporting time pay, or the commissions earned and all of the revenue split for all training sessions serviced owing to him at the time. He received a check to cover some commissions on January 25, 2017 and a check on February 10, 2017 for \$6.50 for an unspecified reason, but has yet to receive any further compensation for the other monies owed to him.

Due to the willful violation of the statutory requirements set in the California Labor Code §§ 201, 202, and 203, Mr. Klipfel and other aggrieved employees are entitled to recover up to thirty (30) days of wages. Furthermore, Gold's Gym is liable for civil penalties pursuant to California Labor Code § 2898 *et seq.*

## VII.

### **UNLAWFUL FAILURE TO REIMBURSE EXPENSES**

#### **A. Gold's Gym Failed To Reimburse Employees For Cellular Telephones They Were Required To Use For Work**

Beginning on November 1, 2016, Gold's Gym began reimbursing its personal trainers one dollar (\$1.00) per pay period for their cellular telephone bill, even though they are required to use their cellular telephones and even though a \$1.00 reimbursement per paycheck is wholly inadequate. By means of example, comparable gyms pay \$5.00 or more per pay period. Even worse, prior to November 1, 2016, Gold's Gym had utterly no employee cellular telephone reimbursement policy. By starting this policy of reimbursement, Gold's Gym obviously recognized and implicitly admitted that a cellular telephone was and had always been a business expense for their personal trainers and other employees. It was necessary for the personal trainers to use their personal cell phones to periodically check their ever-changing schedules and to be available to their clients via text messaging and telephone calls. Moreover, Gold's Gym management expressly encouraged, and sometimes instructed employees, including personal trainers, to send text messages to prospective training session customers.

#### **B. Gold's Gym Failed To Reimburse Employees For Mileage**

Gold's Gym fails to reimburse its employees for mileage to and from mandatory new employee training sessions held in Fullerton, California in or around July 2016. On information and belief, Gold's Gym failed to pay Mr. Klipfel for mileage expenses from Arcadia to Fullerton for training sessions over the course of four days.

As a result of the foregoing (cell phone and mileage) violations of California Labor Code § 2802, Gold's Gym is liable for civil penalties pursuant to California Labor Code §§ 558, 2802, and 2698 *et seq.*

## VIII.

### **FAILURE TO PROVIDE SUFFICIENT UNIFORMS**

#### **A. Gold's Gym Required Employees To Purchase Uniforms**

Gold's Gym has a policy of requiring its employees to buy special t-shirts for company promotions. By means of example, and not limitation, in October of 2016, Mr. Klipfel and similarly aggrieved employees were required to buy a Gold's Gym tee shirt with a Gold's Gym logo and a slogan, "Press for the Chest," written on the front of the t-shirt in honor of National Breast Cancer Awareness Month. The tee shirts cost \$8.00 each, which is a significant monetary expenditure for employees who earn at or near minimum wage. Employees were also told that the t-shirts were mandatory for a group photograph and to wear throughout the month of October to facilitate sales of Gold's Gym Breast Cancer Awareness merchandise to its patrons and clients.

**B. Gold's Gym Failed To Provide An Adequate Number Of Uniforms To Personal Trainers**

Pursuant to Industrial Wage Commission Wage Orders 2-2001 ¶ 9, "When uniforms are required by the employer to be worn by the employee as a condition of the employment, such uniforms shall be provided and maintained by the employer." Gold's Gym requires its personal trainers wear a specific gold and black shirt with its company logo on it while training clients and to wear a red shirt with its logo on it when working on the floor of Gold's Gym after electing to continue to work when a client was a no-show for a training session. Mr. Klipfel was provided one (1) gold and black shirt and one (1) red shirt upon being hired and was told that he could purchase additional shirts for \$30 (thirty dollars) each. Mr. Klipfel and other similarly aggrieved personal trainers worked up to and including six (6) consecutive days per week often for long time periods each day. Needless to say, shirts used by personal trainers can become smelly after extended use. Because the red shirt is seldom worn, one black shirt was not enough to cover an entire six-day, extended hour workweek subjecting employees to an illegal requirement to purchase additional uniform shirts to be able to show up for their shift in a clean uniform.

Therefore, Gold's Gym has violated the Industrial Welfare Commission Wage Orders 2-2001 and California Labor Code § 1198 and is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

**IX.**

**FAILURE TO KEEP ACCURATE PAYROLL RECORDS AND/OR PROVIDE REQUESTED PAYROLL RECORDS**

When Mr. Klipfel sent a written request to Gold's Gym after his termination for copies of his payroll records pursuant to California Labor Code § 226(b), he received documentation for all pay periods except one. There were several follow-up requests to Gold's Gym to remedy the omission. It has now been eighty-two (82) days since Mr. Klipfel's termination, and he has not been provided with complete payroll records, in a timely fashion, as required by law.

Gold's Gym failure to provide Mr. Klipfel and other similarly aggrieved employees with complete payroll records is either a violation of California Labor Code § 226(c) for not complying with the request for records within twenty-one (21) days or a violation of California Labor Code § 1174(d) for failure to maintain the payroll records. If Gold's Gym is in violation of California Labor Code 226(c), it does not constitute a violation of California Labor Code § 2698 *et seq.* If Gold's Gym violated California Labor Code § 1174(d), it is liable for civil penalties pursuant to California Labor Code § 1174.5.

**X.**

**FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

Pursuant to California Labor Code § 226(a), an employer must provide an accurate, itemized wage statement in writing showing, among other things: (1) gross wages earned; (2) total hours worked by the employee; and (3) net wages earned.

Gold's Gym failed to pay Mr. Klipfel and similarly aggrieved employees all meal and rest premiums, reporting time pay for the two (2) hour minimum required for the second shift in a workday, and pay for the time the employee's working hours were

rounded down or changed to not reflect the fifteen (15) minute mandatory waiting period for a client who was a no-show. Also, there was a failure to pay the entirety of the revenue split between Gold's Gym and its personal trainers.

The wage statements are inaccurate, and Gold's Gym is in violation of California Labor Code § 226(a) and is liable for civil penalties pursuant to California Labor Code § 226.3.

**CONCLUSION**

Gold's Gym has violated or caused to be violated numerous California wage and hour laws. Mr. Klipfel respectfully requests that the California Labor & Workforce Development Agency investigate the allegations listed above.

Respectfully submitted,

VICK LAW GROUP, APC



Scott Vick

Cc: Amended LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/128>  
Mr. Sweener via USPS Certified Mail # 7016 2710 0000 6152 7038 (Gym Mgt.)  
Mr. Sweener via USPS Certified Mail # 7016 2710 0000 6152 7038 (Santa Anita)  
Mr. Angel Banos via USPS Certified Mail # 7016 2710 0000 6152 7052  
Mr. William Banos via USPS Certified Mail # 7016 2710 0000 6152 7045

# **EXHIBIT F**

**VICK LAW GROUP**  
A PROFESSIONAL CORPORATION

301 N. LAKE AVENUE, SUITE 1000  
PASADENA, CALIFORNIA 91101

WWW.VICKLAWGROUP.COM  
TELEPHONE (213) 784-6225  
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Nate Klipfel

Email:

Invoice Date: July 19, 2022  
Invoice Number: Pre-bill  
**Invoice Amount: \$491,402.23**

**Matter: Gold's Gym**

Date	Task	Timekeeper	Hours	Rate	Amount
1/24/2017	Revise and finalize letters to Gold's re: demand for employment records and document preservation.	Scott Vick	.40	\$495.00	\$198.00
2/17/2017	Meet with client; research similar cases and relevant labor laws and code; review production of documents from Santa Anita Corporate fitness.	April Paton	3.90	\$125.00	\$487.50
2/21/2017	Review documents; attention to preparation of chronology.	April Paton	2.60	\$125.00	\$325.00
2/22/2017	Revise letter to Santa Anita Corporate Fitness' attorney.	April Paton	.20	\$125.00	\$25.00
2/23/2017	Prepare chart of client's sessions serviced and burned; attention to chronology.	April Paton	2.10	\$125.00	\$262.50
2/24/2017	Research PAGA claims and violations; research similar PAGA cases; research violated labor codes.	April Paton	4.70	\$125.00	\$587.50
2/28/2017	Continue research to support our claims of violations of labor code.	April Paton	1.70	\$125.00	\$212.50
3/1/2017	Research labor cases; labor laws, PAGA violations, and how to submit a notice of labor code violations.	April Paton	3.90	\$125.00	\$487.50
3/2/2017	Confer with April Paton re: facts supporting	Scott Vick	.30	\$495.00	\$148.50

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	claims; follow up correspondence with opposing counsel re: need for them to produce remaining documents required under Labor Code.				
3/3/2017	Meet with Scott Vick to determine work plan; create work plan for Catherine Kim.	April Paton	1.10	\$125.00	\$137.50
3/6/2017	Prepare client documents for file; Scan, breakdown and organize client documents including initial employment documents and client workout notebooks; Breakdown and save notebook contents in daily chronology format.	Catherine Kim	6.30	\$425.00	\$2,677.50
3/6/2017	Prepare assignment for Catherine Kim re: client's hardcopies of files; meet with Catherine Kim re: same.	April Paton	.60	\$125.00	\$75.00
3/7/2017	Document management of client's workout notebooks to deconstruct and prepare individual daily files.	Catherine Kim	4.70	\$425.00	\$1,997.50
3/9/2017	Continue preparation of Daily Workout Log.	Catherine Kim	4.60	\$425.00	\$1,955.00
3/14/2017	Research and begin preparing PAGA notice.	April Paton	2.30	\$125.00	\$287.50
3/16/2017	Further prepare PAGA notice.	April Paton	3.20	\$125.00	\$400.00
3/17/2017	Attention to preparation of PAGA notice.	April Paton	1.10	\$125.00	\$137.50
3/20/2017	More research on PAGA violations; finish draft of notice.	April Paton	2.10	\$125.00	\$262.50
3/21/2017	Revise PAGA letter; add additional violations.	April Paton	3.10	\$125.00	\$387.50
3/22/2017	Research additional Labor Code violations; add to draft of notice; finalize second draft.	April Paton	3.60	\$125.00	\$450.00
3/23/2017	Edit PAGA notice.	April Paton	3.10	\$125.00	\$387.50
3/27/2017	Research additional labor code and wage orders violations and penalties; add three sections of violations to the notice.	April Paton	2.30	\$125.00	\$287.50
3/28/2017	Edit PAGA notice and prepare for filing.	April Paton	1.90	\$125.00	\$237.50
3/29/2017	Revise and finalize PAGA letter.	Scott Vick	1.30	\$495.00	\$643.50



