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FILED
Superior Court of California
County of Los Angeles
02/19/2025

David W. Styblo, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KARIM BENZAKOUR, individually, on behalf
of all others similarly situated,

Plaintiff,
v.

F45 TRAINING INCORPORATED, a domestic
corporation; and DOES 1 through 50, inclusive,

Defendant.

Case No.: 20STCV49535

[The Honorable Laura A. Seigle, Dept. 17]

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENTS AND ENTERING
JUDGMENT**

Date: February 7, 2025
Time: 9:00 a.m.
Dept.: SS-17

Complaint Filed: December 29, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 Karim Benzakour (“Class Representative” or “Plaintiff”) against Defendant F45 Training
4 Incorporated (“Defendant”). The Motion for Final Approval of Class Action Settlement came
5 before this Court, on February 7, 2025.

6 **WHEREAS**, on October 16, 2024, Judge Laura A. Seigle granted preliminary approval of
7 the Class Action and PAGA Settlement Agreement dated October 9, 2024 (“Agreement”) and
8 attached to the Supplemental Declaration of Frank H. Kim dated February 7, 2025 as Exhibit “7.”

9 **WHEREAS**, Plaintiff Karim Benzakour has applied to the Court for an order granting final
10 approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of Final Judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Frank H. Kim,
15 Karim Benzakour; Helen U. Kim, and Lluvia Islas of Phoenix Settlement Administrators and the
16 supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and
19 Aggrieved Employees that the Court has subject matter jurisdiction to approve the Agreement;

20 2. The Court hereby grants full and final approval of the terms and conditions
21 contained in the Agreement between Plaintiff and Defendant, and the Agreement is hereby fully
22 and finally approved and shall be carried out and effectuated according to its terms and this Order;

23 3. This Order incorporates by reference the definitions in the Agreement and all terms
24 defined therein shall have the same meaning in this Order;

25 4. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
26 in compliance with California Code of Civil Procedure, the California and United States
27 Constitutions (including the due process clauses), the California Rules of Court and any other
28 applicable law, and in the best interest of each of the Parties, the Settlement Class Members and

1 the Aggrieved Employees, and is hereby finally approved in all respects.

2 5. The Parties are hereby directed to perform the terms of the Settlement as described
3 in the Agreement according to its terms and provisions.

4 6. The Agreement, including its Releases of Claims, is binding on Plaintiff and all
5 other Settlement Class Members and Aggrieved Employees, as well as their respective former and
6 present representatives, agents, attorneys, heirs, administrators, successors, and assigns.

7 7. The Court finds that no valid requests for exclusion or objections have been made
8 to the settlement.

9 8. The Court finds that the Class Notice and notice methodology implemented
10 pursuant to the Agreement (i) constituted the best practicable notice; (ii) constituted notice that
11 was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of
12 the pendency of the Action, their right to object to or exclude themselves from the proposed
13 Agreement and their right to appear at the Final Approval Hearing; (iii) were reasonable and
14 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
15 met all applicable requirements of the California Code of Civil Procedure, the California and
16 United States Constitution (including the Due Process Clause), the California Rules of Court and
17 any other applicable law.

18 9. For purposes of this settlement only, the Settlement Class Members are defined as:
19 “all Models who were engaged for at least one Shoot during the Class Period”.

20 10. The “Class Period” is from December 29, 2016 through October 16, 2024.

21 11. For purposes of this settlement only, the Aggrieved Employees are defined as: “any
22 Model who was engaged for at least one Shoot during the PAGA Period”.

23 12. The “PAGA Period” is from December 15, 2019 through October 16, 2024.

24 13. The Agreement is not an admission of liability or fault by Defendant or Released
25 Parties, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing or
26 violation of law by Released Parties. Neither this Final Order, the Agreement, nor any document
27 referred to herein, nor any action taken to carry out the settlement, shall be construed or deemed
28 an admission of liability, culpability, negligence, or wrongdoing on the part of the Released

Parties.

14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member, each a “Participating Class Member,” shall fully release and discharge the Released Parties pursuant to the following release :

“All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any manner of cause of action, claim, demand, right, suit, obligation, debt contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys’ fees), whether in law or in equity, under contract, tort, or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, including without limitation any and all alleged violations of the California Labor Code, the California Code of Regulations, the California Business & Professions Code, or the California Industrial Welfare Commission Wage Orders, based on or arising out of the Class Period factual allegations in the Operative Complaint.”

15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Aggrieved Employee shall fully release and discharge the Released Parties pursuant to the following release:

“All Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims for PAGA civil penalties, known or unknown, that were alleged or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including without limitation any and all claims for civil penalties based on alleged violations of the California Labor Code, the California Code of Regulations, the California Business & Professions Code, or the California Industrial Welfare Commission Wage Orders, and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.”

16. Plaintiff, all Settlement Class Members, all Aggrieved Employees, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any

benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Releases of Claims; and (ii) organizing such Settlement Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Releases of Claims.

17. The Agreement provides that the Gross Settlement Amount is three hundred seventy-five thousand dollars and zero cents (\$375,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

18. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kim Legal APC and Helen Kim Law, APC as Class Counsel in the Action.

20. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$123,750.00 shall be paid for attorney fees and \$35,000.00 shall be paid for litigation costs.

21. The unopposed application of Class Counsel for an enhancement payment to Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$10,000.00 Class Representative Enhancement Payment shall be allocated to Class Representative Karim Benzakour.

22. The unopposed application of Class Counsel for claims administration fees to Phoenix Settlement Administrators is hereby granted. Of the Gross Settlement Amount, \$8,950.00 shall be paid for settlement administration fees.

23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

24. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development

Agency (“LWDA”) in the amount of \$18,750.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$6,250.00 shall be allocated to the Net Settlement Amount for distribution to the Aggrieved Employees.

25. If a Class Member does not cash his or her settlement check by the void date, the uncashed funds shall be transmitted by the Administrator to the California Controller’s Unclaimed Property Fund in the name of the Class Member.

26. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, the Settlement Class Members and the Aggrieved Employees, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, the Settlement Class Members and the Aggrieved Employees, 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; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

27. Upon entry of this Order, Final Judgment in this matter is hereby entered, except as otherwise provided in the Agreement. Plaintiff, the Settlement Class Members, the Aggrieved Employees, and Class Counsel shall bear their own attorneys’ fees, costs, and expenses incurred by them in or arising out of the Action and shall not seek reimbursement thereof from the Released Parties.

28. In the event that the settlement does not become effective in accordance with the terms of the Agreement, then this Order shall be rendered null and void to the extent provided by and in accordance with the Agreement and shall be vacated.

29. The Court orders the following schedule for further proceedings:

a. Deadline for Class Counsel to file a declaration regarding disbursement of settlement funds: November 3, 2025.

b. Non-Appearance Case Review: November 10, 2025 at 8:30 a.m.

1 **IT IS SO ORDERED.** AND JUDGMENT IS SO ENTERED.

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4 **DATED:** 02/19/2025



Laura Seigle
JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge