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7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF SAN DIEGO**

9
10 EMILY FERRER, ELIJAH WESTCOTT,
MANUEAL BANUELOS MACIAS and on
11 behalf of themselves and other aggrieved
employees,

12 Plaintiffs,

13 v.

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15 FITNESS INTERNATIONAL, LLC, a
California Limited Liability Company;
16 and DOES 1 through 100, inclusive,

17 Defendants.
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CASE NO. 37-2020-00044088-CU-OE-CTL
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Joel R. Wohlfeil
Department C-73

**DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT OF MOTION
FOR APPROVAL OF PRIVATE
ATTORNEY GENERAL ACT ("PAGA")
SETTLEMENT**

Date: July 21, 2023
Time: 9:00 a.m.
Dept: C-73
Judge: Honorable Joel R. Wohlfeil
Reservation: 2974855

Complaint Filed: December 2, 2020
Trial Date: Not set

1 I, HAIG B. KAZANDJIAN, declare as follows:

2 1. I am an attorney duly licensed to practice law before all courts of the State of California.
3 I am the principal attorney at Haig B. Kazandjian Lawyers, APC, counsel for Plaintiffs Emily Ferrer,
4 Elijah Westcott, and Manuel Banuelos Macias (“Plaintiffs”) in this action. This declaration is
5 submitted in support of Plaintiffs’ Motion for Approval of PAGA Representative Action Settlement.
6 Plaintiffs each commenced a lawsuit asserting multiple causes of action under the PAGA, on behalf
7 of themselves in the capacity of a PAGA representative, the State of California, the California Labor
8 & Workforce Development Agency. Originally, my firm solely represented Plaintiff Elijah Westcott,
9 which my firm filed on December 21, 2020, in Los Angeles County Superior Court Case No.
10 20GDCV01113, entitled Elijah Westcott v. Fitness International, LLC. Pursuant to a Joint Prosecution
11 Agreement amongst Plaintiffs and Counsel, on or about August 2, 2021, the Parties attended mediation
12 and entered a Memorandum of Understanding Regarding PAGA Settlement that the Parties executed
13 agreeing to resolve the PAGA claims alleged in the PAGA-only Actions. The claims alleged in the
14 Macias Action and Westcott Action were subsequently consolidated into the Ferrer Action by way of
15 an amended complaint filed in this Action.

16 2. Plaintiffs submit the concurrently filed Memorandum of Points and Authorities in
17 support of Plaintiffs’ Motion for Approval of the Private Attorneys General Act of 2004 (“PAGA”)
18 Settlement reached in the civil actions filed in the Superior Court of the State of California for the
19 County of San Diego entitled *Ferrer v. Fitness International, LLC* et al., San Diego County, Superior
20 Court Case No. 27-2020-00044088-CU-OE-CTL and the claims asserted in *Elijah Westcott v. Fitness*
21 *International, LLC*, Los Angeles County Superior Court Case No. 20GDCV01113; and *Manuel*
22 *Banuelos Macias v. Fitness International, LLC*, Los Angeles County Superior Court Case No.
23 21STCV03796, which subject to the terms of this settlement, were consolidated into *Ferrer v. Fitness*
24 *International, LLC* by way of an amended complaint filed on April 4, 2023 Plaintiffs and Defendant
25 Fitness International LLC have documented the proposed Settlement in the Joint Stipulation of
26 Settlement and Release (“Settlement Agreement” or “SA”), attached as **Exhibit 1** to the accompanying
27 Declaration of Isam C. Khoury.

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1 3. Pursuant to the terms of the Settlement, Defendant will pay a maximum non-
2 reversionary Settlement Payment of \$334,530. Subject to Court approval, from the Settlement
3 Payment, the following shall be deducted: 1) administration expenses of \$15,000 to CPT Group, 2)
4 PAGA Counsel's attorneys' fees up to \$131,666.67¹ (33.33% of the Gross PAGA Amount), and
5 litigation costs of \$21,366.76 (authorized up to \$30,000). The remaining sum estimated at \$157,863.33
6 will be disbursed as directed by the PAGA (Labor Code § 2699(i)) with \$129,647.50 (75%) paid to
7 the Labor and Workforce Development Agency ("LWDA"); and, \$43,215.83 (25%) distributed
8 proportionately to allegedly aggrieved employees based on the number of Pay Periods each worked
9 during the period from December 1, 2019 through March 15, 2020 ("Covered Period").