<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
3/29/2017	File PAGA claim electronically; prepare copies for certified mail.	April Paton	1.90	\$125.00	\$237.50
4/7/2017	Paga letter revision.	Scott Vick	.60	\$495.00	\$297.00
4/10/2017	Finalize Amended PAGA letter; research re: corporate entities affiliated with Gym Management.	Scott Vick	4.00	\$495.00	\$1,980.00
4/11/2017	Research and draft outline of strategy to obtain evidence.	Scott Vick	5.00	\$495.00	\$2,475.00
4/12/2017	Draft issue modules.	Scott Vick	.80	\$495.00	\$396.00
6/6/2017	Prepare Civil Case Cover Sheet, Civil Case Cover Sheet Addendum and Summons for service with Complaint.	Catherine Kim	.90	\$425.00	\$382.50
6/7/2017	Further prepare summons and attachment for complaint and update civil case cover sheet and addendum.	Catherine Kim	.40	\$425.00	\$170.00
6/8/2017	Draft complaint.	April Paton	1.90	\$150.00	\$285.00
6/8/2017	Attention to drafting complaint.	April Paton	1.10	\$150.00	\$165.00
6/9/2017	Prepare chart of allegations, code violations, and civil penalties.	April Paton	1.50	\$150.00	\$225.00
6/13/2017	Attention to drafting complaint.	April Paton	3.40	\$150.00	\$510.00
6/14/2017	Draft complaint; research similar cases.	April Paton	4.40	\$150.00	\$660.00
6/15/2017	Edit complaint.	Scott Vick	2.60	\$495.00	\$1,287.00
6/15/2017	Revise Complaint; add Scott Vick's edits.	April Paton	3.40	\$150.00	\$510.00
6/16/2017	Revise complaint; draft discovery outline and discovery.	Scott Vick	4.90	\$495.00	\$2,425.50
6/16/2017	Edit and revise complaint, civil cover sheet, and summons.	April Paton	7.40	\$150.00	\$1,110.00
6/19/2017	Finalize complaint and first papers; file in person.	April Paton	1.40	\$150.00	\$210.00
6/21/2017	File Complaint with LWDA.	April Paton	.40	\$150.00	\$60.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
6/21/2017	Attention to copies of complaint and summonses to be served on defendants; call with process server.	April Paton	.40	\$150.00	\$60.00
6/28/2017	Attention to preparing a discovery plan; meet with Scott Vick re: same.	April Paton	3.10	\$150.00	\$465.00
6/29/2017	Further preparation of the discovery plan.	April Paton	2.40	\$150.00	\$360.00
6/30/2017	Begin preparation of individual shells for requests for admission, requests for documents, special interrogatories and form interrogatories to each defendant.	Catherine Kim	1.90	\$425.00	\$807.50
6/30/2017	Attention to preparation of discovery plan.	April Paton	2.30	\$150.00	\$345.00
7/3/2017	Follow up with April re: discovery requests to be prepared; follow up re: MSA research with Catherine Kim.	Scott Vick	.60	\$495.00	\$297.00
7/3/2017	Prepare form interrogatories to each defendant; Research issues re filing of multiple summary adjudication motions; Prepare shells for motion for summary adjudication of issues, memorandum of points and authorities, request for judicial notice, declarations of counsel and plaintiff, separate statement and appendix of exhibits; Prepare separate declarations for additional discovery to propound additional Requests for Admission.	Catherine Kim	4.20	\$425.00	\$1,785.00
7/10/2017	Attention to preparation of discovery plan.	April Paton	2.10	\$150.00	\$315.00
7/12/2017	Correspondence with April Paton re: additional discovery ideas for preparation of discovery requests on opposing counsel.	Scott Vick	.30	\$495.00	\$148.50
7/12/2017	Attention to discovery plan preparation.	April Paton	1.90	\$150.00	\$285.00
7/14/2017	Further preparation of discovery plan.	April Paton	2.30	\$150.00	\$345.00
7/17/2017	Attention to further preparation of a discovery plan.	April Paton	1.90	\$150.00	\$285.00
7/18/2017	Look for information on defendants; search social media and internet for key facts; attention to discovery plan.	April Paton	2.70	\$150.00	\$405.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
7/19/2017	Attention to preparation of discovery requests.	April Paton	2.80	\$150.00	\$420.00
7/24/2017	Correspondence with process server re: proofs of service.	April Paton	.20	\$150.00	\$30.00
7/25/2017	Attention to research re: parent company liability; draft additional discovery ideas for evidence ISO motion for summary adjudication.	Scott Vick	1.80	\$495.00	\$891.00
7/25/2017	Research serving an out-of-state subpoena; take screenshots of defendants' websites and social media accounts.	April Paton	2.30	\$150.00	\$345.00
7/26/2017	Additional research and draft discovery, outline motion for summary adjudication; Corr's re depositions	Scott Vick	7.60	\$495.00	\$3,762.00
7/26/2017	Add additional requests and ideas to discovery plan; meet with Scott Vick re: same.	April Paton	4.90	\$150.00	\$735.00
7/27/2017	Finalize discovery plan chart to give to Scott Vick for review and preparation of the requests.	April Paton	3.70	\$150.00	\$555.00
7/28/2017	Draft deposition outline for Apryl Villamil (HR Director), research re: new PAGA case on discovery of contact information of aggrieved employees and other personal data; continue to revise and refine written document requests to Gym Management Services, Inc.	Scott Vick	7.90	\$495.00	\$3,910.50
7/28/2017	Prepare chart of key documents with excerpts from documents to prove parent company liability; search for key documents through documents received from client and Defendants; search internet for articles, etcetera; several meetings with Scott Vick re: discovery request preparation and key documents.	April Paton	7.10	\$150.00	\$1,065.00
7/30/2017	attention to research re recent case on cell phone reimbursement.	Scott Vick	.40	\$495.00	\$198.00
7/31/2017	Finalize requests for production to Gym Management Services, Santa Anita Corporate Fitness, Angel Banos, William Banos; revise and finalize special interrogatories to A. Banos and Gym Management; attention to form interrogatories; confer with opposing counsel re:	Scott Vick	3.50	\$495.00	\$1,732.50

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	service by email.				
7/31/2017	Prepare requests for production of documents and form interrogatories for all defendants; prepare proof of service; finalize and serve all discovery requests - set one.	April Paton	3.20	\$150.00	\$480.00
8/3/2017	Correspondence with opposing counsel re: mail service of documents including the responsive pleading today; and document discovery issues.	Scott Vick	.20	\$495.00	\$99.00
8/3/2017	correspondence with opc re email discovery harvesting, protective order, and Deposition scheduling. follow up with discovery vendor; review receipt of demurrers and research re: same.	Scott Vick	3.70	\$495.00	\$1,831.50
8/4/2017	Research and draft opposition to demurrers filed by Angel and William Banos.	Scott Vick	7.50	\$495.00	\$3,712.50
8/4/2017	Create chart of Labor Code cites from Complaint, violations, and specific labor codes.	April Paton	.80	\$150.00	\$120.00
8/7/2017	Prepare deposition notices for two of the Human Resources employees.	April Paton	.20	\$150.00	\$30.00
8/8/2017	Research and draft demurrer opposition; call with Maryam Malaki re: deposition scheduling, answers of corporate defendants, and related issues.	Scott Vick	3.20	\$495.00	\$1,584.00
8/8/2017	Attention to preparation of Opposition to Demurrer; add cites from Complaint; find case law cites to add to demurrer.	April Paton	3.20	\$150.00	\$480.00
8/9/2017	Continue work on Demurrer opposition.	Scott Vick	2.00	\$495.00	\$990.00
8/10/2017	Finalize demurrer and further legal research re: same.	Scott Vick	3.80	\$495.00	\$1,881.00
8/10/2017	Edit and format our opposition to their demurrer; prepare Table of Contents and Table of Authorities; add cites to opposition.	April Paton	2.60	\$150.00	\$390.00
8/11/2017	Attention to notice of related case.	Scott Vick	.20	\$495.00	\$99.00
8/11/2017	Call with client; prepare Notice of Related Case	April Paton	1.60	\$150.00	\$240.00

Date	Task	Timekeeper	Hours	Rate	Amount
	and Proof of Service; file and serve same.				
8/14/2017	Email to opposing counsel re: scheduling a call to discuss depositions.	Scott Vick	.10	\$495.00	\$49.50
8/14/2017	Review client notes and documents.	April Paton	1.20	\$150.00	\$180.00
8/15/2017	Correspondence with opposing counsel and counsel in related case re setting deposition of Gold's Gym's HR folks; call with counsel in related case.	Scott Vick	.90	\$495.00	\$445.50
8/16/2017	Review receipt of answers and affirmative defenses to complaint. Brief research re: demurrers to answers.	Scott Vick	.50	\$495.00	\$247.50
8/17/2017	Draft and finalize meet and confer letter to opposing counsel re: demurrer to answer; confer with April Paton re: demurrer to answers and formatting same with table of affirmative defenses and reasons why they are improperly asserted.	Scott Vick	1.80	\$495.00	\$891.00
8/17/2017	Prepare demurrer to answers; create chart for deficiencies in affirmative defenses; research the plethora of affirmative defenses used by Defendants; research rules re: demurrers.	April Paton	5.60	\$150.00	\$840.00
8/18/2017	Further draft demurrer and chart re: affirmative defenses.	April Paton	3.70	\$150.00	\$555.00
8/21/2017	Research re: affirmative defenses to PAGA claims contained in the answers of the corporate defendants in preparation for call with opposing counsel and demurrer to answer.	Scott Vick	1.60	\$495.00	\$792.00
8/22/2017	Prep for call with opposing counsel re: the inadequacy of the affirmative defenses to the complaint set forth in the answers for the two corporate defendants; call with opposing counsel.	Scott Vick	2.40	\$495.00	\$1,188.00
8/22/2017	Research striking affirmative defenses and why certain defenses are not applicable to Labor Code violations.	April Paton	1.10	\$150.00	\$165.00
8/23/2017	Prepare deficiency chart re: Defendants'	April Paton	3.20	\$150.00	\$480.00

Date	Task	Timekeeper	Hours	Rate	Amount
	affirmative defenses with case law supporting each deficiency; research applicable case law.				
8/24/2017	Attention to editing chart showing that 65 affirmative defenses asserted by the corporate defendants (each) were improperly asserted under relevant case law and statutes.	Scott Vick	.30	\$495.00	\$148.50
8/24/2017	Attention to further preparation of chart of deficiencies in the affirmative defenses for presentation to opposing counsel; research other PAGA and Labor Code violation cases for cites.	April Paton	4.10	\$150.00	\$615.00
8/29/2017	Revise chart of reasons why affirmative defenses fail and forward to opposing counsel.	Scott Vick	.50	\$495.00	\$247.50
8/29/2017	Follow up with opposing counsel re: deposition scheduling for Chelsea Banos.	Scott Vick	.20	\$495.00	\$99.00
8/29/2017	Revise and serve deposition notices.	April Paton	.40	\$150.00	\$60.00
8/30/2017	Draft deposition notice of April Villamil and Chelsea Banos.	April Paton	.40	\$150.00	\$60.00
8/31/2017	Draft ABC Financial subpoena; research local rules for issuance of foreign subpoena.	April Paton	1.40	\$150.00	\$210.00
9/6/2017	Follow up with opposing counsel re: (1) filing of their amended answers and (2) deposition scheduling for Chelsea Banos. Attention to court order declining notice of related case as to the Jones case involving Simi Valley Fitness. Attention to drafting Exhibit "3" to subpoenas to Paylocity and DataTrak.	Scott Vick	2.10	\$495.00	\$1,039.50
9/6/2017	Prepare Paylocity subpoena and Notice of Deposition Subpoena; correspondence with process server.	April Paton	1.30	\$150.00	\$195.00
9/7/2017	Correspondence with opposing counsel re: revised answer.	Scott Vick	.10	\$495.00	\$49.50
9/11/2017	Follow up with Counsel for Jones re: settlement in that case; correspondence with opposing counsel (Steve A) re: deposition scheduling for Chelsea Banos; finalize and approve notice of ruling re: related case.	Scott Vick	.40	\$495.00	\$198.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
9/11/2017	Review corporate defendants reply brief in support of their demurrer to complaint.	Scott Vick	.50	\$495.00	\$247.50
9/12/2017	Correspondence with opposing counsel re: scheduling a meet and confer for the CMC statement as required.	Scott Vick	.20	\$495.00	\$99.00
9/13/2017	Draft ABC Financial subpoena; revise and finalize.	April Paton	1.50	\$150.00	\$225.00
9/14/2017	Prepare for CMC meet and confer by reviewing factors in rules of court and court's CMC scheduling order; follow up with opposing counsel re: time for meet and confer via phone and email; correspondence with opposing counsel re: scheduling the deposition of Apryl Villamil and Chelsea Banos; review court's tentative; confer with opposing counsel regarding same; finalize subpoena to ABC financial.	Scott Vick	2.30	\$495.00	\$1,138.50
9/14/2017	Finalize notice of subpoena and serve; numerous correspondences with Arizona court; prepare package for Arizona court to issue subpoena.	April Paton	1.90	\$150.00	\$285.00
9/15/2017	Correspondence to opposing counsel re: scheduling meet and confer for CMC; draft special interrogatories for set two; prepare for meet and confer.	Scott Vick	1.30	\$495.00	\$643.50
9/15/2017	Review discovery requests.	April Paton	.40	\$150.00	\$60.00
9/18/2017	Confer with April re: setting up meet and confer letter re: Defendants' responses and objections to Plaintiff's discovery request; edit set two of written discovery (interrogatories; draft and finalize letter to opposing counsel requesting insurance information per meet and confer (Rule of Court 3.727) in connection with CMC; revise second set of special interrogatories; revise second set of requests for production of documents.	Scott Vick	1.80	\$495.00	\$891.00
9/18/2017	Prepare discovery requests to GMS (RFPs Set 2, Special Roggs - Set 2).	April Paton	1.20	\$150.00	\$180.00

Date	Task	Timekeeper	Hours	Rate	Amount
9/21/2017	Correspondence with opposing counsel re: date on which they will file promised amended answers to complaint; research and revise meet and confer letters with respect to 10 sets of discovery; attention to drafting motions to compel and supporting papers.	Scott Vick	3.90	\$495.00	\$1,930.50
9/21/2017	Review Defendants' discovery responses; draft meet and confer letter re; discovery responses; research relevant case law.	April Paton	3.80	\$150.00	\$570.00
9/25/2017	Review receipt of subpoena issued by Arizona; prepare documents for service.	April Paton	.80	\$150.00	\$120.00
9/27/2017	Draft responses to requests for production.	April Paton	1.70	\$150.00	\$255.00
9/28/2017	Correspondence with opposing counsel re: filing of their amended answer chart, demurrer, and meet and confer re: defendants boilerplate objections; confer with A. Paton re: responses and objections to Defendants' document requests.	Scott Vick	.80	\$495.00	\$396.00
9/28/2017	Draft discovery responses (RFPs).	April Paton	3.40	\$150.00	\$510.00
9/29/2017	Prepare responses to requests for production.	April Paton	1.30	\$150.00	\$195.00
10/2/2017	Draft and revise meet and confer response letter relating to the form interrogatory responses, special interrogatory responses, and document request responses of defendants Angel Banos, William Banos, and Gym Management Services, Inc.; research re: same; confer with April re: outline and drafting of motion to compel re: same.	Scott Vick	4.60	\$495.00	\$2,277.00
10/2/2017	Draft motion to compel GMS RFPs (Set One) and memorandum of points and authorities.	April Paton	3.10	\$150.00	\$465.00
10/3/2017	Draft requests for production (set 2) directed to Angel Banos, William Banos; revise and finalize meet and confer response letter; review court's orders re: informal discovery dispute resolution; follow up with opposing counsel re: call; follow up with client re: deposition availability; follow up with opposing counsel re: dates on which	Scott Vick	4.80	\$495.00	\$2,376.00



