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*Attorneys for Plaintiff Venice Moses, individually, and
on behalf of all others similarly situated*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

VENICE MOSES, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

CVAC, INC. dba CARMEL VALLEY
ATHLETIC CLUB and CVAC and REFUGEE,
an Illinois corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 23CV001337

*Assigned for all purposes to:
Hon. Thomas W. Wills
Dept. 15*

**DECLARATION OF PLAINTIFF
VENICE MOSES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: April 28, 2023

DECLARATION OF VENICE MOSES

I, Venice Moses, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion for Final Approval of Class Action and PAGA Settlement.

Risks, Both Financial and Otherwise, Faced in Bringing the Suit

2. When I decided to become involved in this lawsuit as a class representative on behalf of other employees of CVAC, Inc. dba Carmel Valley Athletic Club and CVAC and Refugee (collectively, "CVAC" or "Defendants") and as a private attorney general for the State of California, I understood that I was not only seeking unpaid wages and penalties on behalf of myself, but also for other employees who worked for Defendants, and that by doing so, I would be delaying more immediate recovery available to me through the Labor Commissioner's office.

3. I was also made aware that being a class representative and private attorney general in an action filed on behalf of others would subject me to a stigma that is sometimes associated with those who bring these kinds of lawsuits. I was aware that, as a class representative and private attorney general, I might be responsible for some or all of Defendants' legal costs if the case was not successfully concluded. Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other employees and the State of California, but I was nervous about losing and having a judgment filed against me for costs or losing job opportunities in the future.

4. I understood that there were risks involved in class and representative action lawsuits. I understood that the lawsuit could continue for several years and require my services and attention throughout the entire length of the lawsuit. I learned that even if we won at trial, the case could be further delayed by appeals.

Notoriety and Personal Difficulties Encountered

5. As the named plaintiff, I am the face of the litigation. Additionally, the class notice that was mailed in this case was sent to 414 current and former employees of Defendants. The notice informed all of these employees that I filed a class and representative action against Defendants. Exposing myself to this kind of publicity creates a risk for my future career prospects, since current

1 and former employees of Defendants may move to different companies within the fitness/massage
2 industry or may know people at other companies within the fitness/massage industry who may not
3 want to hire someone who sued her employer.

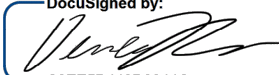
4 **Amount of Time and Effort Spent and Duration of the Litigation**

5 6. I have spent a substantial amount of time and effort on this litigation. My work on
6 this case has included, among other things, gathering and providing my payroll records, discussing
7 potential witnesses, reviewing discovery information and data, assisting my attorneys prepare for
8 mediation, and participating in settlement discussions. After mediation, I remained actively involved
9 by reviewing the settlement papers and regularly contacted my counsel for updates. I estimate that
10 since I retained my counsel in January 2023, I have spent approximately 37 hours on the activities
11 described above.

12 **Personal Benefit Received as a Result of the Litigation**

13 7. Absent the requested service payment, the personal benefit I will receive is the same
14 as all other employees. But unlike the other employees, I have signed a general release for
15 Defendants. The other employees are only releasing the wage and hour claims asserted in the lawsuit.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on 10/22/2025, at Salinas, California.

18 DocuSigned by:
19 
20 C3EE5D448D2044C...

21 VENICE MOSES
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FOR THE COUNTY OF MONTEREY**

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Plaintiff,

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ATHLETIC CLUB and CVAC and REFUGEE,
an Illinois corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 23CV001337

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Dept. 15*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING:

Date: November 14, 2025

Time: 8:30 a.m.

Dept: 15

Action Filed: April 28, 2023

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Senior Partner at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiff Venice Moses (“Plaintiff”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this declaration in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement.

3. Plaintiff is represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

4. WLF was selected by Best Lawyers and U.S. News & World Report as one of the nation’s Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

5. WLF is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

6. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

7. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or “PAGA”), including in the international law firms

1 of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP
2 (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton
3 Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw LLP (where I was a partner and
4 member of the Wage and Hour Practice Group). During my time at these law firms, I was the
5 primary attorney or took a major leading role in defending employers on numerous wage and
6 hour class, collective and representative actions.