10 4. On October 16, 2020, Plaintiff Elijah Westcott gave written notice to the LWDA and
11 to Defendant of his intent to pursue PAGA civil penalties pursuant to Labor Code sections 2698, *et*
12 *seq.* for failure to provide employment records, failure to provide overtime and double time, failure to
13 provide rest and meal breaks, failure to provide minimum wage, failure to provide accurate
14 employment records, failure to pay all wages on time, failure to timely pay upon discharge or
15 resignation, violation of the Wage Theft Prevention Act, failure to reimburse necessary expenditures,
16 and failure to provide notice of paid sick time and accrual. Attached hereto as **Exhibit 1** is a true and
17 correct copy of Plaintiff Elijah Westcott's PAGA Notice.

18 5. At no time did the LWDA notify Plaintiff of an intention to investigate the allegations
19 contained in the PAGA Notice and Defendant did not serve notice it intended to cure any alleged
20 defect, pursuant to the PAGA (Labor Code § 2699.3).

21 6. The Settlement was reached through extensive, arms'-length, informed negotiations,
22 with the help of an experienced mediator following an informal exchange of information and data.
23 The result is fair, adequate, reasonable, and fulfills PAGA's purposes of enforcing California's laws
24 which collect civil penalties on behalf of the State. The amount is consistent with Court-approved
25 amounts in other PAGA cases, and the requests for PAGA Counsel's attorneys' fees and costs are
26 reasonable.

27 _____
28 ¹ Plaintiffs each consented to apportionment of attorneys' fees: 25%] to Cohelan Khoury & Singer,
50% to Capstone Law APC, and [25%] to Haig B. Kazandjian Lawyers, APC.

1 7. PAGA Counsel requests \$131,666.67 for their attorneys' fees, (33.33% of the Gross
2 PAGA Amount), and \$21,366.76 in litigation costs. As of the date of the filing of this Motion and to
3 bring this settlement to a final closure, PAGA Counsel, including my firm's fees and costs, will have
4 incurred \$208,620.00 in attorneys' fees and \$21,366.76 in litigation costs.

5 8. Attached hereto as **Exhibit 2** is a true and correct copy of my firm's Summary of Time
6 & Costs. Additionally, attached hereto as **Exhibit 3** is a true and correct copy of the Itemized Costs
7 my firm has incurred for this matter.

8 9. As of today, my firm has expended approximately 88.5 hours on this matter, with work
9 still continuing. The hours expended were reasonable in light of the complexity and duration of the
10 litigation. The firm's total lodestar for these hours amounts to \$55,312.00. The work performed in this
11 matter, the backgrounds of my firm, as well as the individual backgrounds, training, and experience
12 of the attorneys who worked on this matter, in litigating these actions, and in particular, wage-and-
13 hour matters, support a reasonable blended hourly rate of compensation at the rate of \$625 per hour
14 for work performed by Counsel. The rate is my firm's current billing rate and is supported by the
15 extensive and specialized experience in these types of cases and has been approved by other courts.

16 10. My firm's skill and experience support their hourly rates and are in line with rates
17 typically approved in wage and hour litigation in California and have been specifically approved
18 by numerous state and federal courts in California. Haig B. Kazandjian Lawyers, APC's practice is
19 primarily focused on litigating employment representative actions on behalf of employees. Haig B.
20 Kazandjian Lawyers, APC have been appointed Counsel or co-Counsel in numerous such cases. I am
21 well-experienced in wage-and-hour class action litigation as well as PAGA litigation. I have been
22 granted final approval of many wage-and-hour class actions and PAGA representative action. I
23 have acted as lead counsel on the following class and PAGA cases, which gained final approval by
24 the court: (1) Kalbaklian et al. v. PSI Services LLC (BC637011 – Judge Freeman); (2) Hackett et
25 al. v. Hotei Marketing (BC639589 – Judge Palazeulos); (3) Shamiryan et al. v. Codemetro
26 (BC683326 – Judge Buckley) (4) Gutierrez et al. v. Foremost Foods Corp. (BC706453 – Judge
27 Mooney); (5) Salinas et al. v. True World Foods Los Angeles (18STCV01288– Judge Nelson);(6)
28 Estrada v. TT Fremont Holding, Inc. (19CHCV00193 – Judge Sandvig); (7) Visket v. LA Solar

