October 17, 2025

ELECTRONICALLY FILED
AND U.S.P.S. CERTIFIED MAIL WITH RETURNED RECEIPT REQUESTED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
Email: PAGAfilings@dir.ca.gov

Re: **Private Attorneys General Act of 2004 Notice**

Employee: **Nerissa Zhang**

Employer: **Fitness International, LLC d/b/a LA Fitness**

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a), Nerissa Zhang ("Plaintiff") hereby notifies the California Labor & Workforce Development Agency ("LWDA") that she intends to seek civil penalties and injunctive relief pursuant to California Labor Code § 2699(a), (e), (f), and (k) against Fitness International, LLC d/b/a LA Fitness ("LA Fitness" or "Defendant"), and any unknown related entities involved in the violations alleged, for their violations of the California Labor Code and applicable Industrial Welfare Commission ("IWC") Wage Order(s), including, but not limited to:

- 200, 204, & IWC Wage Orders 4-2001 (failure to compensate for all hours worked);
- 1182.12, 1194, 1197 & 1198 (failure to pay minimum wage);
- 510 (failure to pay overtime wages);
- 226.7, 512 (failure to authorize and permit and/or make available meal & rest periods);
- 2802 (failure to reimburse work expenses);
- 226 & 226.3 (failure to provide timely and accurate itemized wage statements); and
- 201-203 & 256 (waiting time penalties).

Throughout the Relevant Period, Defendant committed, and continues to commit the acts herein alleged maliciously, fraudulently, and oppressively against Plaintiff and Aggrieved Employees.[1]

[1] "Relevant Period" includes the one year period preceding the date of this letter. "Aggrieved Employees" has the same meaning as defined in California Labor Code § 2699(c)(1).

<u>Background of Defendant</u>

Fitness International, LLC is a health club and gym chain based in Irvine, California, that operates several health brands and offers a variety of services related to health and fitness. These services include fitness clubs, fitness classes, personal trainers, sports leagues, and healthy living education. LA Fitness is registered in the state of California and does business in the state. LA Fitness employs hundreds of workers and conducts extensive activities in the state of California.

<u>Background of Plaintiff</u>

Plaintiff was employed by Defendant as a Personal Trainer from March 14, 2025 to July 31, 2025. Plaintiff worked at Defendant's location in Oceanside, California.

Defendant's pay structure for Plaintiff and Aggrieved Employees provides for a combination of hourly and piece-rate pay. For example, Defendant paid Plaintiff an hourly rate of $16.50 for limited tasks carried out for the benefit of Defendant, such as assessments, certification courses, and other administrative tasks. In addition, Plaintiff would also be compensated per training session, depending on the type of training session. For instance, Plaintiff was compensated at a rate of $15.00 per glute class session. Each glute class session would last one (1) hour. Plaintiff would also be compensated at a rate of $16.50 per GEX session, which would also last one (1) hour. TRN group classes would be paid at a rate of $25.50 per class, while TRN sessions would be paid at a rate of $11.00 per half-hour session. TRN group classes would last one (1) hour. All personal training sessions would be paid at a rate of $8.50 per half-hour session.

In reality, Plaintiff received very limited compensation under the regular hourly compensation structure, totaling $565.13 for the duration of Plaintiff's employment by Defendant. The majority of Plaintiff's compensation came from piece-rate pay she received per training session. However, most if not all training sessions or classes were only paid at a rate of $8.50, regardless of the nature of the training, session or class. Additionally, the time Plaintiff spent on-site between training sessions was uncompensated, even though she remained within the control of Defendant.

While Plaintiff's shifts varied in length, she worked at least fourteen (14) hours per shift, five (5) days per week. The Plaintiff worked approximately seventy (70) hours or more per week.

<u>Failure to Compensate All Hours Worked and to Pay Minimum Wages and Overtime Wages</u>:

Defendant denied Plaintiff and Aggrieved Employees proper compensation for all hours worked, including minimum wages and overtime premium wages. Defendant regularly required Plaintiff and Aggrieved Employees to work schedules of more than eight (8) hours per day and forty (40) hours per week. As a matter of fact, Plaintiff's regular shift began at 5:00am and ended at 7:00pm. Thus, Plaintiff's regular work schedule required considerable overtime work well in excess of the eight-hour limit per day and forty-hour limit per week. These hours worked are instead paid to Plaintiff and Aggrieved Employees at their regular rate of pay even though they should be compensated at overtime rates under California law, giving rise to overtime violations.

Further, Defendant fails to adequately compensate Plaintiff and Aggrieved employees for meal and rest periods at a regular hourly rate as required by California Labor Code § 226.2.