7 8. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire
8 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
9 hour class and representative actions litigating such matters on behalf of plaintiff employees in
10 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
11 defendants, I have successfully mediated the resolution of many wage and hour class,
12 collective, and representative actions. Just since starting to settle cases in late April 2023 I have
13 already successfully mediated matters in which I have been counsel or co-counsel resulting in
14 **over \$175 million** in settlements and verdicts which are in the process of being finalized, and
15 with numerous upcoming mediations scheduled. In those and numerous other matters, I have
16 managed and assisted with the litigation and settlement of many wage and hour PAGA and
17 class actions. In those actions, I performed similar tasks as those performed in the course of
18 prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in a
19 wage and hour class action in the matter of Aguilar-Flores v. Javier's – CC LLC, Los Angeles
20 County Superior Court, Case No. 19STCV36438 (damages anticipated in the future and a
21 motion for attorney's fees to be filed after that).

22 9. I have received numerous awards for my legal work. For example, from 2015 to
23 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson
24 Reuters). I have also served on numerous prominent boards and in other leadership positions,
25 including serving as Southern California Regional President for the Hispanic National Bar
26 Association and on the board of directors of the Mexican American Bar Foundation. I also
27 previously served on the 5-member Los Angeles Civil Service Commission, which generally
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1 oversees the personnel decisions for the City of Los Angeles.

2 10. I have also published numerous blogs on labor and employment issues including
3 on wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-
4 Impact on Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You
5 Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase” (while a
6 partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences,
7 including being a presenter involving the “Employment Law Update” at a National
8 Employment Law Council conference. I currently bill at an hourly rate of \$1,500.00.

9 11. Samantha A. Smith was a Senior Attorney at WLF where her practice was
10 focused on managing wage and hour class action and PAGA settlements. Ms. Smith was
11 admitted to the California Bar in December of 2004, and received a J.D. from University of
12 California, Hastings College of the Law and a B.A. from University of California, Davis. Ms.
13 Smith has dedicated her 21-year career to plaintiffs’-side class action litigation. Her wealth of
14 experience includes successful work on all stages of class action litigation, including class
15 action appeals, class certification motions, and class settlements. See, e.g., *Blue Diamond*
16 *Growers Product Labeling Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false
17 advertising of Blue Diamond food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050
18 (Santa Clara County Superior Court) (employee data breach); *Overton v. Armour-Eckrich*
19 *Meats, LLC*, Case No. CIVDS1501325 (San Bernardino County Superior Court) (unpaid
20 wages, meal period and rest break claims, and PAGA violations for non-exempt employees);
21 *DeLeon et al. v. Westlake Services, LLC*, Case No. BC 526750 (Los Angeles County Superior
22 Court) (unpaid overtime, meal period and rest break claims for call center employees); *Sawyer*
23 *v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-CXC (Orange County Superior
24 Court) (unpaid wage and rest break claims for piece rate workers); *Nguyen v. Pharmerica*
25 *Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange County Superior
26 Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v. Performance*
27 *Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino County Superior Court) (unpaid
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1 wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*, Case
2 No. BC528860 (Los Angeles County Superior Court) (overtime claims for failure to include
3 bonuses in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*,
4 Case No. CIVDS1504287 (San Bernardino County Superior Court) (unpaid wages, meal period
5 and rest break claims for non-exempt employees). Ms. Smith billed at an hourly rate of
6 \$1,000.00.