1 Group Inc (LS030122 – Judge Cotton); (8) Nicholas v. Rockstar Beverage Corp. (19STCV18234 –
2 Judge Court); (9) Glassel v. Toscanova (20VECV00755 – Judge Keeny); (10) Beltran v. Vista Del
3 Mar Child and Family Services (20SMCV01926 – Judge Karlan); (11) Arceo v. Volcano Grill, Inc.
4 (19BBCV00473 – Judge Kralik); (12) Gonzalez-Arellano v. Starchild Interventions (21STCV10947);
5 (13) Ba v. Advantage Gold LLC (20SMCV01687 – Judge Epstein); (14) Godinez v. The Natures
6 Bounty Co. (20CHCV00263- Judge Sandvig; (15) Martinez v. Alfred Club, LLC (19STCV44314-
7 Judge Jones); (16) Cam Luu, et al. v. PMI Management, LLC (21STCV11962) – Judge Leis); (17)
8 Alexandre Passos, et al. v. Beaumont Management Co. Inc., et al. (20VECV00962 – Judge Fahey);
9 (18) Gerardo Linares, et al. v. Adept Fasteners, Inc. (21CHCV00181- Judge Pfahler); (19) Lisa Clark,
10 et al. v. Allstate Investment Group, Inc. (21SMCV00632 - Judge Zukin); (20) Mariam Davtyan, et al.
11 v. IN2VISION Programs, LLC (21NWCV00175- Judge Bernal); (21) Erik Lopez, et al. v. The Switch
12 Enterprises, LLC (21BBCV00710 - Judge Hofer); and (22) Arin Shipley, et al. Robsag Inc., et al. (
13 20GDCV00578 - Judge Leis) (23) Aivazian v Lakeside Medical Group (BC701224-Judge Nelson);
14 (24) Gragoosian v. Volt Management Corporation (20STCV28854- Judge Fruin); (25) Hill; Ramirez
15 v. Melrose Gardens LA, LLC (21STCV05842- Judge Tamzarian); (26) Gutierrez v Buca, Inc.
16 (19BBCV01008- Judge Kralik); and 27. Gonzalez v 4 Over, LLC – (18STCV01287-Judge Riff).

17 11. As required by Labor Code § 2699(1)(2), Plaintiffs have submitted the motion requesting the
18 Court's approval of the Agreement, along with a copy of the fully executed Agreement to the LWDA.
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
20 and correct.

21 Executed this May 10, 2023, at Glendale, California.

22 /s/ Haig B. Kazandjian

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24 Haig B. Kazandjian, Esq
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EXHIBIT 1

**HAIG B.
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October 16, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

Fitness International, LLC
Agent for Service of Process
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

JEFFREY STEIN
Agent for Service of Process
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
Fitness International, LLC and Jeffrey Stein**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mr. Elijah Westcott ("EMPLOYEE") who seeks penalties from Fitness International, LLC, dba LA Fitness ("EMPLOYER"), and Jeffrey Stein ("AGENT") on his own behalf, on behalf of the State of California, and on behalf of all others similarly situated for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on his own behalf, on behalf of the State of California, and on behalf of all others who were employed by EMPLOYER, each who suffered one or more Labor Code violations specifically enumerated in the Private Attorney General Act ("aggrieved employees"). This letter is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3.

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Factual Background

EMPLOYER employed EMPLOYEE as an hourly-paid, non-exempt employee at its 144 S Brand Blvd., Glendale, CA 91204 location from approximately December 23, 2019 through March 10, 2020. EMPLOYEE received his last paycheck on or about March 11, 2020. While employed by EMPLOYER, EMPLOYEE worked as a Sales Agent, providing on-site sales support for generating new fitness memberships.

EMPLOYEE is informed, believes, and thereupon alleges that Fitness International, LLC is a California corporation licensed to do and doing business in California. EMPLOYER provides public fitness clubs and facilities. EMPLOYER has approximately 90 locations in California, and additional locations throughout the United States.

