

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

D. LAW, INC.
Emil Davtyan (State Bar No. 299363)
emil@d.law
400 N. Brand Blvd., Suite 700
Glendale, California 91203
Telephone: (818) 875-2008
Facsimile: (818) 722-3974

Attorneys for Plaintiff Walker

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs Pardo, Verduzco, Johnson, and Gansen

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

CASSANDRA WALKER, FRANCES PARDO,
CHRISTIAN VERDUZCO, COLLIN JOHNSON,
and HANNAH GANSEN, as private attorneys
general,

Plaintiffs,

vs.

FITNESS ALLIANCE, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00020191-CU-OE-CTL

[Hon. Joel R. Wohlfeil, Department C-73]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: November 7, 2024
Time: 9:00 a.m.
Department: C-73

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff, Cassandra Walker. I make this
4 declaration on the basis of my own personal knowledge, except as to those matters stated on information
5 and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify
6 competently as to the facts stated in this declaration.

7 2. On May 1, 2023, the initial class action complaint in this matter was filed. On June 30,
8 2023, the initial class action complaint was amended to also pursue representative action under the
9 Labor Code Private Attorneys General Act of 2004 (“PAGA”). Separately, on July 14, 2023, Plaintiff
10 Pardo separately filed a class action complaint against Defendant, and on September 20, 2023, Plaintiff
11 Pardo also filed a PAGA complaint against Defendant. Collectively, Plaintiffs sued for claims for
12 alleged failures to pay an additional hour of regular rate wages for missed, late, or interrupted meal
13 periods and rest periods, to pay all wages and overtime wages, to pay all sick pay wages, to reimburse
14 all business expenses, to timely pay all wages during employment or upon termination of employment,
15 and to provide complete and accurate itemized wage statements.

16 3. The Parties met and conferred about Plaintiffs’ allegations and claims as well as
17 Defendant’s defenses, including those related to a prior settlement and various arbitration agreements
18 that contained class action waivers. The Parties also met and conferred about a pending California
19 Supreme Court decision that had the potential to eliminate the possibility of any recovery on the PAGA
20 claims. Plaintiffs also requested (and Defendant provided) additional informal discovery—including the
21 relevant numbers of aggrieved employees and pay periods, among other things—to enable the Parties to
22 explore the possibility of an informal resolution. Defendant’s willingness to produce this information
23 enabled Plaintiffs to evaluate the full scope of Defendant’s potential liability.

24 4. On February 23, 2024, the Parties attended a mediation with Tripper Ortman, an
25 experienced mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the
26 Action. Although the Parties were unable to agree to a resolution during the mediation, the Parties
27 continued to work with the mediator in the weeks thereafter. With the mediator’s assistance and based
28 on a mediator’s proposal, the Parties were able to agree to settlement terms, which were negotiated in

light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the “Agreement”), a true and correct copy of which is attached as **Exhibit 1**.

5. Plaintiffs contended that Defendant’s alleged Labor Code violations resulted in a \$100 per pay period penalty for each of approximately 28,841 relevant pay periods that allegedly involved failures to pay an additional hour of regular rate wages for missed, late, or interrupted meal periods and rest periods, to pay all wages and overtime wages, to pay all sick pay wages, to reimburse all business expenses, to timely pay all wages during employment or upon termination of employment, and to provide complete and accurate itemized wage statements.

6. Defendant contested the merits and denied it was liable at all. For example, Defendant contended that the facts showed that there were no underpayments of wages or overtime wages at all. Moreover, even if Plaintiffs prevailed on the merits, Defendant contested the extent of liability. Specifically, Defendant contended that PAGA penalties would be subject to discretionary reductions. Nonetheless, The Agreement requires Defendant to pay \$650,000.00—or approximately \$22.54 per pay period for the 28,841 relevant pay periods in which Plaintiffs contended Labor Code violations occurred. This amounts to approximately 22.54% of Defendant’s potential liability and is an excellent result for the State.

7. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the settlement to which the Parties ultimately agreed was reasonable.

8. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that the applicable law could change, that liability could not be established at trial, or that penalties awarded after trial would be reduced. I believe the settlement for the State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. The settlement is the result of extensive arms’ length negotiations between the Parties and their counsel.

1 9. My firm has incurred costs in the amount of \$9,847.49. The costs are all litigation related
2 costs, including filing fees and service fees. Attached as **Exhibit 2** is copy of the costs my firm has
3 incurred in connection with prosecution of this lawsuit.