7 12. Diego Aviles is a Senior Attorney at WLF. He graduated from the University of
8 California, Irvine, with a Bachelor of Arts in Political Science as well as a Bachelor of Arts in
9 Criminology, Law, and Society, and received his Juris Doctor from the Santa Clara University
10 School of Law in 2015. During law school, Mr. Aviles was President for the Santa Clara
11 Employment Law Society, Board Member of the Honors Moot Court, and President of the
12 Santa Clara University La Raza Chapter. He clerked for the Equal Employment Opportunity
13 Commission in San Francisco, California, and also worked with the Workers' Rights Clinic in
14 San Jose, California, among other employment law firms. He was admitted to practice law in
15 the State of California in 2017. Since graduating from law school, he has focused his legal
16 work exclusively on employment matters, including wage-and-hour class action and PAGA
17 representative action litigation, and he has helped obtain dozens of settlements on behalf
18 California workers. He has been appointed Class Counsel numerous times in California and
19 most recently achieved a published California Appellate opinion in the matter of *Alberto v.*
20 *Cambrian Homecare, et al.*, 91 Cal.App.5th 482 regarding employment arbitration agreements.
21 He has also been a member of the California Employment Lawyers Association (CELA) since
22 at least 2019. Mr. Aviles' currently bills at an hourly rate of \$800.00.

23 13. Emily Borman is a Junior Partner at Wilshire Law Firm, PLC. She was admitted
24 to practice law in the State of California in May 2015. Ms. Borman graduated from Cornell
25 University with a Bachelor of Science in Development Sociology and a Minor in Applied
26 Economics and Management. While at Cornell she was inducted into the Alpha Kappa Delta
27 International Honor Society. Ms. Borman received her Juris Doctor from University of
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1 California Law San Francisco (formerly UC Hastings). Since graduating, her practice has been
2 in employment law, including Plaintiff-side wage and hour cases. She has received numerous
3 awards for his legal work. In 2021 and from 2023 to 2025, Super Lawyers selected her as a
4 “Southern California Rising Star.” She was selected as one of the “Best Lawyers in America”
5 from 2021 to 2025. Ms. Borman currently bills at an hourly rate of \$800.00.

6 14. Harry Erganyan is an Associate Attorney at WLF. He was admitted to practice
7 law in the State of California in 2021. Harry graduated from Loyola Marymount University,
8 with a Bachelor of Arts in Political Science. He received his Juris Doctor from Southwestern
9 Law School. During law school, he externed for the Los Angeles City Attorney. Since January
10 2021, Mr. Erganyan’s practice has been focused on wage and hour class action litigation. Mr.
11 Erganyan currently bills at an hourly rate of \$600.00.

12 15. Mariam Nazaretyan is an Associate Attorney at WLF. She was admitted to
13 practice law in the State of California in 2021. Ms. Nazaretyan graduated from Loyola
14 Marymount University with a Bachelor of Arts in Political Science. She received her Juris
15 Doctor from Southwestern Law School. During law school, she was a student editor for the
16 Journal of International Media and Entertainment Law and secretary of the Student Bar
17 Association. Since graduating, Ms. Nazaretyan’s practice has been focused on international
18 humanitarian law and employment law. Ms. Nazaretyan currently bills at an hourly rate of
19 \$600.00.

20 16. Lisa B. Iturriaga is a Settlement Attorney at WLF. She was admitted to practice
21 law in the State of California in 2021. Lisa graduated from University of South Florida with a
22 Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She received her Juris
23 Doctor from Chapman University Dale E. Fowler School of Law. Since graduating, her practice
24 has been in insurance defense (previously) and employment law (currently). Since 2023, she
25 has exclusively worked on Plaintiff-side wage and hour cases. Ms. Iturriaga currently bills at
26 an hourly rate of \$550.00.

27 17. WLF’s hourly rates are comparable to those charged by other class action
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1 plaintiffs' counsel and the firms defending class actions. WLF's hourly rates have been
2 approved by other courts in California in which WLF was approved as Class Counsel. *See, e.g.,*
3 *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No.
4 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County
5 Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*,
6 Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The*
7 *De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-
8 8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case
9 No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case
10 No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County
11 Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation*
12 *Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain*
13 *of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera*
14 *v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013;
15 *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033;
16 *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No.
17 STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court,
18 Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*,
19 Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control*
20 *Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto*
21 *Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*,
22 Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-*
23 *Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359. The total hours
24 expended on this action are reasonable and in line with comparable cases.