<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	Plaintiff can be made available for deposition.				
10/3/2017	Finalize RFPs (set 2); draft separate statement ISO Motion to compel GMS RFPs responses.	April Paton	2.70	\$150.00	\$405.00
10/4/2017	Prepare notice of motion for summary adjudication; draft motion to compel and separate statement.	April Paton	2.90	\$150.00	\$435.00
10/4/2017	Attention to preparation of subpoenas and discovery requests.	April Paton	3.20	\$150.00	\$480.00
10/5/2017	Attention to factual research re: Gold's Gym affiliation with Press the Chest charity and attention to discovery requests (subpoena) re: same; attention to subpoena for bank accounts; attention to subpoena to Santa Anita mall; follow up with opposing counsel re: informal discovery conference.	Scott Vick	4.20	\$495.00	\$2,079.00
10/5/2017	Prepare subpoenas to Wells Fargo, Mission Valley Bank, and Santa Anita Westfield Mall, prepare notices of subpoena and proofs of service; begin organizing key documents for requests for admission; correspondence with opposing counsel.	April Paton	3.70	\$150.00	\$555.00
10/5/2017	Prepare subpoenas for Mission Valley Bank, Wells Fargo, and Westfield Santa Anita Mall.	April Paton	1.30	\$150.00	\$195.00
10/6/2017	Prepare RFA (both substantive and for genuineness) and research re: same to ensure that RFAs follow factors in Castaneda v. The Ensign Group.	Scott Vick	5.40	\$495.00	\$2,673.00
10/6/2017	Prepare subpoena for Blaze PR; prepare Notice of subpoena; analyze Paylocity data; research how to get out-of-state subpoena issued in Texas.	April Paton	2.60	\$150.00	\$390.00
10/6/2017	Prepare subpoenas for Blaze PR and National Breast Cancer Foundation.	April Paton	.60	\$150.00	\$90.00
10/7/2017	Draft RFA's to Gym Management.	Scott Vick	4.90	\$495.00	\$2,425.50
10/9/2017	Draft and revise new substantive RFAs to Defendant Santa Anita Corporate Fitness;	Scott Vick	7.90	\$495.00	\$3,910.50

Date	Task	Timekeeper	Hours	Rate	Amount
	finalize same; revise and finalize RFAs to Defendant Gym Management and Angel Banos (Set Two) re: Castaneda v. Ensign "parent liability" factors; follow up with opposing counsel re: outstanding and open issues; numerous emails exchanged with opposing counsel.				
10/10/2017	Prepare new RFA's for Santa Anita Corporate Fitness (Set One) and meet and confer letter with respect to their responses and objections to Plaintiff's document requests.	Scott Vick	3.00	\$495.00	\$1,485.00
10/10/2017	Prepare and file Notice of Continuance of Hearing.	April Paton	.30	\$150.00	\$45.00
10/11/2017	Draft response to opposing counsel's lengthy meet and confer letter dated October 10, 2017.	Scott Vick	2.90	\$495.00	\$1,435.50
10/11/2017	Review lengthy meet and confer letter from Defendants dated October 10, 2017 and follow up meet and confer letter dated October 11, 2017 and draft lengthy response to same; factual and legal research re: same; correspondence with opposing counsel re: amending the complaint; review receipt of demurrer of Angel and William Banos to the Complaint.	Scott Vick	6.80	\$495.00	\$3,366.00
10/16/2017	Correspondence with counsel for ABC regarding production of documents; correspondence with opposing counsel re: Plaintiff's W-2; draft lengthy meet and confer letter re: Plaintiff's discovery requests to Defendant Santa Anita Corporate Fitness.	Scott Vick	3.00	\$495.00	\$1,485.00
10/17/2017	Correspondence to opposing counsel; draft and revise opposition to ex parte application; attention to motion to amend complaint; correspondence with opposing counsel re: ex parte; research re: same; draft and revise lengthy (30+ page) meet and confer letter re: Plaintiff's document requests to Defendant SACF.	Scott Vick	9.20	\$495.00	\$4,554.00
10/18/2017	Revise ex parte opposition; attention to confirming objections that correspond to RFP requests for lengthy meet and confer letter; Attention to form dogs 17.1 issuance; prepare	Scott Vick	8.70	\$495.00	\$4,306.50

Date	Task	Timekeeper	Hours	Rate	Amount
	chart of Castaneda factors vs. specific discovery requests to Defendants; attention to revising demurrer opposition brief; draft and revise motion to compel further response and production of documents from GMS.				
10/18/2017	Draft motions to compel requests for production and form interrogatories, separate statements, and Scott Vick declarations.	April Paton	3.70	\$150.00	\$555.00
10/19/2017	Draft, revise and finalize lengthy meet and confer letter to opposing counsel re: GMS's responses and objections to Plaintiff's Special Interrogatories (Set Two); revise and finalize opposition to Defendants' ex parte; review their extensive filing; prepare for hearing re: same.	Scott Vick	4.50	\$495.00	\$2,227.50
10/19/2017	Draft motions to compel requests for production and form interrogatories, separate statements, and Scott Vick declarations.	April Paton	6.30	\$150.00	\$945.00
10/20/2017	Travel to and attend Ex Parte Hearing on Defendants' request for a protective order; follow up with opposing counsel re: amended answer; work on the following motions to compel GMS: (1) RFPs (set one); (2) form rogs; (3) special rogs (set one and set two).	Scott Vick	11.40	\$495.00	\$5,643.00
10/20/2017	Draft Motion to Compel Special Interrogatories (Set One), separate statement, and declaration of Scott Vick.	April Paton	2.10	\$150.00	\$315.00
10/21/2017	Research and draft proposed Belaire-West notice to aggrieved employees; draft motion to compel GMS to further respond to Special Rogs (Set One) and Special Rogs (Set Two): further legal research re: same; assemble factual documents supporting motions to be used as exhibits; preparation of declarations, separate statements, and proposed order re: same.	Scott Vick	10.75	\$495.00	\$5,321.25
10/23/2017	Finalize demurrer opposition; finalize motions to compel form rogs; special rogs (set one); and special rogs (set 2) with supporting separate statements, declarations with numerous exhibits, Belaire West privacy notice, and proposed orders.	Scott Vick	4.90	\$495.00	\$2,425.50

Date	Task	Timekeeper	Hours	Rate	Amount
10/23/2017	Attention to preparation of Motion to Compel Form interrogatories (Set One); add table of contents and table of authorities; add cites to motion; prepare Scott Vick declaration and exhibits; prepare proposed order; edit Opposition to Demurrer; add TOC and TOA; finalize opposition.	April Paton	6.70	\$150.00	\$1,005.00
10/24/2017	Prepare for deposition of April Villamil including pulling exhibits for same.	Scott Vick	9.50	\$495.00	\$4,702.50
10/24/2017	Prepare exhibits for April Villamil deposition; prepare index of exhibits; attention to preparation of Motion to Compel Special Interrogatories (Set One); prepare Scott Vick declaration; add cites to motion; prepare proposed order re: Belaire-West notice and proposed protective order.	April Paton	7.10	\$150.00	\$1,065.00
10/25/2017	Prepare for and take deposition of Apryl Villamil; research motion to compel and for sanctions against opposing counsel for obstructing deposition of Ms. Villamil; review rough deposition transcript; research on issues re: motion to compel and discovery interference by opposing counsel; draft meet and confer letter re: same.	Scott Vick	12.50	\$495.00	\$6,187.50
10/25/2017	Prepare exhibits for April Villamil and Chelsea Banos depositions.	April Paton	1.90	\$150.00	\$285.00
10/26/2017	Attention to preparation of motion to compel and supporting documents.	April Paton	6.10	\$150.00	\$915.00
10/27/2017	Preparer Form Interrogatory responses; edit and finalize Motion to Compel GMS Special Interrogatories; add table of contents and table of authorities; edit Scott Vick declaration; add cites to motion.	April Paton	5.70	\$150.00	\$855.00
10/28/2017	Continue work on motion for sanctions and to compel re: deposition of Apryl Villamil; research re: same; review of deposition transcript re: same.	Scott Vick	8.50	\$495.00	\$4,207.50
10/28/2017	Edit Motion to Compel April Villamil	April Paton	.60	\$150.00	\$90.00

Date	Task	Timekeeper	Hours	Rate	Amount
	deposition.				
10/29/2017	Draft Motion to Compel April Villamil, add table of contents and table of authorities; prepare proposed order, declaration of Scott Vick; add cites to motion.	April Paton	2.80	\$150.00	\$420.00
10/30/2017	Edit, revise and finalize motion to compel production of RFPs (Set One) and related papers; numerous correspondence with opposing counsel re: motions to compel; carefully review and outline opposition to Defendants' motion for a protective order; begin drafting opposition to motion for protective order.	Scott Vick	10.60	\$495.00	\$5,247.00
10/30/2017	Finish Motion to Compel April Villamil, Motion to Compel Requests for Production - GMS (Set One); add table of contents; prepare Scott Vick declaration, proposed order, and proof of service; review and finalize motions; assemble motions for filing.	April Paton	5.50	\$150.00	\$825.00
10/31/2017	Prepare motion to compel special interrogatories (set 2), Scott Vick Declaration, and Separate Statement.	April Paton	4.20	\$150.00	\$630.00
11/1/2017	Edit and file notice of errata; correspondence with opposing counsel.	April Paton	.50	\$150.00	\$75.00
11/2/2017	Attention to tentative for demurrer; prepare opposition to defendants' motion for a protective order; review and edit Nate's discovery objections.	Scott Vick	5.50	\$495.00	\$2,722.50
11/2/2017	Edit discovery responses.	April Paton	.70	\$150.00	\$105.00
11/3/2017	Prepare for and attend demurrer hearing; revise and finalize opposition to motion for a protective order; finalize Plaintiff's discovery responses; review chart provided by Defendants regarding their 66 affirmative defenses.	Scott Vick	8.90	\$495.00	\$4,405.50
11/3/2017	Draft opposition to Motion for a Protective Order; add table of contents and table of authorities; prepare Scott Vick Declaration; prepare exhibits and proof of service.	April Paton	3.70	\$150.00	\$555.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
11/4/2017	Correspondence with opposing counsel re: accepting service of summons and complaint against new defendants; work on amending complaint and research re: same; review current CMC statement and amend same; review and finalize discovery responses.	Scott Vick	6.50	\$495.00	\$3,217.50
11/4/2017	Prepare verifications for client to sign; edit discovery responses; finalize responses and prepare proof of service.	April Paton	2.20	\$150.00	\$330.00
11/6/2017	Continue researching and drafting First Amended Complaint; amend Case Management Conference Statement.	Scott Vick	10.60	\$495.00	\$5,247.00
11/7/2017	Research requirements for "causing" a violation under analogous federal securities laws as part of amending the complaint to allege "causing" violations by the Banos Brothers; continue edits to amend complaint.	Scott Vick	4.90	\$495.00	\$2,425.50
11/8/2017	Continue drafting First Amended Complaint.	Scott Vick	7.90	\$495.00	\$3,910.50
11/8/2017	File Doe Amendments; prepare Request for Judicial Notice with exhibits and Proof of Service; prepare hearing binders; harvest client e-mails responsive to documents requests.	April Paton	2.80	\$150.00	\$420.00
11/9/2017	Finalize First Amended Complaint.	Scott Vick	3.90	\$495.00	\$1,930.50
11/9/2017	Finish harvesting client e-mails responsive to document requests; prepare documents for production; edit, format, and finalize FAC; prepare Proof of Service.	April Paton	2.60	\$150.00	\$390.00
11/10/2017	Draft, edit, and finalize Meet and Confer letters (Requests for Production - Set Two and Three); draft Supplemental Request for Judicial Notice.	April Paton	3.70	\$150.00	\$555.00
11/14/2017	Draft Notice of Consolidated Hearing Date and Proof of Service.	April Paton	.60	\$150.00	\$90.00
11/14/2017	Prepare Supplemental Request for Judicial Notice; serve on opposing counsel; prepare courtesy copy for the Court; call with clerk to consolidate the dates.	April Paton	1.20	\$150.00	\$180.00