EMPLOYEE is informed, believes, and thereupon alleges that AGENT is an officer and/or agent of the above entity. Acting in that capacity, at all relevant times AGENT oversaw, managed, and/or was otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the EMPLOYER'S timekeeping system and how EMPLOYEE clocked in and out.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using EMPLOYER'S payroll/time management system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees EMPLOYEE approximates EMPLOYER employ(s) over 10,000 employees ("aggrieved employees") who worked for EMPLOYER during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

California Labor Code Section 432 provides, “If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYER, and regular first class mail to EMPLOYERS’ California agent for service of process, that EMPLOYER provide him with his wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS’ principal place of business.

Attached as “Exhibit A” is a true and correct copy of the aforementioned correspondence.

Pages seven (7) and eight (8) of Exhibit A reflect that EMPLOYEE first requested the employment documents to which he is statutorily entitled on March 17, 2020. Pages one (1) through six (6) of Exhibit A show that because of EMPLOYER’s refusal to respond to EMPLOYEE’s initial request, on April 12, 2020 EMPLOYEE was forced to again demand the employment documents to which he is statutorily entitled, along with a Complaint for Damages and Other Relief.

Page 9 of Exhibit A indicates that EMPLOYER finally responded to EMPLOYEE’s requests on August 19, 2020 – more than five (5) months after EMPLOYEE’s initial request, and more than four (4) months after EMPLOYEE’s second request for the employment documents to which he is statutorily entitled, far exceeding the time period within which EMPLOYER was required to respond by pursuant to Labor Code Section 226 and 432, and 1198.5.

Further still, EMPLOYER has not provided all of the information and/or documents requested, including, but not limited to, EMPLOYEE’s pay stubs.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney’s fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

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Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for time such worked, and two (2) times their regular rate of pay ("double time") for such hours worked in excess of twelve (12) hours in a day. "Regular rate" includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant time period, EMPLOYEE and other aggrieved employees regularly worked in excess of eight (8), and in excess twelve (12), hours in a workday and/or forty (40) hours in a workweek.

Attached as "Exhibit B" are examples of such violations.

Page one (1) and page two (2) of Exhibit B show that EMPLOYER records indicate that EMPLOYEE clocked-in and clocked-out almost invariably throughout his employment on whole, round numbers. Such records do not appear when EMPLOYER is accurately recording the time that EMPLOYEE spent under EMPLOYER's control, but instead occur when EMPLOYER is merely recording EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was not paid for the substantial amount of time he spent working outside his scheduled hours of work, including his meal breaks and before and after his scheduled shifts.

EMPLOYER willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYER routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an

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employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYER failed to provide EMPLOYEE and other aggrieved employees with the required rest and meal break periods. EMPLOYEE and other aggrieved employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE and other aggrieved employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

Attached as "Exhibit B" are examples of such violations.

Page one (1) and page two (2) Exhibit B show that EMPLOYER records indicate that EMPLOYEE almost invariably received an exactly one (1) hour lunch break every day that he worked for EMPLOYER. Such whole, round numbers do not occur when EMPLOYER is recording the time that EMPLOYEE actually spent on their lunch breaks, but instead occur when EMPLOYER is merely recording when EMPLOYEE is scheduled to take their lunch.

Furthermore, on page one (1) of Exhibit B, EMPLOYER records indicate that EMPLOYEE "waived" their lunch break on January 7, 2020 despite such being contrary to law.

EMPLOYER records fail to properly indicate that lunches were routinely taken late on Mondays because EMPLOYEE and other aggrieved employees would be tasked with promoting on college campuses, or that lunches were routinely taken after 4:00 p.m. on Thursdays and Fridays.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYER systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other aggrieved employees in an attempt to hide the aforementioned infractions. EMPLOYER, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYER knew, or should have known, that their behavior caused EMPLOYEE and other aggrieved employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYER still chose not to pay meal and rest period premiums required by law.

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Pursuant to the foregoing, EMPLOYER violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Attached as "Exhibit B" are examples of such violations.