Upon information and belief, Defendant, across California, institutes a similar policy of assigning shifts lasting more than eight (8) hours per day and forty (40) hours per week without compensating employees for work performed, which results in hundreds of Aggrieved Employees performing services for the benefit of Defendant.

Failure to Provide Compliant Meal & Rest Breaks, or Premium Wages

Defendant failed to provide compliant meal and rest breaks to Plaintiff and Aggrieved Employees. Defendant's policies, practices, and procedures cause Plaintiff and Aggrieved Employees to systematically miss their meal breaks, yet Defendant does not provide them with premium payments. Plaintiff and Aggrieved Employees are frequently denied meal breaks because Defendant does not authorize, permit, and/or make available timely meal and/or rest breaks to Plaintiff and Aggrieved Employees. Defendant regularly scheduled Plaintiff and Aggrieved employees to provide personal training services in a manner that would not allow Plaintiff and Aggrieved Employees to take compliant meal and rest breaks. Moreover, when Plaintiff and Aggrieved Employees attempted to take bona fide meal breaks, they were often too busy with work during the day to have time to take a bona fide meal break. As a result, Plaintiff and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work.

Additionally, Plaintiff and Aggrieved Employees were not provided with uninterrupted, ten-minute rest periods, during which they should be completely relieved of any duty, by the end of the fourth hour of work, and again, by the end of the eighth hour of work. As with meal breaks, Defendant regularly scheduled Plaintiff and Aggrieved Employees to provide personal training services in a manner that would not allow for compliant rest breaks.

Failure to Provide Timely & Itemized Wage Statements

As outlined above, Plaintiff and Aggrieved Employees perform a substantial amount of work over eight (8) hours in a day and/or over 40 hours a week which is not compensated with overtime wages, and do not receive premium payments for untimely meal and rest periods. Therefore, Plaintiff and Aggrieved Employees do not receive accurate, itemized wage statements in accordance with Labor Code § 226. Defendant knowingly and intentionally fails to provide a wage statement that omits and/or inaccurate states the gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. For example, in Plaintiff's wage statement, the total gross and net wages earned are inaccurate because they do not include premium wages earned for missed and non-compliant meal and rest periods, and do not include overtime wages earned. Plaintiff and Aggrieved Employees cannot promptly and easily determine from the wage statement alone their accurate gross wages earned, total hours worked, all deductions, net wages earned, and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Failure to Timely Pay All Wages Following Separation from Employment

As a consequence of Defendant's failure to pay for all hours worked, including overtime premiums, and failure to pay premiums for missed, interrupted and/or untimely meal and rest, Plaintiff and Aggrieved Employees do not receive all wages owed during employment Additionally, Aggrieved Employees who are Defendant's former employees did not receive all wages owed following separation from employment. Defendant's failure to timely pay earned wages to Plaintiff and other former Aggrieved Employees was/is willful and/or intentional.

Failure to Reimburse Necessary Business Expenses

Defendant also denies Plaintiff and Aggrieved Employees proper reimbursement for business expenditures, Plaintiff and Aggrieved Employees are required to reach out to members of Defendant's facilities and future members of Defendant's facilities to conduct marketing efforts. Plaintiff and Aggrieved Employees are not provided with sufficient phone lines to conduct these mandatory marketing efforts. Thus, Plaintiff and Aggrieved Employees use their personal cell phones to conduct these calls. Defendant failed to reimburse Plaintiff and Aggrieved Employees for these mandatory marketing efforts. Additionally, Defendant failed to provide sufficient equipment to conduct personal training and/or group training session for Plaintiff and Aggrieved Employees. This includes, but is not limited to, speakers and hands-free microphones required for Plaintiff and Aggrieved Employees to execute their job duties. Defendant not only failed to provide proper equipment but failed to reimburse Plaintiff and Aggrieved Employees for paying for these items out-of-pocket.

Defendant's failure to properly reimburse Plaintiff and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of Labor Code § 2802. Upon information and belief, Defendant, across California, institutes similar policies and practices that result in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Defendant.

…

Plaintiff is represented by Schneider Wallace Cottrell Kim LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firm can be found at www.schneiderwallace.com. Plaintiff and SWCK are committed to zealously pursuing redress on behalf of the State of California and all other Aggrieved Employees for the violations set forth above.

Very truly yours,

SCHNEIDER WALLACE
COTTRELL KIM LLP

Carolyn H. Cottrell
Attorney at Law

CC via U.S.P.S. Certified Mail with Returned Receipt Requested:

Fitness International, LLC d/b/a LA Fitness
c/o CT Corporation System
330 N Brand Blvd, Suite 700
Glendale, California 91203
Registered Agent for Fitness International, LLC d/b/a LA Fitness