Date	Task	Timekeeper	Hours	Rate	Amount
11/16/2017	Prepare for meet and confer with opposing counsel; meet and confer with opposing counsel; review draft meet and confer letters regarding Angel Banos responses and objections to RFA's.	Scott Vick	3.80	\$495.00	\$1,881.00
11/18/2017	Revise Joint Statement; email to opposing counsel re: same; review underlying discovery requests re: same; prepare for CMC conference on Monday.	Scott Vick	.90	\$495.00	\$445.50
11/20/2017	Prepare for CMC and informal discovery conference; attend CMC; letter re: discovery to opposing counsel; prepare notice of ruling; follow up with opposing counsel re: the motion for a protective order they have supposedly filed with respect to Apryl Villamil set for 12/27; attention to service of doe defendants; draft letter to opposing counsel re: discovery.	Scott Vick	7.70	\$495.00	\$3,811.50
11/21/2017	Continue drafting letter to opposing counsel re: documents that we need in discovery per recommendation from Judge Linfield.	Scott Vick	2.50	\$495.00	\$1,237.50
11/22/2017	Continue drafting letter to opposing counsel re: documents we need.	Scott Vick	1.60	\$495.00	\$792.00
11/28/2017	Draft meet and confer letter re: requests for admission - set 2.	April Paton	2.80	\$150.00	\$420.00
12/4/2017	Prepare for and call with opposing counsel and attention to meet and confer letters.	Scott Vick	1.80	\$495.00	\$891.00
12/4/2017	Prepare meet and confer letter re: SACF's responses to Requests for Admission - Set One.	April Paton	1.60	\$150.00	\$240.00
12/6/2017	Revise and finalize m/c letter to opposing counsel; follow up with opposing counsel re: acceptance of service of summons and complaint on new defendants.	Scott Vick	1.90	\$495.00	\$940.50
12/10/2017	Research, draft, revise and finalize response letter to opposing counsel re: attempt to resolve discovery disputes.	Scott Vick	2.90	\$495.00	\$1,435.50
12/11/2017	Beginning drafting replies for four Motions to Compel.	April Paton	1.10	\$150.00	\$165.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
12/12/2017	Draft reply briefs in support of four motions to compel.	Scott Vick	8.00	\$495.00	\$3,960.00
12/13/2017	Attention to deadlines for demurrer opposition; follow up with opposing counsel re: status of GMS and SACF's answer to FAC.	Scott Vick	.40	\$495.00	\$198.00
12/13/2017	Prepare meet and confer letter re" Requests for Admission.	April Paton	2.80	\$150.00	\$420.00
12/14/2017	Draft, revise and finalize reply brief ISO motion to compel RFPs from GMS.	Scott Vick	3.50	\$495.00	\$1,732.50
12/15/2017	Prepare Meet and Confer letter re: Request for Admission (Angel Banos - Set Two and GMS - Set One); finalize all four reply briefs for filing.	April Paton	3.50	\$150.00	\$525.00
12/18/2017	Finalize correspondence withdrawing subpoenas and forward to opposing counsel with request re: Blaze PR and Westfield.	Scott Vick	.40	\$495.00	\$198.00
12/18/2017	Prepare courtesy copies of motions and supporting documents for the judge.	April Paton	1.50	\$150.00	\$225.00
12/18/2017	Prepare withdrawals of subpoenas to banks (Wells Fargo and Mission Valley).	April Paton	.60	\$150.00	\$90.00
12/21/2017	Review tentative order on 4 motions to compel (Form Rogs, Special Rogs, RFPs, and deposition of Apryl Villamil), prepare for hearing and review hearing binders.	Scott Vick	1.50	\$495.00	\$742.50
12/21/2017	Prepare binders of all documents for four Motion to Compel hearings.	April Paton	1.80	\$150.00	\$270.00
12/22/2017	Prepare for and attend hearing on four of Plaintiff's motions to compel: (1) Form Rogs, (2) Special Rogs; (3) RFPs, and (4) motion for sanctions and to compel testimony; follow up meet and confer (numerous emails) with opposing counsel re: their potential motion for a protective order as to Blaze PR; draft lengthy meet and confer letter; review file for extension of time; numerous emails and communications with opposing counsel.	Scott Vick	4.80	\$495.00	\$2,376.00



<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
1/2/2018	Prepare Notice Re: Continuance of Hearing and Proof of Service; file and serve same.	April Paton	.90	\$150.00	\$135.00
1/2/2018	Research re: legislative history in connection with interpreting section 558,1 in connection with opposition to demurrer.	Scott Vick	.90	\$495.00	\$445.50
1/3/2018	Attention to Stipulation and Protective Order	April Paton	.20	\$150.00	\$30.00
1/3/2018	Numerous emails with opposing counsel re: meeting and conferring and discussing outstanding discovery issues.	Scott Vick	.70	\$495.00	\$346.50
1/4/2018	Confer with opposing counsel re: informal discovery conference and meet and confer re: same; numerous emails re: same; prepare section of joint statement.	Scott Vick	1.90	\$495.00	\$940.50
1/5/2018	Finalize plaintiff's section of joint statement re: informal discovery conference; prepare for and attend informal discovery conference; correspondence with opposing counsel.	Scott Vick	3.00	\$495.00	\$1,485.00
1/8/2018	Review and finalize stipulation re: confidentiality designations; return for signature to opposing counsel; draft opposition to demurrer.	Scott Vick	4.50	\$495.00	\$2,227.50
1/9/2018	Correspondence with opposing counsel re: supplemental discovery responses and motion to compel deadlines.	Scott Vick	.30	\$495.00	\$148.50
1/10/2018	Attention to review of Protective Order filed today and related correspondence.	Scott Vick	.30	\$495.00	\$148.50
1/11/2018	Review document production from Blaze PR.	April Paton	1.20	\$150.00	\$180.00
1/11/2018	Continue working on opposition to demurrer; correspondence with third parties (ABC, Westfield, and Blaze) re: subpoenas; confer with April Paton re: documents produced by Blaze.	Scott Vick	5.90	\$495.00	\$2,920.50
1/12/2018	Meet and confer with opposing counsel re: amending complaint; revise and finalize opposition to demurrer; follow up with opposing counsel re: their meeting and conferring on their demurrer to the FAC on behalf of the individual	Scott Vick	3.80	\$495.00	\$1,881.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	gyms; correspondence with opposing counsel re: finalizing the Belaire-West notice.				
1/12/2018	Edit and finalize Demurrer opposition; review Blaze PR production for key documents; break production up into chronological documents.	April Paton	3.70	\$150.00	\$555.00
1/16/2018	Finalize demurrer opposition and proof of service; prepare courtesy copy; serve opposing counsel.	April Paton	.50	\$150.00	\$75.00
1/16/2018	Attention to subpoena to third party and correspondence with opposing counsel re: meeting and conferring in advance of demurrer, discussion of identity of consultant hired by Gold's, and deadlines.	Scott Vick	.40	\$495.00	\$198.00
1/16/2018	Edit and finalize subpoena to Windfarm Marketing; arrange service of process.	April Paton	.40	\$150.00	\$60.00
1/17/2018	Call with opposing counsel re: demurrer.	Scott Vick	.50	\$495.00	\$247.50
1/18/2018	Attention to subpoena to consultant for Gold's Gym.	Scott Vick	.40	\$495.00	\$198.00
1/18/2018	Prepare subpoenas for BMC3 for documents and deposition; prepare Notices of Subpoenas and Proof of Service; telephone call with process server; serve opposing counsel.	April Paton	1.60	\$150.00	\$240.00
1/19/2018	Correspondence to opposing counsel re: scheduling informal discovery conference with Judge Linfield re: dispute regarding Belaire-West notice; call with Bill McBride re: subpoena and his deposition testimony; attention to setting up and working on opposition to demurrer filed by individual gyms; attention to preparing notice of motion and motion to amend; forward .wav file of YouTube video of Angel Banos to court reporter for transcription.	Scott Vick	4.90	\$495.00	\$2,425.50
1/22/2018	Confer with opposing counsel re: deposition dates.	Scott Vick	.20	\$495.00	\$99.00
1/23/2018	Prepare for and attend informal discovery conference; draft joint statement re: same.	Scott Vick	3.50	\$495.00	\$1,732.50

Date	Task	Timekeeper	Hours	Rate	Amount
1/24/2018	Draft opposition to demurrer; research re: same; correspondence with opposing counsel re: documents just added as "confidential" and "highly confidential": confer with April re: tee'ing up motion to amend complaint.	Scott Vick	3.90	\$495.00	\$1,930.50
1/29/2018	Review opposing counsel's reply brief in support of their demurrer.	Scott Vick	.50	\$495.00	\$247.50
1/30/2018	Correspondence to Westfield re: production of documents; correspondence to opposing counsel re: explanation for their redaction of third party documents.	Scott Vick	.40	\$495.00	\$198.00
1/31/2018	Attention to preparation of chart of oppositions to Defendants' confidential designations.	April Paton	2.10	\$150.00	\$315.00
2/2/2018	Prepare for and attend hearing on Banos Brothers demurrer to FAC; correspondence with opposing counsel re: production of documents by ABC and Westfield (still needs to be produced).	Scott Vick	3.80	\$495.00	\$1,881.00
2/2/2018	Finish chart of objections to confidentiality designations; finalize and serve letter.	April Paton	2.20	\$150.00	\$330.00
2/5/2018	Correspondence with opposing counsel re: potential stipulation re: subpoenas to third parties; follow up re: depositions and production for BMC3 and also dates for Gold's employee depositions in March.	Scott Vick	.80	\$495.00	\$396.00
2/6/2018	Draft and revise opposition to demurrer filed by Doe Defendants; follow up with opposing counsel re: stipulation related to subpoenas to two third parties that are pending; revise notice of deposition.	Scott Vick	4.50	\$495.00	\$2,227.50
2/7/2018	Continue working on demurrer opposition.	Scott Vick	4.50	\$495.00	\$2,227.50
2/7/2018	Prepare Notice of Continuance of Demurrer Hearing and Proof of Service; file and serve.	April Paton	.90	\$150.00	\$135.00
2/8/2018	Continue working on demurrer opposition; legal research re: same.	Scott Vick	4.50	\$495.00	\$2,227.50

Date	Task	Timekeeper	Hours	Rate	Amount
2/9/2018	Review receipt of documents (redacted) produced by ABC financial; further work on demurrer opposition re: demurrer of Doe Defendants; attention to Belaire West notice; follow up with parties subpoenaed to postpone production.	Scott Vick	3.70	\$495.00	\$1,831.50
2/13/2018	Follow up with opposing counsel re: document production.	Scott Vick	.20	\$495.00	\$99.00
2/14/2018	Finalize opposition to demurrer.	Scott Vick	3.60	\$495.00	\$1,782.00
2/14/2018	Edit and finalize demurrer opposition and Scott Vick's declaration; add Table of Contents and Table of Authorities; prepare and serve courtesy copies to Court and opposing counsel.	April Paton	2.60	\$150.00	\$390.00
2/14/2018	Draft Scott Vick Declaration in support of demurrer opposition.	April Paton	.20	\$150.00	\$30.00
2/15/2018	Attention to and review of Gold's document production; follow up with opposing counsel re: same; follow up with Nate re status.	Scott Vick	1.80	\$495.00	\$891.00
2/16/2018	Attention to BCM3 deposition scheduling; follow up with opposing counsel re: dates for depositions of Gold's personnel, and status of their document production.	Scott Vick	.30	\$495.00	\$148.50
2/16/2018	Begin document review.	April Paton	.40	\$150.00	\$60.00
2/26/2018	Review tentative ruling on Doe Defendants' demurrer; correspondence with opposing counsel.	Scott Vick	.50	\$495.00	\$247.50
2/27/2018	Prepare for hearing on demurrer; review defendants' reply brief.	Scott Vick	.90	\$495.00	\$445.50
2/28/2018	Prepare for and attend hearing on demurrer; follow up with opposing counsel on structure of trial.	Scott Vick	2.40	\$495.00	\$1,188.00
3/2/2018	Review production of documents from Westfield; follow up with counsel for Westfield with meet and confer letter re: overzealous redactions.	Scott Vick	1.20	\$495.00	\$594.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
3/5/2018	Confer with Windfarm and opposing counsel re: narrowing scope of subpoena; attention to mediation.	Scott Vick	.50	\$495.00	\$247.50
3/9/2018	Correspondence with opposing counsel re: wind farm subpoena; follow up with opposing counsel re: mediation issues and information essential to ensure productive mediation.	Scott Vick	.70	\$495.00	\$346.50
3/12/2018	Correspondence with opposing counsel re: mediation logistics, pre-mediation facts and discovery, settlement forms to agree to, etc.	Scott Vick	.90	\$495.00	\$445.50
3/13/2018	Confer with Opposing Counsel re: mediator, and mediation issues.	Scott Vick	.40	\$495.00	\$198.00
3/14/2018	Finish review of BMC3 production.	April Paton	.50	\$150.00	\$75.00
3/19/2018	Communications with opposing counsel re: mediation; research re: settlement issues.	Scott Vick	1.00	\$495.00	\$495.00
3/22/2018	Research re: settlement issues.	Scott Vick	1.70	\$495.00	\$841.50
3/26/2018	Follow up with opposing counsel re: joint report that is due today; draft section of joint statement for plaintiff.	Scott Vick	.70	\$495.00	\$346.50
3/26/2018	Finalize joint statement re: trial.	April Paton	.50	\$150.00	\$75.00
3/29/2018	Communications with JAMS coordinator.	April Paton	.20	\$150.00	\$30.00
4/2/2018	Prepare for and attend trial setting conference.	Scott Vick	2.00	\$495.00	\$990.00
4/3/2018	Prepare chart to calculate penalties and data for core metrics needed to prepare for mediation; correspondence with opposing counsel re: same.	Scott Vick	1.70	\$495.00	\$841.50
4/5/2018	Follow up with opposing counsel re: documents attached to writ for which they sought judicial notice; follow up re: information needed and mediation; attention to mediation brief.	Scott Vick	1.90	\$495.00	\$940.50
4/6/2018	Communications with opposing counsel re: metrics needed for mediation; call with opposing counsel.	Scott Vick	2.00	\$495.00	\$990.00
4/25/2018	Attention to Amended Discovery Responses	April Paton	2.20	\$150.00	\$330.00