25 18. WLF has performed significant work and incurred litigation costs in prosecuting
26 this matter with no guarantee of any payment. The efforts expended by Plaintiff's counsel to
27 achieve this result include, but are not limited to, the following:
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- a. the investigation of the matter, including meeting with Plaintiff, reviewing Defendant's policies, and requesting and reviewing Plaintiff's time and pay records, personnel files, and exploring the corporate structure of Defendant;
- b. filing the Actions;
- c. attending status conferences and meeting and conferring with Defendant regarding the case;
- d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;
- e. selecting a mediator and mediation date;
- f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiff to perform analyses of liability and exposure prior to attendance of the mediation in this matter;
- g. reviewing policy documents from Defendant and researching applicable defenses;
- h. preparation of the mediation brief and damages model for use at mediation;
- i. attendance at the mediations by all Parties and Counsel;
- j. communicating with Plaintiff who requested updates or other information regarding this matter;
- k. negotiating, finalizing and fully executing the settlement agreement;
- l. preparing and filing the Motion for Preliminary Approval and supporting documents;
- o. attending the hearings on Motion for Preliminary Approval;
- q. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement and obtaining updated addresses from class members for purposes of receiving the class notices and administering the settlement checks; and

1 r. preparing the instant Motion for Final Approval and supporting documents.

2 19. WLF's current lodestar reflects the efficiencies achieved by attorneys
3 experienced in this field with **320.1** hours of work resulting in \$ **\$269,260.00** in fees. WLF
4 dedicated significant resources to this case by dividing the tasks required according to skill
5 level. The hours expended by each attorney were not duplicative and reflect the extensive
6 investigation and analysis that was required to achieve this Settlement. This amount does not
7 include the time Class Counsel will spend at the final approval hearing and assisting the
8 Settlement Administrator following final approval. The chart below shows the calculation of
9 hours spent by each of WLF's attorneys on this case:

Attorney	Hours	Hourly Rate	Total
John G. Yslas	59.7	\$1,500.00	\$89,550.00
Samantha A. Smith	7.0	\$1,000.00	\$7,000.00
Deigo Aviles	89.6	\$800.00	\$71,680.00
Emily K. Borman	15.0	\$800.00	\$12,000.00
Harry Erganyan	80.2	\$600.00	\$48,120.00
Mariam Nazaretyan	63.6	\$600.00	\$38,160.00
Lisa B. Iturriaga	5.0	\$550.00	\$2,750.00
TOTAL	320.1		\$ \$269,260.00

19 20. This amount surpasses the requested fee award of \$200,000.00, resulting in a
20 negative multiplier. This amount does not include the time Class Counsel will spend at the final
21 approval hearing and assisting the Settlement Administrator following final approval. WLF
22 dedicated significant resources to this case by dividing the tasks required according to skill
23 level. The hours expended by each attorney were not duplicative and reflect the extensive
24 investigation and analysis that was required to achieve this Settlement. This time could have
25 been spent on other potentially lucrative cases. WLF's lodestar reflects the efficiencies
26 achieved by attorneys experienced in this field. The risk factors present in this case favor Court
27 approval of WLF's fee request. First, WLF has singularly assumed the risk and costs of
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1 litigation purely on a contingency basis. And, while Plaintiff is confident in the merits of her
2 claims, a legitimate controversy exists as to each cause of action posing an actual risk that
3 Plaintiff may not succeed at class certification and/or trial. Any of these obstacles could have
4 prevented recovery completely, meaning WLF would have been left with no compensation for
5 all the time and money invested in litigating this case. Despite these risks, WLF took this case
6 on a contingency basis so that Class Members (a particularly vulnerable group of hourly paid
7 workers) could be compensated for their unpaid wages. Consequently, WLF was precluded
8 from focusing on, or taking on, other cases which could have resulted in a larger, and less risky,
9 monetary gain. This time could have been spent on other potentially lucrative cases.

10 21. In litigation costs, WLF has spent \$14,393.01 on items such as filing fees,
11 service fees, mediation fees, and expert fees. A true and correct copies of WLF's cost reports
12 in this matter are attached hereto as **Exhibit 1**. All of the costs incurred were reasonable and
13 necessary for the prosecution of this case.

14 22. Class Counsel has negotiated a settlement here that they believe is fair,
15 reasonable, and adequate based on their prior experience litigating these type of cases.

16 23. To date, the LWDA has not responded to or objected to the Settlement in this
17 matter.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed on October 22, 2025 at Los Angeles, California.

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21 
22 John G. Yslas
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EXHIBIT 1

EXHIBIT 1

Expenses Subtotals - Filtered Exp. Type

As of 2025-10-21 17:46:59 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By
Show: All matters
Matter: ID equals a0L5G00000YSG5N
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Venice Moses - Wage & Hour: 5/28/2022	DTF	1/6/2023	E-3116640		Docusign Envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
	E102 — Printing	4/18/2023	E-3070730			\$1.00			\$1.00
		4/17/2023	E-3068855			\$12.00			\$12.00
	Subtotal	Sum				\$13.00	\$0.00	\$0.00	\$13.00
		Count	2						
	E108 — Postage	4/19/2023	~~E-3071168~~			~~\$7.09~~			~~\$7.09~~
		4/19/2023	~~E-3071167~~			~~\$7.09~~			~~\$7.09~~
		4/19/2023	~~E-3071166~~			~~\$7.09~~			~~\$7.09~~
		4/19/2023	~~E-3071164~~			~~\$7.09~~			~~\$7.09~~
	Subtotal	Sum				\$28.36	\$0.00	\$0.00	\$28.36
		Count	4						
Subtotal		Sum				\$43.25	\$0.00	\$0.00	\$43.25
		Count	7						
Total		Sum				\$43.25	\$0.00	\$0.00	\$43.25
		Count	7						



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	7/15/2025	CC073125TA-1621	One Legal LLC	Carmel Valley Athletic Club (Moses) - Wage & Hour (Class Action)	25812419-239526-Atty Svc for Court Filing-Change of Address-Carmel Valley Athletic Club (Moses) - Wage & Hour (Class Action)	\$24.47
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/5/2025	CC083125TA-1089	One Legal LLC	Carmel Valley Athletic Club (Moses) - Wage & Hour (Class Action)	25986942-239526-Atty Svc for Court Filing-Stipulation-Venice Moses-5/28/2022	\$43.06
Total							\$67.53