4 10. Because Plaintiffs' Counsel seeks reimbursement of just \$30,000.00 in costs only (and
5 because Phoenix Settlement Administrators has quoted Administration Costs not to exceed \$11,500.00
6 to administer the settlement, requested attorneys' fees are \$216,666.67, and requested General Release
7 Payments are \$10,000.00 per Plaintiff), it is expected that the PAGA Penalty Fund will be \$341,833.33.
8 It is expected that the LWDA will receive \$256,375.00 as its share of PAGA Penalties and employees
9 will receive \$85,458.33 as their share of PAGA Penalties.

10 11. I am one of the primary attorneys on this matter. My qualifications are as follows: After
11 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
12 2004 with concentrations in Management and Human Resources, I continued studying labor and
13 employment issues by enrolling in post-graduate education at the School of Labor and Employment
14 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
15 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
16 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
17 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

18 12. Upon graduating from law school in 2008, I practiced labor and employment law at
19 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
20 practice focused on wage and hour class, collective, and representative actions, with a particular
21 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
22 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
23 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
24 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
25 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
26 not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8,
27 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also
28 able to obtain experience litigating representative claims or wage and hour matters through trial and

1 appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)
2 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
3 pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming
4 bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective
5 action with involving deductions from final paychecks). I also litigated class certification on numerous
6 matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining
7 denial of class certification on behalf of retail employees alleging bag check claims).

8 13. Based on my experience in wage and hour class, collective, and representative actions, I
9 have been interviewed and quoted in articles published in the Northern California Record about
10 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
11 hour class and representative action litigation, including for example articles on California kin care
12 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
13 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
14 laws in *California Transportation News*, a publication of the California Construction Trucking
15 Association.

16 14. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
17 which also focuses on employment law. I have handled a number of wage and hour class and
18 representative actions and continue litigating such matters in numerous Superior Courts and District
19 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
20 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
21 obtained class certification, and no court has ever found me to be inadequate class counsel.

22 15. I have incurred a total of 125.7 hours to date in litigating this matter. Attached as **Exhibit**
23 **3** is a summary of my hours and tasks on this matter. I also anticipate spending at least 5.0 additional
24 hours in connection with attending the approval hearing, obtaining approval of the settlement, and
25 responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved
26 employees.

27 16. My current billing rate is \$750 per hour, which is less than my billing rate would have
28 been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of \$630

1 per hour. In January of 2020, clients were billed and paid my rate of \$670 per hour. Had I remained at
2 my prior firm, I am informed and believe that my billing rate would have increased in January of 2021
3 to approximately \$710 per hour and in January of 2022 to approximately \$750 per hour. Numerous
4 courts have approved my hourly billing rate of \$750.

5 17. The total lodestar for my hours will be approximately \$98,025.00 based on an hourly rate
6 of \$750.00 per hour for 130.7 total hours.

7 18. Along with the filing of the motion for approval of the settlement in this matter, a copy of
8 the motion papers have also been uploaded to the Labor and Workforce Development Agency
9 (“LWDA”) in compliance with Section 2699(s)(2) and (4). Attached as **Exhibit 4** is a copy of the
10 LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would
11 be to direct my office staff to upload a copy of the Court’s judgment, papers, or other orders awarding
12 civil penalties under PAGA.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 16th day of October 2024, at Pasadena, California.

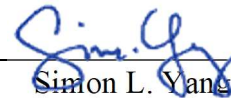
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16 
Simon L. Yang

EXHIBIT 1

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff Walker

Dennis M. Brown, Bar No. 126575
dmbrown@littler.com
Jonathan A. Heller, Bar No. 267542
jheller@littler.com

LITTLER MENDELSON, P.C.
50 W. San Fernando 7th Floor
San Jose, California 95113.2431
Telephone: 408.998.4150
Fax No.: 408.288.5686

Attorneys for Defendant

[Additional Counsel on Following Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CASSANDRA WALKER, FRANCES PARDO,
CHRISTIAN VERDUZCO, COLLIN JOHNSON,
and HANNAH GANSEN, as private attorneys
general,

Plaintiff,

vs.

FITNESS ALLIANCE, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00020191-CU-OE-CTL

[Hon. Joel R. Wohlfeil, Department C-73]

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed:

May 1, 2023

1 D. LAW, INC.
Emil Davtyan (State Bar No. 299363)
2 emil@d.law
400 N. Brand Blvd., Suite 700
3 Glendale, California 91203
Telephone: (818) 875-2008
4 Facsimile: (818) 722-3974

5 Attorneys for Plaintiff Walker

6 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
7 Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
8 Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
9 La Jolla, CA 92037
Telephone: (858)551-1223
10 Facsimile: (858) 551-1232
Website: www.bamlawca.com

11 Attorneys for Plaintiffs Pardo, Verduzco, Johnson, and Gansen
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1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. “Action” means the civil lawsuit originally entitled *Xavier Lacosta v. Fitness Alliance, LLC*, filed on or about May 1, 2023, in the Superior Court of the State of California for the County of San Diego as Case No. 37-2023-00020191-CU-OE-CTL.