Page one (1) and page two (2) of Exhibit B show that EMPLOYER records indicate that EMPLOYEE clocked-in and clocked-out almost invariably throughout his employment on whole, round numbers. Such records do not appear when EMPLOYER is accurately recording the time that EMPLOYEE spent under EMPLOYER's control, but instead occur when EMPLOYER is merely recording EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was not paid for the substantial amount of time he spent working outside his scheduled hours of work, including his meal breaks and before and after his scheduled shifts.

Due to the company-wide failures of EMPLOYER, EMPLOYEE and other aggrieved employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYER failed to pay EMPLOYEE and other aggrieved employees minimum wage for this time and/or falsified timekeeping records to hide this fact.

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Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYER knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYER failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYER did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYER willfully failed to maintain accurate payroll records for EMPLOYEE and other aggrieved employees as a result of EMPLOYER failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYER failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYER failure makes it impossible for EMPLOYEE and other aggrieved employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

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Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYER failed to pay EMPLOYEE and other aggrieved employees all wages due to them, including, but not limited to: overtime, minimum wages, split shift pay and/or reporting time pay within the statutorily required time period.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYER terminated their employment relationship with EMPLOYEE on March 10, 2020. As such, EMPLOYEE was due all wages owed to him immediately at the time of termination.

EMPLOYEE did not receive their final pay check until on or about March 11, 2020. When EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE.

EMPLOYER willfully failed to timely pay EMPLOYEE and other aggrieved employees who are no longer employed by EMPLOYER all wages earned, including, but not limited to: overtime, minimum wages, rest period premium wages, meal period premium wages, accrued time off, and/or reporting time pay.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

**HAIG B.
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Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about December 20, 2019, and EMPLOYEE continued to work for EMPLOYER until on or about March 7, 2020. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, his rate of pay (including overtime), his right to accrue and request paid sick leave, and his right to file a complaint against EMPLOYER should they infringe upon such rights. EMPLOYER failed to furnish EMPLOYEE and other aggrieved employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other aggrieved employees were directed and expected to incur personal expenses on behalf of EMPLOYER while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other aggrieved employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER failed to indemnify EMPLOYEE and other aggrieved employees for all necessary expenditures or losses accordingly.

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Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYER failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYER was and is an employer, acting on behalf thereof, violated EMPLOYEE and other aggrieved employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

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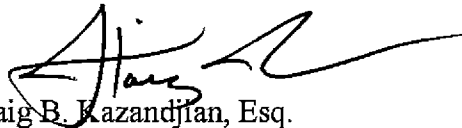
Conclusion

Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other aggrieved employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other aggrieved employees, and the State of California against EMPLOYER for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC

A handwritten signature in black ink, appearing to read 'Haig B. Kazandjian', with a long, sweeping horizontal line extending to the right.

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Kevin P. Crough, Esq.

EXHIBIT 2

HAIG B. KAZANDJIAN

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Re: Invoice for Professional Services PAGA Elijah Westcott vs Fitness International, LLC

ITEMIZED HOURLY FEES

Dates	Hours	Description	Rate	Billable
03/09/2021	1.5	OSC Re: Failure to File Proof of Service	\$625	\$937.5
05/20/2021	1.2	OSC Re: (Entry of Default Judgment/Default Prove-up Pursuant to Code of Civil Procedure § 585)	\$625	\$750
05/20/2021	1.25	Prepare and appear at Case Management Conference	\$625	\$781.25
07/22/2021	1.5	OSC Re: (Related Case Determination Re21STCV03796 and 37-)	\$625	\$937.5
07/22/2021	1.25	Prepare and appear at Case Management Conference	\$625	\$781.25
12/06/2021	1	OSC Re: (Dismissal After Settlement)	\$625	\$625
12/15/2022	1	OSC Re: (Dismissal After Settlement)	\$625	\$625
03/02/2022	1.5	OSC Re: (Dismissal After Settlement)	\$625	\$937.5
06/28/2022	2	OSC Re: (Dismissal After Settlement)	\$625	\$1250
09/27/2022	1	OSC Re: (Dismissal After Settlement)	\$625	\$625
03/15/2023	1.2	OSC Re: (Dismissal After Settlement)	\$625	\$750