Date	Task	Timekeeper	Hours	Rate	Amount
	from Defendants.				
4/30/2018	Meet and confer with opposing counsel re: discovery responses.	Scott Vick	.50	\$495.00	\$247.50
4/30/2018	Attention to Defendants' Amended Discovery Responses.	April Paton	.80	\$150.00	\$120.00
5/10/2018	Call to opposing counsel re: discovery, and confer with A. Paton re: confidentiality designations opposing counsel's production and letter challenging to be drafted by her, and discussion of documents produced.	Scott Vick	.90	\$495.00	\$445.50
5/11/2018	Prepare meet and confer letter regarding confidentiality designations.	April Paton	.80	\$150.00	\$120.00
5/14/2018	Review numerous discovery responses from Defendants; draft meet and confer letters re: same; correspondence with opposing counsel numerous times re: email; calls with Maryam several times; review portions of production by Defendants. Attention to finalizing letter challenging confidentiality designations.	Scott Vick	6.90	\$495.00	\$3,415.50
5/14/2018	Prepare chart re: objections to confidential designations; edit letter: same; email opposing counsel.	April Paton	1.80	\$150.00	\$270.00
5/15/2018	Draft additional meet and confer letters to opposing counsel; follow up with opposing counsel re: verifications to discovery; follow up with opposing counsel re: status of filing of answers by all defendants to FAC.	Scott Vick	3.80	\$495.00	\$1,881.00
5/15/2018	Draft meet and confer letters; edit letters.	April Paton	1.50	\$150.00	\$225.00
5/16/2018	Draft new set of RFPs to GMS; draft and finalize meet and confer letter re GMS responses to Form Rog 15.1; draft meet and confer letter re: Defendants' failure to produce privilege log; draft motion to amend complaint; attention to and revision of demurrer to Doe Defendants' answer; Draft and finalize meet and confer letter re: demurrer to answer. Revise and finalize PMK deposition notice; correspondence with opposing counsel on multiple issues; order,	Scott Vick	7.20	\$495.00	\$3,564.00

Date	Task	Timekeeper	Hours	Rate	Amount
	review and analyze transcript from December 22, 2017 hearing on Plaintiff's motions to compel.				
5/16/2018	Draft proposed Second Amended Complaint; draft demurrer to Does' Answer; draft depo notice for PMK of GMS; finalize motion to amend.	April Paton	3.60	\$150.00	\$540.00
5/17/2018	Correspondence with opposing counsel; attention to briefs; draft discovery requests to gyms; revise Belaire-west notice; review lengthy letters from opposing counsel.	Scott Vick	5.80	\$495.00	\$2,871.00
5/17/2018	Revise demurrer.	April Paton	1.10	\$150.00	\$165.00
5/17/2018	Prepare motion to amend and supporting documents for service.	April Paton	1.90	\$150.00	\$285.00
5/21/2018	Multiple correspondences with opposing counsel.	Scott Vick	1.00	\$495.00	\$495.00
5/22/2018	Multiple correspondences with opposing counsel.	Scott Vick	1.80	\$495.00	\$891.00
5/23/2018	Attention to preparation of ex parte application; communication with opposing counsel.	Scott Vick	1.00	\$495.00	\$495.00
5/23/2018	Prepare ex parte application for order to shorten time on hearing; edit Demurrers; prepare Scott Vick declaration, proposed order, and proof of service for ex parte; edit Demurrers and prepare declaration for Scott Vick.	April Paton	4.10	\$150.00	\$615.00
5/24/2018	Attention to finalizing Demurrers to Answer and first papers for new complaint.	April Paton	2.20	\$150.00	\$330.00
5/31/2018	Prepare, file, and serve Notices of Related Case.	April Paton	1.00	\$150.00	\$150.00
6/18/2018	Review and revise reply in support of demurrer to answer; correspondence with opposing counsel re: discovery of gyms.	Scott Vick	2.90	\$495.00	\$1,435.50
6/18/2018	Draft reply brief; finalize, file and serve.	April Paton	4.20	\$195.00	\$819.00
6/19/2018	Review discovery responses.	April Paton	.80	\$195.00	\$156.00
6/25/2018	Meet and confer w/ opposing counsel re: ex	Scott Vick	.30	\$495.00	\$148.50

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
	parte hearing.				
6/29/2018	Draft and research ex parte opposition to Defendants' ex parte to set aside order allowing amendment of complaint and for Defendants' proposed language on Belaire notice. Attend hearing, meet and confer with opposing counsel.	Scott Vick	6.50	\$495.00	\$3,217.50
6/29/2018	Attention to Opposition to Ex Parte application; finalize; calls with Scott Vick re: rounding; call with opposing counsel re: same; research for opposition brief.	April Paton	2.70	\$195.00	\$526.50
7/2/2018	Work on appellate opposition brief re: 558.1.	Scott Vick	9.50	\$495.00	\$4,702.50
7/2/2018	Print cases cited by opposing counsel; research form for opposition; research local rules.	April Paton	1.80	\$195.00	\$351.00
7/3/2018	Edit and format opposition brief; prepare cover page; find applicable labor code sections.	April Paton	1.50	\$195.00	\$292.50
7/6/2018	Draft and research re: appellate opposition brief.	Scott Vick	9.60	\$495.00	\$4,752.00
7/9/2018	Draft and continue research on opposition to Banos Brothers writ petition.	Scott Vick	10.60	\$495.00	\$5,247.00
7/9/2018	Add Table of Contents to opposition brief.	April Paton	.70	\$195.00	\$136.50
7/11/2018	Work on appellate brief; review and revise stipulation regarding relation back doctrine for plaintiff's second amended complaint.	Scott Vick	10.70	\$495.00	\$5,296.50
7/13/2018	Draft motion to compel form interrogatories propounded to GMS.	Scott Vick	3.20	\$495.00	\$1,584.00
7/16/2018	Draft motion to compel RFP's Set 5 to GMS; correspondence with opposing counsel re: discovery due; attention to calendaring and tasks; prepare motion to compel form interrogatory responses from GMS (set one); and RFPs to GMS (set one).	Scott Vick	12.90	\$495.00	\$6,385.50
7/16/2018	Draft four motions to compel, declarations, proposed orders, and separate statements; prepare exhibits.	April Paton	10.50	\$195.00	\$2,047.50
7/17/2018	Draft discovery motions.	Scott Vick	11.80	\$495.00	\$5,841.00



Date	Task	Timekeeper	Hours	Rate	Amount
7/17/2018	Draft and finalize four motions to compel, declarations, proposed orders, and separate statements; finalize exhibits.	April Paton	7.20	\$195.00	\$1,404.00
7/18/2018	Draft new notice of PMK deposition and notice of individual depositions; draft ex parte; send ex parte notice; draft opposition to defendants' Belaire motion; research and investigation and calls with former employees.	Scott Vick	9.40	\$495.00	\$4,653.00
7/18/2018	Prepare courtesy copies for four motions to compel.	April Paton	1.00	\$195.00	\$195.00
7/19/2018	Draft opposition to belaire motion; draft ex parte notice; draft ex parte; legal and factual research.	Scott Vick	8.90	\$495.00	\$4,405.50
7/19/2018	Draft opposition to Defendants' motion for ruling on Belaire-West Notice; finalize and file.	April Paton	1.80	\$195.00	\$351.00
7/20/2018	Prepare for ex parte (4:30 am); correspondence with opposing counsel re: stipulation re: same; prepare stipulation; numerous emails with opposing counsel; draft set six of RFPs to GMS, draft three sets of special interrogatories to the individual gyms, and finalize and serve same; review "trust" documents produced by opposing counsel and confer with them re: same. Numerous attempts to resolve discovery disputes and to follow up on deleted documents; follow up with confidential witness re: same.	Scott Vick	13.90	\$495.00	\$6,880.50
7/22/2018	Draft ex parte application, Scott Vick declaration, and proposed order; draft and finalize corrected notice of motion for GMS requests for production - set 5.	April Paton	2.10	\$195.00	\$409.50
7/23/2018	Revise and finalize ex parte application; prepare for and attend hearing on ex parte application; draft notice of ruling of ex parte application re: preservation of evidence; prepare agenda for meet and confer meeting with opposing counsel on Thursday; finalize and serve special interrogatories to individual gyms (set three).	Scott Vick	7.70	\$495.00	\$3,811.50
7/23/2018	Prepare Notice of Court Order, file, and serve.	April Paton	.60	\$195.00	\$117.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
7/23/2018	Finalize ex parte documents.	April Paton	.50	\$195.00	\$97.50
7/24/2018	Attention to preparation of notice of consolidated hearing date; prepare for meeting with opposing counsel.	Scott Vick	1.00	\$495.00	\$495.00
7/24/2018	Draft, finalize, file, and serve Notice of a Consolidated Hearing Date.	April Paton	.70	\$195.00	\$136.50
7/25/2018	Prepare for meeting with opposing counsel re: meet and confer on a broad range of discovery issues; review receipt of Defendants' reply brief re: Belaire West notice, and research re: same.	Scott Vick	1.50	\$495.00	\$742.50
7/26/2018	Prepare for and meet with Al de la Cruz and Brandon McKelvey; follow up research re: Troester v. Starbucks decision; correspondence with opposing counsel re: deadlines.	Scott Vick	5.80	\$495.00	\$2,871.00
7/31/2018	Revise and finalized appellate opposition brief.	Scott Vick	8.30	\$495.00	\$4,108.50
7/31/2018	Edit and format appellate opposition,; prepare TOC, TOA, POS, Certificate of Word Count; add cites to brief; edit and finalize all documents; file and serve.	April Paton	5.60	\$195.00	\$1,092.00
8/1/2018	Prepare for and attend hearing on Belaire and stipulation.	Scott Vick	2.10	\$495.00	\$1,039.50
9/17/2018	Review data set for mediation.	Scott Vick	3.00	\$495.00	\$1,485.00
9/17/2018	Prepare dismissal for Simi Valley case; file SAC and dismissal; serve.	April Paton	1.50	\$195.00	\$292.50
9/20/2018	Work on mediation brief and research.	Scott Vick	7.20	\$495.00	\$3,564.00
9/20/2018	Prepare mo;eage analysis chart.	April Paton	.90	\$195.00	\$175.50
9/26/2018	Attention to preparation of mediation brief	April Paton	2.10	\$195.00	\$409.50
9/27/2018	Work on mediation brief.	Scott Vick	6.70	\$495.00	\$3,316.50
9/28/2018	Data analysis and drafting of mediation brief.	Scott Vick	9.60	\$495.00	\$4,752.00
10/2/2018	Prepare for mediation; call with Judge Sabrow; meet with client; travel to San Jose.	Scott Vick	5.30	\$495.00	\$2,623.50

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
10/3/2018	Prepare for mediation; attend mediation.	Scott Vick	9.00	\$495.00	\$4,455.00
10/8/2018	Prepare and send supplemental mediation submission; research Lawson and supreme court review re: same.	Scott Vick	1.50	\$495.00	\$742.50
10/17/2018	Continue drafting punchiest for discovery meet and confer.	Scott Vick	2.70	\$495.00	\$1,336.50
10/30/2018	Draft discovery checklist.	Scott Vick	1.50	\$495.00	\$742.50
12/4/2018	lengthy checklist re: discovery prepared and sent to opposing counsel re: attempt to resolve disputes; numerous emails re Belaire-West notice, depositions, and pending discovery requests to multitude of defendants; review of documents and motions to compel in preparation for same.	Scott Vick	5.40	\$495.00	\$2,673.00
12/5/2018	Follow up with opposing counsel re: discovery issues.	Scott Vick	.20	\$495.00	\$99.00
12/10/2018	Review receipt of email from opposing counsel and respond to same; attention to calendaring issues.	Scott Vick	.20	\$495.00	\$99.00
12/21/2018	Prepare for call with opposing counsel re: discovery.	Scott Vick	.90	\$495.00	\$445.50
1/3/2019	Follow up with opposing counsel re: meeting with tech guys.	Scott Vick	.20	\$495.00	\$99.00
1/23/2019	Draft Notice of Depositions.	April Paton	.80	\$195.00	\$156.00
1/24/2019	Attention to finalizing notice of deposition; subpoenas; email to opposing counsel I(AI and Brandon) re: meeting and issues; voice message for Brandon; call with AI re: trial prep and progress we need to see after conducting lengthy meet and confer sessions.	Scott Vick	1.10	\$495.00	\$544.50
1/24/2019	Draft Notice of Depositions.	April Paton	1.10	\$195.00	\$214.50
1/29/2019	Revise and finalize m/c letter re: outstanding discovery.	Scott Vick	.40	\$495.00	\$198.00
1/30/2019	Attention to subpoenas to deposition witnesses;	Scott Vick	2.40	\$495.00	\$1,188.00

Date	Task	Timekeeper	Hours	Rate	Amount
	correspondence with opposing counsel re: discovery and informal conference with the judge; follow up with court clerk; attention to ex parte re: status conference.				
1/30/2019	Prepare 26 deposition subpoenas with document requests for GMS employees.	April Paton	3.40	\$195.00	\$663.00
1/30/2019	Draft ex parte application.	April Paton	1.20	\$195.00	\$234.00
1/31/2019	Draft, revise and finalize ex parte application for immediate status conference, and related papers; email notice to opposing counsel re: same; collect and prepare documents for tomorrow's hearing; draft and send meet and confer correspondence to opposing counsel re: Plaintiff's intent to file motion for issue, evidence, and terminating sanctions, outline brief re: same.	Scott Vick	2.60	\$495.00	\$1,287.00
1/31/2019	Edit ex parte application, draft declaration and proposed order, finalize and file all documents.	April Paton	1.10	\$195.00	\$214.50
2/1/2019	Locate and review San Nicolas pleadings.	April Paton	1.90	\$195.00	\$370.50
2/4/2019	Work on brief for ex parte, factual research re: same, go to LASC downtown court to obtain copy of FAC.	Scott Vick	6.50	\$495.00	\$3,217.50
2/4/2019	Draft San Nicolas ex parte application; go to Spring Street Courthouse to pull FAC; assemble exhibits.	April Paton	6.90	\$195.00	\$1,345.50
2/5/2019	Draft, revise, and finalize voluminous ex parte application to intervene in San Nicolas case; revise and finalize opposition to notice of related case; attention to preparing papers for lodging with Judge Linfeld for IDC, prepare materials for Judge Buckley re: ex parte; correspondence to opposing counsel re: joint report; provide notice to opposing counsel re: ex parte.	Scott Vick	3.90	\$495.00	\$1,930.50
2/5/2019	Draft proposed order and Scott Vick declaration for San Nicolas matter expert application; finalize; prepare copies for Court and courtesy copies for judge.	April Paton	4.20	\$195.00	\$819.00