1.2. Administrator. “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. Administration Costs. “Administration Costs” means the payment from the Settlement Amount to the Administrator for administering the Settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiffs’ Counsel and Defendant’s Counsel.

1.4. Aggrieved Employee. “Aggrieved Employee” means any person employed by Defendant in California as a non-exempt employee at any time from July 8, 2022, through April 26, 2024. Defendant represents that there are approximately 1,840 Aggrieved Employees.

1.5. Agreement. “Agreement” means this Joint Stipulation of PAGA Settlement.

1.6. Approval Order. “Approval Order” means an order approving this Agreement.

1.7. Attorneys’ Fees and Costs. “Attorneys’ Fees and Costs” means the attorneys’ fees and costs payment from the Settlement Amount for Plaintiffs’ Counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.8. Court. “Court” means the Superior Court of California for the County of San Diego.

1.9. Effective Date. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order and (b) the Judgment is final and is no longer appealable. The Judgment is final and no longer appealable upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be

1 timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling,
2 dismissal, denial, or otherwise, the date after the last date for filing a request for further review of the
3 order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed
4 and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and
5 further review of the order approving the Settlement is requested, the day after the review is finally
6 dismissed or denied with prejudice and/or no further review of the order can be requested.

7 **1.10. General Release Payments.** “General Release Payments” means the consideration to
8 Plaintiffs for their additional general releases and waivers of Civil Code section 1542, as well as in
9 recognition of their efforts and work in prosecuting the Action on behalf of the State.

10 **1.11. PAGA Penalty Fund.** “PAGA Penalty Fund” means the Settlement Amount allocated
11 to PAGA penalties.

12 **1.11.1. LWDA Payment.** “LWDA Payment” means a payment of 75% of the PAGA
13 Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

14 **1.11.2. Employee Payment.** “Employee Payment” means each Aggrieved Employee’s
15 payment and share of 25% of the PAGA Penalty Fund.

16 **1.12. PAGA Period.** “PAGA Period” means from July 8, 2022, through April 26, 2024.

17 **1.13. Parties.** “Parties” means Plaintiffs and Defendant.

18 **1.13.1. Plaintiffs.** “Plaintiffs” means Cassandra Walker, Frances Pardo, Christian
19 Verduzco, Collin Johnson, and Hannah Gansen.

20 **1.13.2. Defendant.** “Defendant” means Fitness Alliance, LLC.

21 **1.14. Released Party.** “Released Party” means Defendant and any of its parents or
22 subsidiaries and any of their former and present officers, owners, directors, members, attorneys,
23 insurers, predecessors, managing agents, and successors and assigns.

24 **1.15. Settlement Amount.** “Settlement Amount” means the maximum potential settlement
25 amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments) and any
26 Administration Costs, Attorneys’ Fees and Costs, and General Release Payments—that Defendant may
27 be required to pay in connection with an Approval Order.
28

1 **2. RECITALS**

2 **2.1. Initiation of Actions.** On or about May 1, 2023, the initial class action complaint in this
3 matter was filed. On June 30, 2023, the initial class action complaint was amended to also pursue
4 representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
5 Separately, on July 14, 2023, Plaintiff Pardo had separately filed a class action complaint against
6 Defendant, and on September 20, 2023, Plaintiff Pardo also had separately filed a PAGA complaint
7 against Defendant.

8 **2.2. Initial Investigation.** The Parties met and conferred about Plaintiffs’ allegations and
9 claims and Defendant’s defenses. The Parties exchanged information and documents that Plaintiffs
10 contended supported the claims and that Defendant contended supported its defenses, including those
11 related to a prior settlement and various arbitration agreements. The Parties engaged in informal
12 discovery that enabled the Parties to explore the possibility of an informal resolution of all matters the
13 Plaintiffs had initiated against Defendant.

14 **2.3. Mediation.** On February 23, 2024, the Parties attended a mediation with Tripper
15 Ortman, an experienced mediator knowledgeable of both the wage and hour laws and representative
16 action claims at issue in the Action. Although the Parties were unable to agree to a resolution during the
17 mediation, the Parties continued to work with the mediator in the weeks thereafter. With the mediator’s
18 assistance and based upon a mediator’s proposal, the Parties ultimately were able to agree to settlement
19 terms, which were negotiated in light of all known facts and circumstances—including the uncertainty
20 associated with litigation, the risks of significant delay, and numerous potential appellate issues. The
21 settlement was achieved only after extensive arm’s length negotiations. Based on Plaintiffs’ Counsel’s
22 ongoing investigation and evaluation, Plaintiffs’ Counsel is of the opinion that the terms of this
23 Agreement are fair, reasonable, and adequate, and in the best interests of the State.