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

10/21/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	04/28/2023		CarmelValleyAthletic(Moses).W...	One Legal LLC	20314996-SUM & COM-Atty Svc for Court Filing-239526CarmelValle...	1,494.53	1,494.53
Credit C...	06/14/2023		CarmelValleyAthletic(Moses).W...	One Legal LLC	20603248-S&C-Atty Svc for Court Filing-239526 CarmelValleyAthleti...	1,534.99	3,029.52
Bill	07/20/2023	62116	CarmelValleyAthletic(Moses).W...	Valpro Attorney Services, LLC	62116-CarmelValleyAthletic(Moses).W&H-File POS	45.00	3,074.52
Bill	07/20/2023	62117	CarmelValleyAthletic(Moses).W...	Valpro Attorney Services, LLC	62117-CarmelValleyAthletic(Moses).W&H-File POS	45.00	3,119.52
Credit C...	08/16/2023	21017681	CarmelValleyAthletic(Moses).W...	One Legal LLC	21017681-CMS,Notice-Atty Svc for Court Filing-239526 CarmelValle...	186.00	3,305.52
Credit C...	08/22/2023	21017682	CarmelValleyAthletic(Moses).W...	One Legal LLC	21017682-CMS,Notice-Atty Svc for Court Filing-239526 CarmelValle...	102.95	3,408.47
Credit C...	11/20/2023	21667040	CarmelValleyAthletic(Moses).W...	One Legal LLC	21667040-CMS-Atty Svc for Court Filing-239526 Venice Moses vs.C...	25.27	3,433.74
Credit C...	11/20/2023	21667041	CarmelValleyAthletic(Moses).W...	One Legal LLC	21667041-CMS-Atty Svc for Court Filing-239526 Venice Moses vs.C...	102.95	3,536.69
Credit C...	11/20/2023	21667053	CarmelValleyAthletic(Moses).W...	One Legal LLC	21667053-CMS-Atty Svc for Court Filing-239526 Venice Moses vs....	24.24	3,560.93
Credit C...	11/20/2023	21667054	CarmelValleyAthletic(Moses).W...	One Legal LLC	21667054-CMS-Atty Svc for Court Filing-239526 Venice Moses vs....	102.95	3,663.88
Credit C...	04/18/2024	22706229	CarmelValleyAthletic(Moses).W...	One Legal LLC	22706229-CMS-Atty Svc for Court Filing-239526 Venice Moses vs.C...	19.10	3,682.98
Credit C...	07/30/2024	23415954	CarmelValleyAthletic(Moses).W...	One Legal LLC	23415954-CarmelValleyAthletic(Moses).W&H-Atty Svc for Court Fili...	26.30	3,709.28
Credit C...	09/24/2024	23777047	CarmelValleyAthletic(Moses).W...	One Legal LLC	23777047-239526-Atty Svc for Court Filing-Stip,POS-CarmelValleyA...	47.19	3,756.47
Credit C...	09/23/2024	23777079	CarmelValleyAthletic(Moses).W...	One Legal LLC	23777079-239526-Atty Svc for Court Filing-Stip,POS-CarmelValleyA...	103.25	3,859.72
Credit C...	10/30/2024	24042832	CarmelValleyAthletic(Moses).W...	One Legal LLC	24042832-239526-Atty Svc for Court Filing-Declar,Prop Ord,POS-C...	92.62	3,952.34
Credit C...	10/30/2024	24042833	CarmelValleyAthletic(Moses).W...	One Legal LLC	24042833-239526-Atty Svc for Court Filing-Declar,Prop Ord,POS-C...	113.58	4,065.92
Credit C...	12/04/2024	24183830	CarmelValleyAthletic(Moses).W...	One Legal LLC	24183830-239526-Atty Svc for Court Filing-Stmt-CarmelValleyAthleti...	23.44	4,089.36
Credit C...	12/10/2024	24287447	CarmelValleyAthletic(Moses).W...	One Legal LLC	24287447-239526-Atty Svc for Court Filing-POS-CarmelValleyAthleti...	22.41	4,111.77
Credit C...	12/09/2024	24287449	CarmelValleyAthletic(Moses).W...	One Legal LLC	24287449-239526-Atty Svc for Court Filing-POS-CarmelValleyAthleti...	191.01	4,302.78
Credit C...	12/11/2024	24301935	CarmelValleyAthletic(Moses).W...	One Legal LLC	24301935-239526-Atty Svc for Court Filing-Prop Ord,POS-CarmelV...	23.44	4,326.22
Credit C...	04/01/2025	24997289	CarmelValleyAthletic(Moses).W...	One Legal LLC	24997289-239526-Atty Svc for Court Filing-POS,Stip-CarmelValleyA...	47.19	4,373.41
Total 501500 · Court Filing Fees						4,373.41	4,373.41
502500 · Legal Expenses							
Credit C...	03/17/2023		CarmelValleyAthletic(Moses).W...	Department of Industrial Relations	ORD-000217271 CarmelValleyAthletic(Moses).W&H 239526	75.00	75.00
Credit C...	04/15/2023		CarmelValleyAthletic(Moses).W...	Department of Industrial Relations	ORD-000217271 (239526)CarmelValley.	75.00	150.00
Bill	02/06/2023	847783910	CarmelValleyAthletic(Moses).W...	Thomson Reuters-West Publishi...	Legal Research-CarmelValleyAthletic(Moses).W&H	23.00	173.00
Total 502500 · Legal Expenses						173.00	173.00
502700 · Mediation Fees							
Bill	01/12/2024	618631	CarmelValleyAthletic(Moses).W...	Judicate West	618631-CarmelValleyAthletic(Moses).W&H-50% Mediation Fees ske...	4,125.00	4,125.00
Total 502700 · Mediation Fees						4,125.00	4,125.00
503200 · Process Service Fees							
Bill	07/19/2023	62032	CarmelValleyAthletic(Moses).W...	Valpro Attorney Services, LLC	62032-CarmelValleyAthletic(Moses).W&H Servee:CVAC, Inc.-S&C	150.00	150.00
Bill	07/19/2023	62033	CarmelValleyAthletic(Moses).W...	Valpro Attorney Services, LLC	62033-CarmelValleyAthletic(Moses).W&H Servee:CVAC, Inc-S&C	145.75	295.75
Total 503200 · Process Service Fees						295.75	295.75
503300 · Professional Fees							
Bill	07/12/2024	10689	CarmelValleyAthletic(Moses).W...	Berger Consulting Group, LLC	10689-CarmelValleyAthletic(Moses).W&H-13.30 hours of work	5,320.00	5,320.00
Total 503300 · Professional Fees						5,320.00	5,320.00
Total 500000 · COS						14,287.16	14,287.16
TOTAL						14,287.16	14,287.16