Hours	Description	Rate	Billable
4.25	Pre-Lawsuit Investigation of the Key Facts with a Focus on Representative Action elements, including but not limited to adequacy of Potential Plaintiff(s), Pre-Lawsuit Investigation of the Merits of Plaintiff Garcia's Claims and the Merits of the Claims of Other Representative Class Members Civil Penalties Under the	\$625	\$2,656.25

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	California Private Attorneys General Act of 2004, Labor Code §§ 2698, <i>et seq</i>		
2.75	Pre-Lawsuit Inquiry and Analysis of Potential Civil Penalties Exposure of Defendants with Respect to the Damages Sustained By/Civil Penalties Owed to Plaintiff and the Representative Class	\$625	\$1,718.75
1	Pre-Lawsuit Legal Research & Analysis of Latest Off-the-Clock, Meal and Rest Break Law, Failure to Reimburse Business Expenses, and Representative PAGA Decisions, including all New Relevant DLSE Materials	\$625	\$625
2	Investigation of Defendants' Organization and Corporate Structure, Vendors, and Executive Reporting Structure as they Related to the Employment and Management of the Representative Class Members	\$625	\$1,250
2	Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage and Hour Issues and Establishing Willfulness and Uniformity	\$625	\$1,250
3.25	Research and Analysis of Potential Defenses Defendants May Raise, Including, Non- Compensable Off-the-Clock Work, Waiver, and Compliant Policies	\$625	\$2,031.25
3.5	Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Discovery, Liability, and Civil Penalties	\$625	\$2,187.5
2.25	Analysis and Review of Personnel Documents/Client Docs of Plaintiff	\$625	\$1,406.25

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1.5	Investigation and Inquiry Regarding Potential Putative Class Member Witnesses	\$625	\$937.5
2.75	Investigation and Analysis of the Duties and Tasks Performed by Representative Class Members Off-the-Clock with Corresponding Research Re Whether These Tasks Are Compensable Under California Wage-and- Hour Laws	\$625	\$1,718.75
2.25	Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	\$625	\$1,406.25
10.5	Meet and Communicate with Named Plaintiff throughout the Pendency of the Case	\$625	\$6, 562.5
1.0	Draft, edit, review and send Records Request document.	\$625	\$625
2.	Draft, edit, review and route PAGA Notice to LWDA	\$625	\$1,250
4.25	Draft, edit, review and file PAGA Complaint (20GDCV01113)	\$625	\$2,656.25
1.2	Draft Declaration of Elijah Westcott In Support Of Plaintiffs PAGA Complaint.	\$625	\$750
.1	Reviewing Court's Minute Order dated 03/09/21	\$625	\$62.5
.2	Email correspondence with plaintiffs' co-counsel.	\$625	\$125
.4	Received, reviewed Declaration of Manuel Banuelos and Memorandum Of Points And Authorities.	\$625	\$250
.25	Emails to/from plaintiff Ferrer's counsel, re the status of PAGA lawsuit, scheduling a phone call.	\$625	\$156.25
.4	Phone correspondence with plaintiff Ferrer's counsel.	\$625	\$250

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1.0	Emails to/from co-counsel and defense counsel, re Mediation, also checking availability of mediators.	\$625	\$625
4.	Draft, edit, and review Plaintiff's discovery propounded to Defendant FITNESS INTERNATIONAL, LLC	\$625	\$2500
1.	Review Defendant's Answer to Complaint.	\$625	\$625
.5	Prepare, draft, and sent Plaintiff's Case Management Statement to all counsel.	\$625	\$312.5
.5	Email correspondence with opposing counsel regarding informal discovery.	\$625	\$312.5
.1	Review Defendant's Case Management Statement.	\$625	\$62.5
.1	Reviewing Court's Minute Order dated 05/20/21	\$625	\$62.5
.3	Phone correspondence with opposing counsel re the notice of related cases.	\$625	\$187.5
.4	Review complaints in the other related PAGA matters.	\$625	\$250
.1	Emails to/from plaintiff Ferrer's counsel, scheduling a phone call with Michael Singer.	\$625	\$62.5
.3	Receive, review Defendant's Case Management Statement and Notice of Related Case.	\$625	\$187.5
1.2	Emails from Plaintiff Ferrer's counsel re information requested for mediation.	\$625	\$750
.5	Emails from Plaintiff Ferrer's counsel re-records.	\$625	\$312.5
.1	Reviewing Court's Minute Order dated 07/22/21	\$625	\$62.5
.2	Emails/ to from Kristina De La Rosa, Esq. regarding mediation invoice,	\$625	\$125