24 **2.4. No Admission of Liability.** Defendant denied and continues to deny all allegations
25 made by Plaintiffs in the Action. Although Defendant denied and continues to deny all allegations
26 made by Plaintiffs in the Action, Defendant—without admitting or conceding any liability or
27 wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this
28

Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

3. SETTLEMENT PROCEEDS

3.1. Settlement Amount. Defendant agrees to pay a non-reversionary Settlement Amount of \$650,000.00, which was negotiated based on Defendant's representation that there are 28,841 relevant pay periods worked from July 8, 2022, through April 26, 2024. To the extent that there ultimately are more than 28,841 relevant pay periods, and the number of relevant pay periods increases by more than 10.0% (i.e., by more than 2,884), Defendant shall have the option to either (i) fix the end date of the PAGA Period as of the date on which the number of relevant pay periods reaches 31,725 or (ii) increase the Settlement Amount on a pro rata basis equal to the percentage increase in the number of relevant pay periods exceeding 10.0%.

3.1.1. Attorneys' Fees and Costs. 33 $\frac{1}{3}$ % of the Settlement Amount (or \$216,666.67) and litigation costs of not more than \$30,000.00 are designated as Attorneys' Fees and Costs.

3.1.2. General Release Payments. \$10,000.00 per named plaintiff is designated as General Release Payments. These payments will be reported on IRS Form 1099s issued to the Plaintiffs by the Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Awards shall not be sufficient grounds to void the Settlement Agreement. In the event the Court approves General Release Payments for amounts less than \$10,000.00 to any or all of the Plaintiffs, the unawarded difference will remain allocated to the PAGA Penalty Fund.

3.1.3. Administration Costs. Based on quotes received from third-party administrators, Administration Costs shall be no more than \$11,500.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to minimize Administration Costs.

3.1.4. PAGA Penalty Fund. Except for any amounts approved for the Attorneys' Fees and Costs, General Release Payments, and Administration Costs, the remaining Settlement Amount shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to the Aggrieved

1 Employees based on a pro rata basis, based on the number of relevant pay periods worked by each
2 Aggrieved Employee. Employee Payments shall be distributed to Aggrieved Employees in separate
3 checks, without the need to submit a claim form.

4 **3.2. Payment Considerations.** All payments shall be characterized as IRS Form 1099
5 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are
6 not giving any tax advice in connection with the settlement or any payments to be made pursuant to this
7 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
8 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
9 upon as such. All recipients of settlement payments shall be solely responsible for paying any
10 applicable taxes on their respective payments and shall indemnify and hold harmless the Parties from
11 any claim or liability for taxes, penalties, or interest arising as a result of the payments.

12 **3.3. Funding and Distribution.** By 14 days after the Effective Date, Defendant shall deposit
13 an initial \$216,666.66 payment to the Administrator. By 30 days after the initial payment, Defendant
14 shall thereafter make a second payment of \$216,666.67 to the Administrator. By 30 days after the
15 second payment, Defendant shall make a third payment of \$216,666.67 to the Administrator. By 14
16 days after receipt of the Settlement Amount, the Administrator shall distribute all amounts to be paid
17 pursuant to this Agreement and Approval Order.

18 **4. SETTLEMENT ADMINISTRATION**

19 **4.1. Administrator.** For purposes of distributing payments and administering the settlement,
20 the Administrator shall be Phoenix Settlement Administrators.

21 **4.2. Data for Administrator.** Within 14 days of the Approval Order, Defendant shall
22 provide to the Administrator each Aggrieved Employee's last known mailing address, as well as data
23 sufficient for the Administrator to perform all necessary responsibilities pursuant to this Agreement.

24 **4.3. Mailing of Settlement Payments.** The Administrator shall send payments to all payees
25 via First Class U.S. Mail. For Aggrieved Employees, the Administrator shall use the last known
26 mailing address for each Aggrieved Employee, based on data provided by Defendant. Any mailings
27 returned to the Administrator as undeliverable shall be promptly resent via First Class U.S. Mail to the
28 forwarding address on the returned mailing. If no forwarding address is provided, the Administrator

1 shall promptly attempt to determine the correct address using a single skip-trace search and shall then
2 promptly send a single re-mailing.

3 **4.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
4 will expire after 180 calendar days after the postmarked date of their mailing. After 180 calendar days,
5 the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct
6 the principal for any expired checks in accordance with the Approval Order. The Parties shall request
7 that the Court order that the principal for any expired checks be distributed to the State Controller
8 Unclaimed Property Fund in the name of the Aggrieved Employee.

9 **4.5. Certification of Completion.** Upon completion of administration of the settlement, the
10 Administrator shall provide written certification of such completion to Plaintiffs' Counsel and
11 Defendant's Counsel.