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

10/21/25

Accrual Basis

Filters applied on this Report:

Account: Multiple accounts...

Name: 239526 CarmelValleyAthletic(Moses).W&H

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

10/21/25

Accrual Basis

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit C...	04/18/2024	22706281	CarmelValleyAthletic(Moses).PAG	One Legal LLC	22706281-CMS-Atty Svc for Court Filing-248882 Venice Moses vs C...	19.10	19.10
Credit C...	07/30/2024	23416208	CarmelValleyAthletic(Moses).PAG	One Legal LLC	23416208-CarmelValleyAthletic(Moses).PAGA-Atty Svc for Court Fili...	27.33	46.43
Total 501500 · Court Filing Fees						46.43	46.43
Total 500000 · COS						46.43	46.43
TOTAL						46.43	46.43

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

10/21/25

Accrual Basis

Filters applied on this Report:

Account: Multiple accounts...

Name: 248882 CarmelValleyAthletic(Moses).PAGA

1 John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
2 Diego Aviles (SBN 315533)
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3 Emily Borman (SBN)
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7 **WILSHIRE LAW FIRM, PLC**
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8 Los Angeles, California 90017
9 Telephone: (213) 381-9988
10 Facsimile: (213) 381-9989

11 Attorneys for Plaintiff Venice Moses, individually, and on
12 behalf of all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF MONTEREY**

15
16
17 VENICE MOSES, individually, and on behalf of
all others similarly situated,

18 Plaintiff,

19 v.

20 CVAC, INC. dba CARMEL VALLEY
21 ATHLETIC CLUB and CVAC and REFUGEE,
22 an Illinois corporation; and DOES 1 through 10,
inclusive,

23 Defendants.
24

Case No.: 23CV001337

Assigned for all purposes to:
Hon. Thomas W. Wills, Dept. 15

**DECLARATION OF KEVIN LEE WITH
RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: November 14, 2025
Time: 8:30 a.m.
Dept.: 15

DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Venice Moses v. CVAC, Inc. dba Carmel Valley Athletic Club and CVAC and Refuge* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Amended Class Action and PAGA Settlement Agreement* (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court-Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from April 28, 2019 to September 26, 2024 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from April 14, 2022 to December 13, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On June 25, 2025, Phoenix received a finalized data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, e-mail addresses, and dates of employment for each Class Member (“Class Data”) during the Class Period. The final

1 mailing list contained four hundred fourteen (414) individuals identified as Class Members, and two
2 hundred fifty-six (256) Aggrieved Employees.

3 4. On August 12, 2025, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the Class Data of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address.

7 5. On August 12, 2025, Phoenix mailed the Class Notice via U.S. first class mail, in
8 English and Spanish, to all four hundred fourteen (414) Class Members on the Class Data. A true
9 and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, zero (0) Class Notices have been returned to
11 Phoenix.

12 7. As of the date of this declaration, Phoenix has received zero (0) Requests for
13 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
14 September 26, 2025.

15 8. As of the date of this declaration, Phoenix has received zero (0) Class Notices of
16 Objection from Class Members. The deadline for objecting to the Class Settlement was September
17 26, 2025.

18 9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
19 from Class Members. The deadline for submitting a dispute was September 26, 2025.