Date	Task	Timekeeper	Hours	Rate	Amount
2/6/2019	Prepare for and attend hearing on ex parte application to intervene in San Nicolas case; prepare for and attend hearing and IDC with Judge Linfield; call company sending out Belaire West notices; follow up email with opposing counsel re: sharing cost for notice; follow up with opposing counsel re: data from mediation as not privileged.	Scott Vick	4.20	\$495.00	\$2,079.00
2/6/2019	Revise and file response to Notice of Related Case.	April Paton	.30	\$195.00	\$58.50
2/7/2019	Draft Notice of Ruling.	April Paton	.30	\$195.00	\$58.50
2/8/2019	Draft, finalized and file Notice of Ruling re: ex parte application.	April Paton	.60	\$195.00	\$117.00
2/11/2019	Correspondence with opposing counsel re: response to notice of related case and follow up on Belaire West notice, and document production.	Scott Vick	.40	\$495.00	\$198.00
2/12/2019	Follow up on Belaire Notice material required to be provided by Defendants.	Scott Vick	.30	\$495.00	\$148.50
2/13/2019	Correspondence with opposing counsel re: Belaire West notice, and related issues; call with court; research re: relation back doctrine w/ respect to opposing counsel argument re: same.	Scott Vick	2.70	\$495.00	\$1,336.50
2/14/2019	Research, draft and finalize Plaintiff's section of Joint Statement for Informal Discovery Conference tomorrow; correspondence with opposing counsel re: same.	Scott Vick	.90	\$495.00	\$445.50
2/15/2019	Prepare for and attend Informal Discovery Conference at Stanley Most before Judge Linfield w/ Al De La Cruz and Steven Amundson; prepare additional exhibit to provide to court and opposing counsel.	Scott Vick	1.50	\$495.00	\$742.50
2/19/2019	Check ruling on notice of related case; follow up with Al de la Cruz, Steven Amundson and Brandon McKelvey re whether they have, as required by the Court, sent contact information to the third party, CAC Services Group, for the	Scott Vick	.30	\$495.00	\$148.50

Date	Task	Timekeeper	Hours	Rate	Amount
	mailing of the Belaire West Notice.				
2/20/2019	Correspondence with CAC Services Group re: Belaire West notice, and correspondence to opposing counsel re: same, as well as issue re: data on the 3200 employees now part of the case.	Scott Vick	.50	\$495.00	\$247.50
2/22/2019	Analyze San Nicolas attorney invoice; create charts of facts and analysis.	April Paton	4.70	\$195.00	\$916.50
2/26/2019	Correspondence with opposing counsel re: status of discovery production and Belaire West notice.	Scott Vick	.30	\$495.00	\$148.50
3/13/2019	Follow up numerous times with court on IDC; correspondence with opposing counsel; draft our section of joint report; draft amended motion for hearing in April.	Scott Vick	4.80	\$525.00	\$2,520.00
3/14/2019	Draft amended motion.	Scott Vick	2.80	\$525.00	\$1,470.00
3/15/2019	Pull prior motion to compel interrogatories and court order as factual basis for IDC statement re: belaire-west notice and whether employees should be given 30 or 60 days to opt out. Work on amended motion.	Scott Vick	3.20	\$525.00	\$1,680.00
3/15/2019	Prepare joint statement and exhibits for submission to the Court.	April Paton	.70	\$195.00	\$136.50
3/18/2019	Prepare for and attend Informal Discovery Conference.	Scott Vick	1.40	\$525.00	\$735.00
3/18/2019	Continue working on Opposition to Settlement Motion.	Scott Vick	5.30	\$525.00	\$2,782.50
3/18/2019	Edit amended ex parte application; add Table of Contents and Table of Authorities; prepare exhibits; finalize for filing.	April Paton	2.20	\$195.00	\$429.00
3/20/2019	Draft opposition to proposed settlement.	Scott Vick	5.90	\$525.00	\$3,097.50
3/20/2019	Research case cites; review key documents and articles re: Gold's Gym SoCal.	April Paton	1.30	\$195.00	\$253.50
3/21/2019	Analyze San Nicolas attorney invoice; prepare chart of fees that are not PAGA related; research cases cited in motion; find cites for opposition	April Paton	4.50	\$195.00	\$877.50

Date	Task	Timekeeper	Hours	Rate	Amount
	brief; prepare chart of Klipfel discovery requests.				
3/22/2019	Draft opposition to settlement.	Scott Vick	4.90	\$525.00	\$2,572.50
3/25/2019	Factual research into settlement approval motion and continue draft opposition re: same (attorneys fee section).	Scott Vick	7.70	\$525.00	\$4,042.50
3/25/2019	Analyze San Nicolas attorney invoice; create charts re: over billing; research cites for brief.	April Paton	3.60	\$195.00	\$702.00
3/26/2019	Correspondence w/ opposing counsel re: data points for Klipfel ordered by the Court; follow up with Ps counsel re: San Nicolas data points; continue drafting and revising opposition to settlement.	Scott Vick	4.60	\$525.00	\$2,415.00
3/26/2019	Prepare exhibits for opposition brief.	April Paton	1.90	\$195.00	\$370.50
3/27/2019	Continue work on opposition brief.	Scott Vick	3.40	\$525.00	\$1,785.00
3/27/2019	Draft Request for Judicial Notice; analyze San Nicolas attorney invoice; create several charts re: overfilling analysis.	April Paton	5.10	\$195.00	\$994.50
3/28/2019	Draft Request for Judicial Notice, Declaration of Scott Vick, Appendix of Exhibits in support of opposition brief.	April Paton	3.30	\$195.00	\$643.50
3/29/2019	Call to LWDA, email to LWDA; draft ex parte notice re: enlargement of page limits; continue working on brief in opposition to settlement and supporting papers thereto.	Scott Vick	4.30	\$525.00	\$2,257.50
3/29/2019	Draft ex parte application.	April Paton	1.20	\$195.00	\$234.00
4/1/2019	Draft ex parte; work on opposition brief.	Scott Vick	5.50	\$525.00	\$2,887.50
4/1/2019	Analyze San Nicolas invoice; create charts of data points to include as exhibits to opposition.	April Paton	4.70	\$195.00	\$916.50
4/2/2019	Attention to preparation of opposition brief and supporting documents.	April Paton	1.70	\$195.00	\$331.50
4/3/2019	Prepare request for judicial notice, Scott Vick Declaration, Evidentiary Objections; prepare hard copies of all exhibits and documents for	April Paton	8.30	\$195.00	\$1,618.50

Date	Task	Timekeeper	Hours	Rate	Amount
	filing and service.				
4/4/2019	Prepare Scott Vick Declaration and proposed order; add cites to brief; edit and finalize all documents.	April Paton	4.40	\$195.00	\$858.00
5/20/2019	Call with LWDA.	Scott Vick	.40	\$525.00	\$210.00
6/19/2019	Prepare for call with LWDA re: calculation of penalties; call with LWDA; attention to follow up questions and answers.	Scott Vick	2.30	\$525.00	\$1,207.50
8/19/2019	Follow up with opposing counsel re: conference call re: settlement.	Scott Vick	.10	\$525.00	\$52.50
8/20/2019	Call with opposing counsel.	Scott Vick	.40	\$525.00	\$210.00
9/3/2019	Preparation of calculation for settlement offer; research metrics re: same.	Scott Vick	.60	\$525.00	\$315.00
9/12/2019	Review Zions/Lawson case re: impact on action; correspond with LWDA re: same; follow up with opposing counsel re: same.	Scott Vick	.40	\$525.00	\$210.00
9/16/2019	Attention to calendaring and follow up with opposing counsel regarding joint status conference statement due tomorrow.	Scott Vick	.20	\$525.00	\$105.00
9/20/2019	Call with Labor Commissioner; follow up with opposing counsel.	Scott Vick	.40	\$525.00	\$210.00
9/24/2019	Email to Pat at LWDA re settlement; follow up with Brandon; court call appearance (hearing had been continued, but we were not given notice).	Scott Vick	.50	\$525.00	\$262.50
10/1/2019	Follow up with opposing counsel re: settlement; email with DWLA.	Scott Vick	.20	\$525.00	\$105.00
11/7/2019	Edit Joint Statement re: settlement.	Scott Vick	.30	\$525.00	\$157.50
1/14/2020	Draft settlement documents.	Scott Vick	3.60	\$525.00	\$1,890.00
1/21/2020	Prepare Motion for allocation of attorneys fees.	Scott Vick	2.40	\$525.00	\$1,260.00
1/22/2020	Draft motion to approve settlement.	Scott Vick	3.80	\$525.00	\$1,995.00



<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
1/22/2020	Create charts of facts to analyze VLG billing and hours worked on specific tasks.	April Paton	2.40	\$195.00	\$468.00
1/23/2020	Continue drafting motion for settlement approval.	Scott Vick	2.70	\$525.00	\$1,417.50
1/28/2020	Review revised draft of motion to approve settlement; forward to opposing counsel w/ correspondence.	Scott Vick	.40	\$525.00	\$210.00
2/13/2020	Follow up with entire group re: settlement.	Scott Vick	.10	\$525.00	\$52.50
2/21/2020	Review and revise defense edits to motion to approve settlement.	Scott Vick	.80	\$525.00	\$420.00
2/26/2020	Revisions to proposed settlement; forward to opposing counsel and San Nicolas counsel.	Scott Vick	.50	\$525.00	\$262.50
6/16/2020	Draft Joint Status Report; email opposing counsel and other plaintiff counsel re: same.	Scott Vick	.70	\$525.00	\$367.50
1/5/2021	Draft settlement agreement.	Scott Vick	1.80	\$525.00	\$945.00
2/4/2021	Draft status report.	Scott Vick	.40	\$525.00	\$210.00
3/2/2021	Revise settlement agreement, and related notices.	Scott Vick	2.90	\$525.00	\$1,522.50
3/2/2021	Draft consolidated amended complaint.	April Paton	.70	\$225.00	\$157.50
3/23/2021	Attention to settlement revisions from Defendants; prepare notices.	Scott Vick	2.30	\$525.00	\$1,207.50
3/30/2021	Revise 4th Amended and Consolidated Class Action Complaint.	Scott Vick	1.20	\$525.00	\$630.00
4/15/2021	Call w/ opposing counsel re: settlement.	Scott Vick	.20	\$525.00	\$105.00
4/21/2021	Edits to 4th Amended Complaint; follow up with co-counsel (yesterday) and pushing opposing counsel to finalize settlement agreement and exhibits.	Scott Vick	.30	\$525.00	\$157.50
5/7/2021	Attention to drafting preliminary approval motion.	Scott Vick	3.60	\$525.00	\$1,890.00
5/12/2021	Draft and file status report.	April Paton	.90	\$225.00	\$202.50

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
5/13/2021	Work on preliminary approval motion.	Scott Vick	3.00	\$525.00	\$1,575.00
5/14/2021	Draft motion for preliminary approval.	Scott Vick	6.50	\$525.00	\$3,412.50
5/17/2021	Prepare for and attend status conference; revise settlement agreement.	Scott Vick	3.40	\$525.00	\$1,785.00
5/24/2021	Revise settlement agreement; forward to all parties.	Scott Vick	1.20	\$525.00	\$630.00
6/21/2021	Revise release language in settlement; prepare for call with opposing counsel, and call with opposing counsel re release language.	Scott Vick	.80	\$565.00	\$452.00
6/23/2021	Attention to settlement release language and follow up w/ opposing counsel.	Scott Vick	.30	\$565.00	\$169.50
6/28/2021	Revise release language and finalize settlement for circulation and (hopefully) signatures.	Scott Vick	1.70	\$565.00	\$960.50
7/6/2021	Revise typo in settlement; attention to signatures, and motion for preliminary approval.	Scott Vick	.60	\$565.00	\$339.00
7/7/2021	Prepare motion for preliminary approval and related papers.	Scott Vick	4.20	\$565.00	\$2,373.00
7/8/2021	Work on motion to approve settlement.	Scott Vick	2.20	\$565.00	\$1,243.00
7/14/2021	SV Declaration ISO preliminary approval motion.	Scott Vick	3.00	\$565.00	\$1,695.00
7/15/2021	Work on Settlement Motion papers.	Scott Vick	5.90	\$565.00	\$3,333.50
7/16/2021	Finalize motion for preliminary approval of settlement and related papers.	Scott Vick	2.70	\$565.00	\$1,525.50
9/21/2021	Finalize, file, and serve status report.	April Paton	.20	\$195.00	\$39.00
10/6/2021	Call w/ opposing counsel re: settlement issues; prepare for same.	Scott Vick	.60	\$565.00	\$339.00
10/7/2021	Prepare summary of yesterday's call with defense counsel re settlement, including action items; send to all parties.	Scott Vick	.50	\$565.00	\$282.50
10/13/2021	Call with opposing counsel re settlement.	Scott Vick	.50	\$565.00	\$282.50
2/22/2022	Revise settlement.	Scott Vick	1.80	\$565.00	\$1,017.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
2/28/2022	Final edits to settlement; forward to other parties for signatures.	Scott Vick	.50	\$565.00	\$282.50
3/2/2022	Joint status conference statement revision and sent to all parties.	Scott Vick	.30	\$565.00	\$169.50
3/4/2022	Attention to revising notice to class.	Scott Vick	.50	\$565.00	\$282.50
3/9/2022	Work on motion for preliminary approval	Scott Vick	1.70	\$565.00	\$960.50
3/22/2022	Finalize revised documents and finalize and file preliminary approval motion / supplement.	Scott Vick	4.20	\$565.00	\$2,373.00
3/22/2022	Edit revised motion; prepare declarations; prepare proposed order; finalize, file, and serve.	April Paton	3.20	\$225.00	\$720.00
5/5/2022	Prepare stipulation and order; file.	April Paton	.50	\$225.00	\$112.50
				<b>SUBTOTAL FEES</b>	<b>\$467,609.75</b>
<b>Disbursements</b>					
1/24/2017	FedEx charge to send correspondence to Angel Banos, President of Santa Anita Corporate Fitness, Inc.				\$18.90
3/29/2017	Fee to place complaint with LWDA.				\$75.00
3/29/2017	Certified mail charge for PAGA Letter.				\$6.96
4/10/2017	Certified mail for amended PAGA letter.				\$27.84
4/10/2017	Photocopies (40) of amended PAGA letter for service.				\$4.00
6/19/2017	First papers fees.				\$435.00
7/31/2017	Photocopies (103) of discovery requests to serve opposing counsel.				\$10.30
8/8/2017	Process server fees for serving summonses and complaint on all defendants.				\$108.00
8/10/2017	Photocopies (63) and postage to serve opposing counsel (\$1.82) the opposition to the demurrer.				\$8.12
8/10/2017	Messenger to file Opposition to Demurrer and proof of service of summonses.				\$40.00
8/11/2017	Fax filing fees for Notice of Related Case.				\$7.50
9/6/2017	Process server to serve Paylocity subpoena.				\$68.00
9/14/2017	Postage. (\$4.88, \$.67, \$5.95).				\$7.50