12 **5. RELEASES**

13 **5.1. Releases by LWDA.** By operation of the entry of the Approval Order, and except as to
14 such rights or claims as may be created by this Agreement, Plaintiffs as proxies for the State and the
15 LWDA fully release Defendant and each Released Party from any and all PAGA claims from July 8,
16 2022, through April 26, 2024, that were actually alleged, or that could have been alleged against
17 Defendant based on the facts stated in the Action, as well as the Labor & Workforce Development
18 Agency letters, including PAGA claims for alleged violations of Labor Code sections 201-204, 210,
19 218, 221, 226(a), 226.7, 227.3, 233, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802;
20 California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B); California Code of
21 Business Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating); all applicable Industrial
22 Welfare Commission Wage Orders ("Wage Orders"); and for any and all claims for civil penalties that
23 arose during the PAGA period including: a) any claims for unpaid compensation, or compensation at
24 the incorrect rate (including, but not limited to, minimum wages, overtime pay, double-time pay, sick
25 pay, reporting pay, vacation pay, etc.); (b) any claims for failure to provide meal periods in accordance
26 with the California Labor Code and/or applicable Wage Orders, including, but not limited to, any
27 claims regarding failure to pay premium pay at the regular rate; (c) any claims for failure to authorize
28 and permit rest periods in accordance with the applicable Wage Orders or Labor Code sections,

1 including any claims regarding failure to pay premium pay at the regular rate; (d) any claims for failure
2 to provide reimbursements for business-related expenses; (e) any claims for failure to pay final wages
3 timely upon separation of employment for failure to pay wages timely; (f) any claims for failure to
4 provide sick leave or wages in lieu thereof, including any claims regarding failure to pay sick wages at
5 the regular rate; (g) any claims for failure to provide all/accurate information required to be on wage
6 statements or to maintain records required by the Labor Code; and (h) any claims for failure to provide
7 suitable seating. The Release shall expressly exclude all other claims, including claims for vested
8 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
9 insurance, disability, social security, workers' compensation, and California class claims, and PAGA
10 claims outside of the PAGA Period

11 **5.2. Additional Releases by Plaintiffs.** Plaintiffs also generally release all claims, known or
12 unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiffs
13 expressly waive all rights provided by Civil Code section 1542 that Plaintiffs may have against each
14 Released Party. Civil Code section 1542 states:

15 **A general release does not extend to claims that the creditor or releasing party does**
16 **not know or suspect to exist in his or her favor at the time of executing the release**
17 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or released party.

18 Plaintiffs acknowledge that they have read the entirety of the Agreement, including the above language
19 from the Civil Code, and that they fully understand both the Agreement and Civil Code section 1542.
20 By executing this Agreement, Plaintiffs expressly waive any benefits and rights granted pursuant to
21 Civil Code section 1542. Plaintiffs' general releases do not extend to any claims or actions to enforce
22 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
23 security benefits, or workers' compensation benefits that arose at any time.

24 **6. COURT APPROVAL**

25 **6.1. Approval Order.** The Parties shall submit an *ex parte* application, joint stipulation, or
26 motion seeking an Approval Order, which would, among other things: (i) approve the terms of the
27 settlement in this Agreement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the
28

1 release, (iv) direct that the settlement's terms and provisions be carried out; and (v) enter final
2 judgment.

3 **6.2. Effect of Failure to Obtain Approval Order.** In the event the Court fails to enter an
4 Approval Order in accordance with this Agreement, then this Agreement shall be void and
5 unenforceable, except for the Parties' agreement to seek Court approval of a settlement addressing the
6 Court's concerns.

7 **7. MISCELLANEOUS**

8 **7.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
9 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
10 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
11 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
12 to bind the Parties to all terms stated herein.

13 **7.1.1. Counterparts and Signatures.** This Agreement may be executed in
14 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
15 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
16 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
17 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
18 signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or
19 DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the
20 signature page.

21 **7.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
22 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
23 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
24 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
25 to any required Court approval. Any failure by any party to insist upon the strict performance by the
26 other party of any of the provisions of this Agreement shall not be deemed a waiver of future
27 performance of the same provisions or of any of the other provisions of this Agreement, and such party,
28

1 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
2 any and all of the provisions of this Agreement.

3 **7.1.3. Construction.** The determination of the terms and conditions of this Agreement
4 is by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement,
5 and the terms and conditions of this Agreement are not intended to be, and shall not be, construed
6 against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been
7 inserted for convenience of reference only and shall have no effect upon the construction or
8 interpretation of any part of this Agreement.

9 **7.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
10 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as
11 to render all provisions of this Agreement valid and enforceable.