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2.	Draft, edit, review, send Notice of Ruling for the CMC and OSC Re: Related Case Determination	\$625	\$1250
1.	Email discussion with Plaintiff Ferrer's counsel re time records. Scheduling a phone call, getting ready for upcoming mediation.	\$625	\$625
.2	Emails from Plaintiff's counsel, re time records.	\$625	\$125
.25	Email correspondence with plaintiffs' counsel, re mediation fee.	\$625	\$156.25
.2	Received, paid mediation invoice.	\$625	\$125
.1	Reviewing Court's Minute Order dated 08/31/21	\$625	\$62.5
.1	Reviewing Court's Minute Order dated 12/06/21	\$625	\$62.5
1.	Email correspondence with plaintiffs' counsel, discussing SA	\$625	\$625
.1	Receive, review Minute Order for the 6/28/2022 hearing	\$625	\$62.5
.1	Reviewing Court's Minute Order dated 03/02/22	\$625	\$62.5
.1	Reviewing Court's Minute Order dated 03/23/22	\$625	\$62.5
.1	Reviewing Court's Minute Order dated 06/28/22	\$625	\$62.5
.25	Draft, edit, review, sent Notice of Case Reassignment to counsel.	\$625	\$156.25
1.5	Draft, review, sent Plaintiff's individual Settlement Agreement to client for signature.	\$625	\$937.5
.1	Send Plaintiff's signed individual Settlement Agreement to Counsel.	\$625	\$62.5
.1	Reviewing Court's Minute Order dated 09/27/22	\$625	\$62.5
.25	Email correspondence with counsel, re signatures. Sent SA to client for signature.	\$625	\$156.25

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.25	Receive, review Court's Minute Order.	\$625	\$156.25
.1	Reviewing Court's Minute Order dated 12/15/22	\$625	\$62.5
1.	Draft edit, review, and file Declaration of Melissa Robinson Re Status of The Case And OSC Re Dismissal	\$625	\$625
.1	Reviewing Court's Minute Order dated 03/15/23	\$625	\$62.5
.25	Email correspondence with plaintiffs' counsel, re declaration and reviewing the motion.	\$625	\$156.25
.4	Email correspondence with plaintiffs' counsel, discussing updates.	\$625	\$250
1.	Receive, review, sign First Amended Complaint.	\$625	\$625
.2	Notice of Entry of Order Granting Leave to File a First Amended Complaint.	\$625	\$125
2.25	Corresponding with and Reviewing Damages Model Prepared by Expert to Review Time and Pay Data Prepared by Defendants and Compiling the Mediation Exhibits	\$625	\$ 1406.25
1.25	Meet and Confer with Defense Counsel, Solicit and Review Competing Bids from Third-Party Administrators Coordinate Settlement Administration with Settlement Administrator, (including estimated time to continue coordination efforts after obtaining Approval and Prior to Distribution)	\$625	\$781.25
1.75	DECLARATION IN SUPPORT	\$625	\$1093.75

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	OF SETTLEMENT MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) SETTLEMENT		
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Total hours: 88.5

Total Billable: \$ 55,312.5

EXHIBIT 3

**HAIG B.
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Re: Invoice for Professional Services PAGA Elijah Westcott vs Fitness International, LLC

ITEMIZED CASE EXPENSES FEES

Date	Hours	Description	Rate	Billable
03/17/2020	FEE	Certified Mailing FEE	-----	\$8.60
10/16/2020	FEE	PAGA Filing FEE	-----	\$75
12/21/2020	FEE	Case Initiation FEE	-----	\$454.22
01/07/2021	FEE	E-filing FEE	-----	\$53.45
01/13/2021	FEE	Consulting FEE	-----	\$55
08/03/2021	FEE	Mediation FEE	-----	\$1500

ITEMIZED CASE EXPENSES TOTAL:

\$ 2,146.27