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**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]

**[PROPOSED] JUDGMENT RE: CLASS  
ACTION SETTLEMENT**

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

1 **[PROPOSED] JUDGMENT**

2 In accordance with, and for reasons stated in the Order Granting Final Approval of Class  
3 Action Settlement, judgment shall be entered whereby Plaintiffs Charles San Nicolas, Nathan  
4 Klipfel, David Price, and Peter Contreras (collectively, “Plaintiffs”) and all Settlement Class  
5 Members shall take nothing from Defendants Gym Management Services, Inc., Gold’s Gym  
6 SoCal aka Gold’s Gym SoCal Group, Angel Banos, William Banos, West Covina Corporate  
7 Fitness, Inc., Muscle Head, Inc., Muscle Bound, Inc., LA Corporate Fitness, Inc., Thousand  
8 Oaks Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver City Corporate Fitness,  
9 Inc., Fullerton Corporate Fitness, Inc., Valencia Corporate Fitness, Inc., Santa Anita Corporate  
10 Fitness, Inc., Montclair Corporate Fitness, Inc., Santa Barbara Corporate Fitness, Inc., Anaheim  
11 Corporate Fitness, Inc., Glendale Corporate Fitness, Inc., Santa Ana Corporate Fitness, Inc., and  
12 Gym Management Services, Inc. (collectively, “Defendants”), except as expressly set forth in the  
13 Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”), which  
14 was filed as part of Plaintiffs’ Motion for Final Approval of Class Action Settlement, which was  
15 granted on \_\_\_\_\_.

16 1. Pursuant to California Code of Procedure § 664.6 and Rule 3.769(h) of the  
17 California Rules of Court, the Court retains exclusive and continuing jurisdiction over this  
18 Action, the Parties, and the Class Members for purposes of supervising:

- 19 a. the implementation, enforcement, construction, and interpretation of the  
20 Settlement, the Order Granting Preliminary Approval of Class Action  
21 Settlement, the plan of allocation, the Order Granting Final Approval of  
22 Class Action Settlement, and the Judgment; and  
23 b. distribution of amounts paid under this Settlement.

24 2. The certified Class is defined as:

25 “all non-exempt employees who are or previously were employed  
26 by defendants West Covina Corporate Fitness, Inc., Muscle Head,  
27 Inc. (“North Hollywood”), Muscle Bound, Inc. (“Hollywood”), LA  
28 Corporate Fitness, Inc. (“Downtown LA”), Thousand Oaks  
Corporate Fitness, Inc., Simi Valley Corporate Fitness, Inc., Culver  
City Corporate Fitness, Inc., Fullerton Corporate Fitness, Inc.,

1 Valencia Corporate Fitness, Inc., Santa Anita Corporate Fitness,  
2 Inc. (“Arcadia”), Montclair Corporate Fitness, Inc., Santa Barbara  
3 Corporate Fitness, Inc. (“Downtown, Uptown, and Goleta Gyms”),  
4 Anaheim Corporate Fitness, Inc., Glendale Corporate Fitness, Inc.,  
5 Santa Ana Corporate Fitness, Inc., and/or Gym Management  
6 Services, Inc. during the period of April 25, 2015 to the April 11,  
7 2022 and were paid by the hour and/or by session.”

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

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

13 3. The following person(s) submitted timely requests for exclusion and have opted  
14 out of the Class: \_\_\_\_\_.

15 4. Plaintiffs and all the Class Members who have not submitted a valid and timely  
16 request for exclusion (and so who are not Opt-Outs) shall be deemed conclusively to have made  
17 the following releases as set for in Section 25 of the Settlement Agreement, which shall have the  
18 force and effect of *res judicata* as to each of them:

19 “Released Class Claims” means, as of the date the Defendant fund the full  
20 Settlement Amount of one million dollars (\$1,000,000), Defendants and  
21 the Released Parties shall receive a limited release from the Participating Class  
22 Members of all claims alleged or which could have been alleged in the operative  
23 complaint in the Action that occurred during the Class Period and a release of all  
24 PAGA claims alleged in the operative complaint in the Action which occurred  
25 during the PAGA Period, and **expressly excluding** all other claims, including  
26 claims for vested benefits, wrongful termination, unemployment insurance,  
27 disability, social security, workers’ compensation, and class claims outside of the  
28 Class Period and PAGA claims outside the PAGA Period (“Released Class  
Claims”).

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

1 alleged in the operative pleadings in the Action but which might serve as an  
2 alternative basis for pursuing the same claims, causes of action, or legal theories  
3 of relief falling within the definition of Released Claims.

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

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

22 (Settlement Agreement at Section 25).

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

1 (Settlement Agreement at Section 26).

2 **IT IS SO ORDERED.**

3  
4 DATED: \_\_\_\_\_

5 \_\_\_\_\_  
6 Hon. Stuart M. Rice  
7 Judge of the Superior Court of California  
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