12 **7.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
13 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
14 upon the request of another, agrees to perform such further acts and to execute and deliver such other
15 documents as are reasonably necessary to carry out the provisions of this Agreement.

16 **7.3. Continuing Jurisdiction.** The Parties agree that, after entry of Judgment, the Court
17 granting approval of the settlement will retain jurisdiction over the Parties, Action and the Settlement
18 solely for the purposes of (i) implementation of this Agreement and/or Judgment, (ii) addressing
19 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by
20 law.

21 **7.4. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, specifically including the payments and expenses, the Parties and their
23 respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment
24 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
25 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
26 oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations
27 to perform under this Agreement will be suspended until such time as the appeal is finally resolved and
28

1 the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
2 Amount.

3 **7.5. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
4 governed by and interpreted according to the laws of the State of California. If one or more of the
5 Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the
6 provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing
7 Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable
8 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
9 actions.

10 **[SIGNATURES ON FOLLOWING PAGE]**
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PLAINTIFF

Dated: July __, 2024

Cassandra Walker

PLAINTIFF

Dated: July 26, 2024

Frances Pardo

Frances Pardo (Jul 26, 2024 17:27 PDT)

Frances Pardo

PLAINTIFF

Dated: July 26, 2024

Christian Verduzco

Christian Verduzco (Jul 26, 2024 20:00 PDT)

Christian Verduzco

PLAINTIFF

Dated: July 26, 2024

Collin Johnson

Collin Johnson (Jul 26, 2024 17:37 PDT)

Collin Johnson

PLAINTIFF

Dated: July 26, 2024

Hannah Gansen

Hannah Gansen (Jul 26, 2024 13:55 PDT)

Hannah Gansen

DEFENDANT

Dated: July __, 2024

_____, on behalf of
Fitness Alliance, LLC

COUNSEL FOR PLAINTIFF WALKER

Dated: July __, 2024

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

**COUNSEL FOR PLAINTIFFS PARDO,
VERDUZCO, JOHNSON, AND GANSEN**

Aug 14, 2024

Dated: July __, 2024

Aparajit Bhowmik

Aparajit Bhowmik
BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

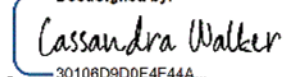
COUNSEL FOR DEFENDANT

Dated: July __, 2024

Jonathan A. Heller
LITTLER MENDELSON, P.C.

PLAINTIFF

DocuSigned by:



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Cassandra Walker

PLAINTIFF

Frances Pardo

PLAINTIFF

Christian Verduzco

PLAINTIFF

Collin Johnson

PLAINTIFF

Hannah Gansen

DEFENDANT

_____, on behalf of
Fitness Alliance, LLC

COUNSEL FOR PLAINTIFF WALKER



Simon L. Yang
DIVERSITY LAW GROUP, P.C.

**COUNSEL FOR PLAINTIFFS PARDO,
VERDUZCO, JOHNSON, AND GANSEN**

Aparajit Bhowmik
BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

COUNSEL FOR DEFENDANT

Jonathan A. Heller
LITTLER MENDELSON, P.C.

PLAINTIFF

Dated: July __, 2024

Cassandra Walker

PLAINTIFF

Dated: July __, 2024

Frances Pardo

PLAINTIFF

Dated: July __, 2024

Christian Verduzco

PLAINTIFF

Dated: July __, 2024

Collin Johnson

PLAINTIFF

Dated: July __, 2024

Hannah Gansen

DEFENDANT

August 15, 2024
Dated: July __, 2024

Helena Bermingham

Helena Bermingham, on behalf of
Fitness Alliance, LLC

COUNSEL FOR PLAINTIFF WALKER

Dated: July __, 2024

Simon L. Yang
DIVERSITY LAW GROUP, P.C.

**COUNSEL FOR PLAINTIFFS PARDO,
VERDUZCO, JOHNSON, AND GANSEN**

Dated: July __, 2024

Aparajit Bhowmik
BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

COUNSEL FOR DEFENDANT

Dated: July 31, 2024

Jonathan A Heller

Jonathan A. Heller
LITTLER MENDELSON, P.C.