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
9/14/2017	Fee for issuance of ABC subpoena.				\$165.00
9/14/2017	Process server for ABC Financial subpoena.				\$40.00
9/15/2017	Photocopies (100) of discovery requests for office use.				\$10.00
9/25/2017	Process server to serve ABC Financial.				\$60.00
9/28/2017	Fax filing fee for Case Management Statement.				\$10.50
10/4/2017	Photocopies (298) of discovery responses, meet and confer letters, and requests for informal discovery conference, side tabs (21)				\$31.90
10/5/2017	Process server to serve Wells Fargo subpoena.				\$29.55
10/5/2017	Messenger to serve Santa Anita Westfield Mall subpoena.				\$40.00
10/17/2017	Fax filing fee to file proof of service of notice re: continuance of hearing.				\$7.50
10/20/2017	Parking at LASC for ex parte hearing by Defendants for protective order.				\$16.00
10/23/2017	Messenger to court to file.				\$40.00
10/25/2017	Photocopies (1,592 B/W, 232 color) for deposition exhibits.				\$217.20
10/27/2017	Court reporter and transcript of Apryl Villamil deposition.				\$1,077.02
10/27/2017	Messenger to court to file motion.				\$40.00
10/30/2017	Photocopies (340) - four motions to compel.				\$34.00
10/30/2017	Messenger to Court to file Motions to Compel.				\$40.00
11/3/2017	Parking at hearing.				\$16.00
11/3/2017	Messenger to file opposition to motion for a protective order.				\$40.00
11/6/2017	Fax filing fee - Notice of Errata to Plaintiff's Notice of Motion and Motion.				\$11.25
11/9/2017	Messenger to courthouse to file FAC.				\$40.00
11/10/2017	Fax filing fee.				\$10.50
11/13/2017	Messenger to Court to file the Supplemental Request for Judicial Notice.				\$40.00
11/16/2017	Hearing transcript.				\$147.50
11/16/2017	Veritext invoice.				\$154.34
11/16/2017	CourtCall appearance - Case Management Conference.				\$86.00

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
11/20/2017	Parking for case management conference, informal discovery conference.				\$16.00
12/15/2017	Messenger to file four reply briefs.				\$40.00
12/18/2017	Messenger to Court to deliver courtesy copies.				\$410.00
12/18/2017	Photocopies (1,250) for courtesy copies of four Motions to Compel and bottom exhibit tabs (52).				\$130.20
12/22/2017	Parking at the courthouse for the hearing on four of Plaintiff's motions to compel: (1) Form Rogs, (2) Special Rogs; (3) RFPs, and (4) motion for sanctions and to compel testimony.				\$16.00
12/22/2017	Parking at hearing.				\$16.00
1/5/2018	Parking at informal discovery conference.				\$16.00
1/16/2018	Messenger to courthouse to file Demurrer Opposition.				\$40.00
1/16/2018	Fee for process server for Windfarm Marketing subpoena.				\$40.00
2/2/2018	Parking for hearing.				\$16.00
2/7/2018	Fax filing fee.				\$7.50
2/14/2018	Photocopies for filing and courtesy copies (306) and messenger to file (\$40)				\$70.60
2/28/2018	Parking for hearing on Doe Defendants' demurrer.				\$16.00
3/26/2018	Messenger to file joint statement and the serve judge a courtesy copy.				\$40.00
3/30/2018	Non-refundable JAMS fee for mediation that was cancelled.				\$450.00
4/2/2018	Parking for trial setting conference.				\$16.00
4/25/2018	Photocopies of discovery responses (505); side tabs for binders (20).				\$52.50
4/30/2018	Copies (165) for discovery responses.				\$16.50
5/17/2018	Messenger to Court to file motion.				\$40.00
5/17/2018	Photocopies for filing motion and service copies for judge and opposing counsel (507).				\$50.70
5/17/2018	Motion filing fee.				\$60.00
5/17/2018	Postage to serve opposing counsel motion documents.				\$7.10
5/18/2018	Transcript from hearing.				\$39.40
5/23/2018	Parking for hearing.				\$18.00

Date	Task	Timekeeper	Hours	Rate	Amount
5/23/2018	Ex parte motion fee.				\$60.00
5/23/2018	Demurrers motion fee.				\$60.00
5/24/2018	Firsts papers fee.				\$435.00
5/24/2018	Messenger to courthouse to file demurrers and new complaint (x2).				\$80.00
5/24/2018	Photocopies for first papers - new complaint for filing and service (67 x 3).				\$20.10
5/24/2018	Photocopies for Demurrers to Answer for filing and service (32 x 4).				\$12.80
5/31/2018	Fax filing fees for Notices of Related Case (\$7.50 x 2).				\$15.00
5/31/2018	Photocopies for service of Notices of Related Case (18).				\$1.80
5/31/2018	Postage to serve Notices of Related Case.				\$2.07
6/19/2018	Fax filing fee - Reply ISO Demurrer.				\$12.00
7/2/2018	Parking for ex parte hearing noticed by Defendants (Judge's chambers were dark, so no hearing was held).				\$16.00
7/2/2018	Photocopies of cases cited by opposing counsel in their petition for writ of mandate (280).				\$28.00
7/5/2018	Parking.				\$16.00
7/12/2018	Fees to access case documents.				\$23.85
7/17/2018	Motion fees for four motions to compel.				\$240.00
7/18/2018	Clark Baker invoice to locate Apryl Villamil.				\$100.00
7/18/2018	Photocopies (1,200) for four motions to compel for filing and service.				\$120.00
7/18/2018	Side tabs (70) for four motions to compel for filing and service.				\$7.00
7/18/2018	Messenger to file and deliver courtesy copy to the court.				\$40.00
7/19/2018	Messenger to deliver courtesy copy of opposition to Motion for Ruling on Belaire-West Notice.				\$40.00
7/19/2018	Fax filing fee Messenger for opposition to Motion for Ruling on Belaire-West Notice.				\$16.50
7/23/2018	Fax filing fee for Notice of Court Order.				\$8.25
7/23/2018	Ex parte filing fee.				\$60.00
7/23/2018	Parking for ex parte hearing.				\$16.00

Date	Task	Timekeeper	Hours	Rate	Amount
7/24/2018	Fax filing fee for Notice of a Consolidated Hearing Date.				\$8.25
8/1/2018	Parking for hearing in court.				\$16.00
8/9/2018	JAMS mediation fee.				\$5,450.00
9/17/2018	Filing fees for SAC.				\$47.25
9/17/2018	Filing fees for dismissal of Simi Valley case.				\$8.25
9/20/2018	Hotel for Scott Vick and client to attend mediation.				\$776.09
9/20/2018	Flight for Scott Vick to attend mediation.				\$501.96
9/20/2018	Flight for client to attend mediation.				\$209.96
10/2/2018	Uber to dinner with client.				\$9.41
10/2/2018	Uber to hotel from to dinner with client.				\$10.29
10/2/2018	GMS data analysis from third party vendor.				\$2,860.00
10/3/2018	Parking.				\$22.00
1/30/2019	Messenger to serve deposition subpoenas to opposing counsel.				\$40.00
1/30/2019	Photocopies (156) of 26 deposition subpoenas.				\$15.60
1/31/2019	Electronic filing fees for ex parte application.				\$71.45
1/31/2019	Photocopies (42) for Ex Parte Application.				\$4.20
2/1/2019	Costs to download San Nicolas key pleadings from LASC website.				\$68.60
2/1/2019	Parking at Ex Parte hearing for order setting status conference.				\$18.00
2/1/2019	Mileage (27.2) to and from ex parte for order setting status conference.				\$15.78
2/4/2019	Parking at Spring Street Courthouse.				\$22.00
2/4/2019	Cost to get San Nicolas FAC from the Court Clerk.				\$23.50
2/4/2019	Mileage (27.2) to and from court house to pull San Nicolas FAC.				\$15.78
2/4/2019	Process server fee to try and serve April Villamil her deposition subpoena in Simi Valley.				\$200.00
2/5/2019	Photocopies (1,652), side tabs (57), binder (1) for filing copies and courtesy copies of San Nicolas ex parte application.				\$178.90
2/5/2019	Mileage (27.2) to and from Ex Parte hearing and Informal Discovery Conference.				\$15.78

<b>Date</b>	<b>Task</b>	<b>Timekeeper</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
2/5/2019	Parking for Ex Parte hearing and informal discovery conference.				\$22.00
2/6/2019	First papers fees - San Nicholas matter.				\$435.00
2/6/2019	Photocopies (24) and postage (\$1.95) to serve response to Notice of Related case.				\$4.35
2/8/2019	Filing fees (\$9.65); photocopies (14) and postage (\$1.00) for Notice of Ruling.				\$12.45
2/15/2019	Parking at LASC for IDC re: Belaire West Notice.				\$18.00
2/28/2019	Half of the proposed fees and expenses for CAC Services Group, LLC to mail the Belaire-West Notice.				\$2,747.52
3/18/2019	Parking for IDC on 3/18/2019 at Courthouse.				\$22.00
3/18/2019	Complex case fee (\$1,000) and fee for amending expert application (\$60).				\$1,060.00
3/18/2019	Process server fee to deliver amended ex parte application to San Nicolas counsel.				\$150.00
3/18/2019	Photocopies of amended ex parte application for filing and service (148) and side tabs (6).				\$15.40
3/18/2019	Messenger fee to file amended ex parte application.				\$40.00
3/18/2019	Messenger to serve amended ex parte application on opposing counsel.				\$150.00
3/20/2019	Photocopies of relevant cases (99).				\$9.90
3/20/2019	LASC access to San Nicolas TAC.				\$8.60
3/21/2019	Photocopies (38) of case cites and access to San Nicolas documents on LASC website (\$6).				\$9.80
3/26/2019	LASC fees for access to San Nicolas case documents.				\$11.00
3/27/2019	FedEx charges (\$21.62, \$32.05, \$21.62, \$25.93) to serve deeply in support of demurrer.				\$101.22
4/2/2019	Ex parte fee.				\$60.00
4/2/2019	Parking for ex parte hearing.				\$9.00
4/4/2019	FedEx fee to send opposition to motion for settlement.				\$41.28
4/4/2019	Messenger to opposite and supporting document file at complex case window.				\$40.00
4/4/2019	Messenger to deliver copies of opposition papers to opposing counsel, Amundson.				\$40.00
4/4/2019	Photocopies, 5 sets, (5,630 copies) of opposition brief and supporting documents and Appendix of Exhibits, side and bottom tabs (120), and 2 binders for the judge.				\$591.00



Date	Task	Timekeeper	Hours	Rate	Amount
9/17/2019	Court fee to download Minute Order.				\$2.00
9/20/2019	CourtCall appearance for Scott Vick for Status Conference (was not given notice that the conference was continued).				\$94.00
11/4/2020	Telephonic appearance fee for status conference.				\$15.00
12/3/2020	CaseAnywhere invoice # 206484.				\$44.40
12/17/2020	Telephonic Court appearance fee for status conference.				\$15.00
3/4/2021	Case Anywhere quarterly invoice #214603 dated 3/4/21.				\$135.00
3/4/2021	Case Anywhere invoice #206484.				\$44.40
3/4/2021	Case Anywhere Invoice 214603 for mandatory access to document service.				\$135.00
3/19/2021	Payment for Case Anywhere invoice.				\$44.40
4/5/2021	LASC fee for telephonic appearance at status conference.				\$15.00
5/7/2021	Fee for downloading motion for preliminary approval of settlement from LASC website.				\$40.00
5/12/2021	Fax filing fee for status report.				\$9.00
5/28/2021	Fax filing fee for Joint Status Conference Report.				\$9.00
6/3/2021	Case Anywhere invoice #222985.				\$140.00
6/17/2021	Fee to appear telephonically at hearing.				\$15.00
7/16/2021	Motion fee for filing Motion for Preliminary Approval.				\$60.00
9/3/2021	Case Anywhere invoice # 231329.				\$155.00
9/21/2021	Filing fee to file status report.				\$10.17
11/9/2021	Filing fee for status conference report.				\$10.17
12/7/2021	Case Anywhere invoice #239599.				\$130.00
1/10/2022	Electronic filing fee for status report.				\$12.12
2/2/2022	Filing fee for status report.				\$12.12
3/22/2022	Filing fees for revised motion and hearing fee.				\$73.92
4/4/2022	Filing fee for status report.				\$13.12
4/19/2022	Fee for electronic access to Court Order from 4/11/22.				\$7.40