EXHIBIT 2

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DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip.Classification Open
Client (hand select) Include: Lacosta, Xavier v. Fitness
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
74978	EXP	Mariana Becerra	1	75.00	75.00
4/27/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
LWDA					
75160	EXP	Olympia	3	0.25	0.75
4/30/2023		Photocopies			
WIP		Lacosta, Xavier v. Fitness			
Photocopies					
75161	EXP	Olympia	1	13.70	13.70
4/30/2023		Postage			
WIP		Lacosta, Xavier v. Fitness			
Postage					
75118	EXP	Erika Mejia	1	1490.66	1490.66
5/12/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Complaint					
75445	EXP	Erika Mejia	1	103.36	103.36
5/17/2023		Atty Service			
WIP		Lacosta, Xavier v. Fitness			
Attorney Service - Complaint Service					
75313	EXP	Erika Mejia	1	13.33	13.33
5/26/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - POS of Summons					
75562	EXP	Erika Mejia	1	13.33	13.33
7/5/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - FAC					
76057	EXP	Linda Lee	1	1.00	1.00
9/6/2023		Online researc			
WIP		Lacosta, Xavier v. Fitness			
Online Doc					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
76234	EXP	Erika Mejia	1	19.51	19.51
9/26/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Oppo to MTC Arb					
76263	EXP	Erika Mejia	1	40.10	40.10
10/3/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Stip					
76387	EXP	Valeria Tril	1	18.48	18.48
10/12/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Notice of Remote Appearance					
76621	EXP	Olympia	1	19.51	19.51
11/14/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Notice of CMC					
76860	EXP	Olympia	1	7500.00	7500.00
11/28/2023		Arbitrators			
WIP		Lacosta, Xavier v. Fitness			
Ortman Mediation					
77427	EXP	Linda Lee	1	22.60	22.60
12/14/2023		Online researc			
WIP		Lacosta, Xavier v. Fitness			
Research					
77145	EXP	Olympia	1	8.53	8.53
12/31/2023		Postage			
WIP		Lacosta, Xavier v. Fitness			
Postage					
77144	EXP	Olympia	2	0.25	0.50
12/31/2023		Photocopies			
WIP		Lacosta, Xavier v. Fitness			
Photocopies					
78440	EXP	Olympia	1	6.00	6.00
1/31/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
77583	EXP	Olympia	1	8.53	8.53
1/31/2024		Postage			
WIP		Lacosta, Xavier v. Fitness			
Postage					

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Page 1

Selection Criteria

Slip.Classification Open
Client (hand select) Include: Lacosta, Xavier v. Fitness
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
74978	EXP	Mariana Becerra	1	75.00	75.00
4/27/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
LWDA					
75160	EXP	Olympia	3	0.25	0.75
4/30/2023		Photocopies			
WIP		Lacosta, Xavier v. Fitness			
Photocopies					
75161	EXP	Olympia	1	13.70	13.70
4/30/2023		Postage			
WIP		Lacosta, Xavier v. Fitness			
Postage					
75118	EXP	Erika Mejia	1	1490.66	1490.66
5/12/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Complaint					
75445	EXP	Erika Mejia	1	103.36	103.36
5/17/2023		Atty Service			
WIP		Lacosta, Xavier v. Fitness			
Attorney Service - Complaint Service					
75313	EXP	Erika Mejia	1	13.33	13.33
5/26/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - POS of Summons					
75562	EXP	Erika Mejia	1	13.33	13.33
7/5/2023		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - FAC					
76057	EXP	Linda Lee	1	1.00	1.00
9/6/2023		Online researc			
WIP		Lacosta, Xavier v. Fitness			
Online Doc					

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Page 2

Slip ID Dates and Time Posting Status Description	Timekeeper Activity Client Reference	Units DNB Time Est. Time Variance	Rate Rate Info Bill Status	Slip Value
76234 EXP 9/26/2023 WIP OneLegal - Oppo to MTC Arb	Erika Mejia Court fees Lacosta, Xavier v. Fitness	1	19.51	19.51
76263 EXP 10/3/2023 WIP OneLegal - Stip	Erika Mejia Court fees Lacosta, Xavier v. Fitness	1	40.10	40.10
76387 EXP 10/12/2023 WIP OneLegal - Notice of Remote Appearance	Valeria Tril Court fees Lacosta, Xavier v. Fitness	1	18.48	18.48
76621 EXP 11/14/2023 WIP OneLegal - Notice of CMC	Olympia Court fees Lacosta, Xavier v. Fitness	1	19.51	19.51
76860 EXP 11/28/2023 WIP Ortman Mediation	Olympia Arbitrators Lacosta, Xavier v. Fitness	1	7500.00	7500.00
77427 EXP 12/14/2023 WIP Research	Linda Lee Online researc Lacosta, Xavier v. Fitness	1	22.60	22.60
77145 EXP 12/31/2023 WIP Postage	Olympia Postage Lacosta, Xavier v. Fitness	1	8.53	8.53
77144 EXP 12/31/2023 WIP Photocopies	Olympia Photocopies Lacosta, Xavier v. Fitness	2	0.25	0.50
78440 EXP 1/31/2024 WIP OneLegal - eservice charge	Olympia Court fees Lacosta, Xavier v. Fitness	1	6.00	6.00
77583 EXP 1/31/2024 WIP Postage	Olympia Postage Lacosta, Xavier v. Fitness	1	8.53	8.53

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DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
77381	EXP	Olympia	1	35.98	35.98
1/31/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Stip					
77582	EXP	Olympia	2	0.25	0.50
1/31/2024		Photocopies			
WIP		Lacosta, Xavier v. Fitness			
Photocopies					
77471	EXP	Olympia	1	15.39	15.39
2/8/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - NOE					
78444	EXP	Olympia	1	6.00	6.00
2/8/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
78074	EXP	Erika Mejia	1	35.98	35.98
4/17/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Stip					
78476	EXP	Erika Mejia	1	5.00	5.00
4/17/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
78086	EXP	Erika Mejia	1	15.39	15.39
4/18/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - CMS					
78482	EXP	Erika Mejia	1	5.00	5.00
4/18/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
78234	EXP	Olympia	1	21.57	21.57
5/8/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Notice					
78330	EXP	Erika Mejia	1	23.63	23.63
5/23/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Amended Complaint					

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Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
78388	EXP	Erika Mejia	1	24.66	24.66
6/3/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Notice of Errata					
79053	EXP	Erika Mejia	1	3.50	3.50
8/19/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
Odyssey - CMS					
79431	EXP	Simon Yang	1	300.00	300.00
10/10/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
Fees					
Grand Total					
			Billable	0.00	9847.49
			Unbillable	0.00	0.00
			Total	0.00	9847.49

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DIVERSITY LAW GROUP
Slip Listing

Page 3

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
77381	EXP	Olympia	1	35.98	35.98
1/31/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Stip					
77582	EXP	Olympia	2	0.25	0.50
1/31/2024		Photocopies			
WIP		Lacosta, Xavier v. Fitness			
Photocopies					
77471	EXP	Olympia	1	15.39	15.39
2/8/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - NOE					
78444	EXP	Olympia	1	6.00	6.00
2/8/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
78074	EXP	Erika Mejia	1	35.98	35.98
4/17/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Stip					
78476	EXP	Erika Mejia	1	5.00	5.00
4/17/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
78086	EXP	Erika Mejia	1	15.39	15.39
4/18/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - CMS					
78482	EXP	Erika Mejia	1	5.00	5.00
4/18/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - eservice charge					
78234	EXP	Olympia	1	21.57	21.57
5/8/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Notice					
78330	EXP	Erika Mejia	1	23.63	23.63
5/23/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Amended Complaint					

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DIVERSITY LAW GROUP
Slip Listing

Page 4

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
78388	EXP	Erika Mejia	1	24.66	24.66
6/3/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
OneLegal - Notice of Errata					
79053	EXP	Erika Mejia	1	3.50	3.50
8/19/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
Odyssey - CMS					
79431	EXP	Simon Yang	1	300.00	300.00
10/10/2024		Court fees			
WIP		Lacosta, Xavier v. Fitness			
Fees					
Grand Total					
			Billable	0.00	9847.49
			Unbillable	0.00	0.00
			Total	0.00	9847.49

EXHIBIT 3

Time and Task Summary
for Walker et al. v. Fitness Alliance, LLC
Simon L. Yang

Description of Work	Hours
Review Lacosta wage statements and other documents	1.3
Draft Lacosta LWDA notice and related documents	0.8
Draft and revise complaint; confer with co-counsel on litigation strategy	6.2
Review court's notice of assignment, case management orders, complex rules and procedures	1.2
Draft first amended complaint	0.8
Review motion to compel arbitration	3.2
Draft opposition to motion to compel arbitration	5.6
Review reply in support of motion to compel arbitration	1.6
Review related cases and review case dockets and pleadings	3.6
Review Walker wage statements and other documents	0.9
Draft Walker LWDA notice and related documents	0.6
Draft second amended complaint	1.2
Calls with plaintiffs and co-counsel regarding arbitration agreements, arbitrations, and stays	9.2
Meet and confer with opposing counsel regarding stay and draft various joint stipulations to stay	4.6
Draft informal pre-mediation requests for information and documents	2.1
Draft joint case management conference reports and subsequent status reports	2.4
Various calls with opposing counsel regarding factual allegations of claims and legal theories asserted	5.8
Review defendant's production of documents and information for mediation	8.8
Analyze, prepare, and revise exposure model for mediation	7.2
Conduct pre-mediation calls with mediator	0.8
Calls with plaintiffs and co-counsel regarding mediation and defense arguments	5.2
Draft and revise mediation brief	13.6
Prepare for and attend mediation	8.0
Draft third amended complaint	2.2
Draft and revise settlement documents, including memorandum of understanding, joint stipulation of PAGA settlement	14.2
Obtain settlement administrator bids and confer with same regarding administration process	1.3
Draft and revise settlement approval documents, including motion, declarations, and proposed	13.3
TOTAL	125.7

EXHIBIT 4