Date	Task	Timekeeper	Hours	Rate	Amount
5/5/2022	Stipulation fee and electronic filing fees.				\$33.72
6/6/2022	Electronic filing fee and stipulation fee.				\$33.72
				<b>SUBTOTAL COSTS</b>	<b>\$23,792.48</b>
				<b>CURRENT SUBTOTAL</b>	<b>\$491,402.23</b>
<b>Prior Amount Due:</b>					<b>\$0.00</b>
				<b>AMOUNT DUE</b>	<b>\$491,402.23</b>

# **EXHIBIT G**



Class Action Administrators

[www.cptgroup.com](http://www.cptgroup.com)

Contact Name: Dominique Fite  
Alan Rock

**Corporate Headquarters**

50 Corporate Park, Irvine CA 92606

[DFite@cptgroup.com](mailto:DFite@cptgroup.com)

Direct Number: (619) 613-1653

Corporate Office: (800) 542-0900

Fax Number: (949) 428-1023

**Case Name: WIP**

Date: **May 14, 2021**

**All-In Settlement**

Requesting Attorney: **Scott Vick**

\* Class Members: **4,100**

Plaintiff or Defense: **Plaintiff**

\*\* Opt-Out Rate: **1.5%**

Firm Name: **Vick Law Group**

Opt-Outs Received: **62**

Telephone: **(213) 784-6227**

Postage Total: **\$4,495.14**

Email: [scott@vicklawgroup.com](mailto:scott@vicklawgroup.com)

Grand Total: **\$35,792.04**

**\*\*\* DISCOUNTED FLAT FEE: \$30,000.00**

\* This number is an estimate provided by counsel. If the actual number is different, our cost estimate will change accordingly.

\*\* For ease of comparison, in the event competing estimates use an alternate filing rate to calculate estimated cost, please advise us so that we may modify the estimate accordingly.

\*\*\* This price is valid for administration of a maximum of 62 opt-out's filed. Any additional opt-out's filed above 62 will be billed at the rate of \$8.00 per member.

## Case Setup

**Case Setup / Data Management / Create a Unified Mailing List / TFN Establish & Setup**

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager	\$95.00	7	\$665.00
System Programming/Data Base Setup	\$150.00	7	\$1,050.00
Toll-Free Number Establish/Setup*	\$150.00	2	\$300.00
<b>Total</b>			<b>\$2,015.00</b>

\* Up to 120 days after disbursement

## Notification Procedures

**National Change of Address (NCOA) / Notice & Opt-Out Form / Postage (up to 1 oz.)**

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
NCOA	\$150.00	1	\$150.00
Project Manager-Opt-Out/Notice Format	\$95.00	2	\$190.00
Merged Data	\$0.35	4,100	\$1,435.00
Mailing of Notice Pack	\$1.00	4,100	\$4,100.00
Estimated Postage (up to 1 oz.)*	\$0.51	4,100	\$2,091.00
<b>Total</b>			<b>\$7,966.00</b>

\*Additional charges will apply if the postage exceeds 1 oz. The final rate will be determined at the time of mailing.

## Returned Mail

**Notices Returned as Undeliverable / Skip Traces / Remail Notice Packets / Postage**

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Update Undeliverable	\$0.50	410	\$205.00
Skip Traces	\$1.25	353	\$441.25
Remail Packs	\$1.35	308	\$415.80
Estimated Postage (up to 1 oz.)	\$0.51	308	\$157.08
Clerical Staff	\$60.00	7	\$420.00
<b>Total</b>			<b>\$1,639.13</b>

# Opt-Out Processing

## Process Opt-Outs, Deficiencies & Other Requests from Class Members / Call Center Support

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming of Opt-Out Data Base	\$150.00	4	\$600.00
Opt-Out Processing	\$5.00	62	\$310.00
Clerical Staff	\$60.00	2	\$120.00
Deficiency/Dispute Letters	\$20.00	4	\$80.00
Estimated Postage (up to 1 oz.)	\$0.51	4	\$2.04
Project Manager	\$95.00	1	\$95.00
Call Center Support	\$3.00	820	\$2,460.00
		<b>Total</b>	<b>\$3,667.04</b>

# SSN Verification

## Verify SSN for Validity with IRS / IRS Backup Withholdings

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming for SSN Selection	\$150.00	1	\$150.00
Project Manager	\$95.00	3	\$285.00
SSN Verification	\$0.20	4,038	\$807.60
		<b>Total</b>	<b>\$1,242.60</b>

# Disbursement

## Calculations / Data Management / Create & Manage QSF / Print & Mail Checks, 1099/W-2

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Programming Database-Calculate Totals	\$150.00	3	\$450.00
Project Supervisor Review of Distribution	\$150.00	9	\$1,350.00
Project Manager-Correspond w/Attorney	\$95.00	5	\$475.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming/Setup & Printing of Checks	\$150.00	5	\$750.00
Print Mail Checks, W-2/1099 (8x10 sheet)	\$2.00	4,038	\$8,076.00
Estimated Postage (up to 1 oz.)	\$0.51	4,038	\$2,059.38
		<b>Total</b>	<b>\$13,610.38</b>

# Post-Disbursement & Tax Reporting

## Account Recons / Skip Trace / Reissue Checks / Annual Tax Reporting / Final Reporting & Declaration

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Re-Issue Checks as Required	\$5.00	41	\$205.00
Project Supervisor -Account Recons	\$150.00	6	\$900.00
Skip Trace	\$1.25	323	\$403.75
Remail Undeliverable Checks	\$2.50	323	\$807.50
Estimated Postage (up to 1 oz.)	\$0.51	364	\$185.64
Project Supervisor-Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming- Final Reports	\$150.00	2	\$300.00
Project Manager - Acnt Files Sent to Atty	\$150.00	2	\$300.00
Project Supervisor - Final Declaration	\$150.00	2	\$300.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
		<b>Total</b>	<b>\$5,651.89</b>

\*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

**Grand Total: \$35,792.04**

# TERMS AND CONDITIONS

These Terms and Conditions are made a part of and incorporated by reference into the CPT Group, Inc. Terms and Conditions Agreement by and between Client and CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 ("CPT").

## 1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
- c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
- d) **"Claims Administrator"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
- f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, objections, and the like which contain Client Data.
- g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
- h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
- i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
- k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
- l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
- m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
- n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
- o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
- p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
- q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
- r) **"Products"** means any and all CPT Services, and work product resulting from Services.
- s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds

are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.

- t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
- u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
- v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
- w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
- x) **"Term"** means the term of the Agreement, as set forth in the Order.
- y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
- z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.

2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement, and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.

3. **Security.** The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement, and shall promptly inform the other Parties of such breaches.

4. **CPT Obligations.** Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.

## 5. Mutual Obligations.

- a) **Resources.** Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there

is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only, and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

**Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a. **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the

other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.

- b. **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a. **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b. **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. **Miscellaneous Provisions.**
- a. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California and

the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

- b. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c. Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d. Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e. Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f. Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g. No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- h. Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT

from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i. Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l. Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m. Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n. Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- o. Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- p. Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.



# **EXHIBIT H**

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**  
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Kyle R. Nordrehaug (SBN 205975)  
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Attorneys for Plaintiff  
NATHAN KLIPFEL

[Additional counsel listed on signature page]

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

CHARLES SAN NICOLAS, an individual,  
Plaintiff,  
vs.  
WEST COVINA CORPORATE FITNESS, et al.,  
Defendants.

NATHAN KLIPFEL, an individual,  
Plaintiff,  
vs.  
GYM MANAGEMENT SERVICES, INC., a  
California Corporation; et al.  
Defendants.

CASE NO.: BC616304  
[Consolidated with Case No. BC665577;  
Related to Case Nos. 20STCV07368 and  
20STCV27502)

[Complaint filed April 8, 2016; before  
Honorable Stuart M. Rice, Dept. SS-1]

**STIPULATION TO AMEND  
DEADLINES; ~~PROPOSED~~ ORDER**

**FILED**  
Superior Court of California  
County of Los Angeles  
**06/08/2022**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

1 The Parties in the consolidated cases (Case Nos. BC616304 (the “San Nicolas Action”)  
2 and Case BC665577 (the “Klipfel Action”) hereby stipulate and agree as follows:

3 WHEREAS, on April 11, 2022, this the Honorable Daniel J. Buckley issued an Order  
4 Granting Preliminary Approval of Class Action Settlement in this Matter (“Order”);

5 WHEREAS, the Order required Defendants to produce certain class member data to the  
6 administrator by May 1, 2022 so that exclusions and objections could be timely recorded before  
7 the final approval hearing. However, Defendants were unable to provide the essential class  
8 member data to the administrator until the afternoon of Friday, June 3, 2022 due to complex data  
9 complications that took time to unravel.

10 WHEREAS, as a result of the delay in providing class data to the administrator, a new  
11 hearing schedule for the final approval hearing is necessary.

12 WHEREAS, as a result of there being more class members than when Plaintiffs obtained  
13 the bid for the administrator, the administrator is charging an additional \$5,000 in costs,  
14 increasing the administration fees from \$30,000 to \$35,000.

15 NOW THEREFORE, the parties hereby request that the Court amend the Order to set a  
16 new schedule for the final approval hearing at the Court’s convenience and to increase the  
17 compensation to the administrator as provided for herein.

18 **IT IS SO STIPULATED.**

19  
20 DATED: June 6, 2022

VICK LAW GROUP, APC

21  
22 By /s/Scott Vick

23 SCOTT VICK  
24 Attorneys for Plaintiff  
NATHAN KLIPFEL

25 DATED: June 6, 2022

26 BLUMENTHAL NORDREHAUG BHOWMIK DE  
27 BLOUW LLP

28 By *Kyle R. Nordrehaug*

KYLE R. NORDREHAUG  
CHARLOTTE JAMES  
Attorneys for Plaintiff  
CHARLES SAN NICOLAS

DATED: June 6, 2022

MANNING & KASS, ELLROD, RAMIREZ  
AND TRESTER

By /s/ Stevn C. Amundson  
STEVEN C. AMUNDSON  
Attorneys for Defendants

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1 **[PROPOSED] ORDER**

2 Upon review of the foregoing stipulation entered into by and between the parties in the  
3 above-referenced action, and good cause appearing therefore,

4 **IT IS HEREBY ORDERED** that the foregoing stipulation is approved.

5 The new date for the final approval hearing shall be 04/28/22, 2022, at 10:00  
6 a.m./p.m. in the Courtroom at the Court.

7 The amount preliminarily approved for the costs to administer the settlement is hereby  
8 increased from \$30,000.00 to \$35,000.00.

9  
10 DATED: 04/28/22



A handwritten signature in black ink that reads "Stuart M. Rice".

Stuart M. Rice / Judge

Hon. Stuart M. Rice  
Judge of the Superior Court of California

1 **PROOF OF SERVICE**

2 I am a resident of the State of California, over the age of eighteen years, and not a  
3 party to the within action. My business address is 301N. Lake Avenue, Suite 1000,  
Pasadena, CA 91101. On June 6, 2022, I served a true copy of the following document:

4 **STIPULATION TO AMEND DEADLINES; [PROPOSED] ORDER**

- 5  By transmitting electronically through Case Anywhere to the Parties listed on  
6 the Service List.
- 7  By placing the document(s) listed above in a sealed envelope with postage  
8 thereon fully prepaid, in the United States mail at Los Angeles, California,  
9 addressed as set forth below to counsel at the addresses listed on the Service  
List.
- 10  By placing the document(s) listed above in a sealed envelope, with the overnight  
11 delivery charge prepaid, addressed as set forth below, and deposited in a box or  
12 facility regularly maintained by the overnight delivery service carrier, Federal  
Express.
- 13  By my own personal hand delivery to the addresses on the Service List.

14 **SERVICE LIST ATTACHED**

15 I am readily familiar with the Vick Law Group, APC's practice of collection and processing  
16 correspondence and other material for mailing. Under that practice, and in the ordinary  
17 course of our business, outgoing mail is deposited with the U.S. Postal Service with postage  
18 fully prepaid thereon. I am aware that on motion of the party served, service may be  
presumed invalid if the postal cancellation date or postage meter date is more than one day  
after the date of deposit for mailing as set forth in this Proof of Service.

19 I declare under penalty of perjury under the laws of the State of California that the above is  
20 true and correct. Executed on June 6, 2022 at Pasadena, California.

21 /s/ April Paton-Vick  
22 April Paton-Vick  
23  
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**SERVICE LIST**

1  
2  
3 Steven C. Amundson, Esq.  
4 Maryam Maleki, Esq.  
5 Al De La Cruz, Esq.  
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15 20STCV07368)

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