20 10. There are four hundred fourteen (414) Class Members who did not submit timely
21 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
22 100% of the Class. Settlement Class Members have worked a collective total of twenty-three
23 thousand seven hundred fifty-eight (23,758) Workweeks during the Class Period. Each Workweek
24 is valued at approximately \$14.25.

25 11. The Class Size Estimates and Escalator Clause in the Agreement indicates that, if
26 the total number of workweeks during the Class Period exceeds 21,625 by more than 10% (*i.e.* if
27 there are more than 23,788 workweeks), then Defendant shall, at its option, a) increase the Gross
28 Settlement Amount on a pro-rata basis equal to the percentage increase in the number of workweeks

1 above 10%, or, b) cap the Class Period as of the date the number of workweeks reaches but does
2 not exceed 10%. Defendant elected to cap the Class Period as of September 26, 2024, which is the
3 date on which there were twenty-three thousand seven hundred fifty-eight (23,758) workweeks.

4 12. The Net Settlement Amount of \$338,106.99 available to pay Settlement Class
5 Members was determined by subtracting the requested Class Counsel Fees Payment (\$200,000.00),
6 and Class Counsel Litigation Expenses Payment (\$14,393.01), requested Class Representative
7 Service Payment to Plaintiff Moses (\$7,500.00), the PAGA Penalties (\$30,000.00), and the
8 requested Administration Costs (\$10,000.00) from the Gross Settlement Amount (\$600,000.00).

9 13. Based upon the calculations stipulated in the Settlement, the highest Individual Class
10 Payment to be paid is approximately \$4,021.28, the lowest Individual Class Payment to be paid is
11 approximately \$2.03, while the average Individual Class Payment to be paid is approximately
12 \$816.68. Plaintiff Moses' estimated Individual Class Payment is approximately \$1,384.48.
13 Settlement Class Members will be issued payment of their Individual Settlement Shares subject to
14 reduction for the employee's share of taxes and withholdings with respect to the wages portion of
15 the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

16 14. Additionally, \$30,000.00 of the Settlement Amount has been allocated toward
17 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
18 \$22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
19 or \$7,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
20 are or were employed by Defendant during the PAGA Period. There are two hundred fifty-six (256)
21 Aggrieved Employees who worked a total of six thousand one hundred twelve (6,112) pay periods
22 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
23 \$85.90, and the average Individual PAGA Payment to be paid is approximately \$29.30. Plaintiff
24 Moses' estimated Individual PAGA Payment is approximately \$4.91.

25 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
26 due separately and apart from the Settlement Amount.

27 16. Phoenix's costs associated with the administration of this matter are \$10,000.00.
28 This includes all costs incurred to date, as well as estimated costs involved in completing the

1 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

2 **Exhibit B.**

3
4 I declare under penalty of perjury of the laws of the State of California that the foregoing is
5 true and correct.

6 Executed on October 22, 2025, at Orange, California.

7
8 
9 _____
10 KEVIN LEE

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Venice Moses v. CVAC, Inc. dba Carmel Valley Athletic Club and CVAC and Refuge
Case No. 23CV001337 (Monterey County Superior Court)

The Monterey County Superior Court authorized this notice.

It is not junk mail, spam, an advertisement, or solicitation by a lawyer.

Please read it carefully! You are not being sued.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from the settlement of an employee class action lawsuit and a representative action lawsuit (“Action”) against CVAC, Inc. dba Carmel Valley Athletic Club, CVAC and Refuge (“Defendant”) for alleged wage and hour violations. The Action was filed by former employee, Venice Moses, and seeks payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (April 28, 2019, through September 26, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who worked for Defendant within the State of California at any time during the PAGA Period (April 14, 2022, through December 13, 2024) (“Aggrieved Employees”)

The Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period.** If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not. **READ THIS NOTICE CAREFULLY.** You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
EXCLUDE YOURSELF	If you don’t want to fully participate in the Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. See Section 12 of this Notice. However, you cannot opt-out of the PAGA portion of the Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
PARTICIPATING CLASS MEMBERS CAN OBJECT	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 17 of this Notice.
YOU CAN PARTICIPATE IN THE FINAL	The Court’s Final Approval Hearing is scheduled to take place on November 14, 2025 at 8:30 a.m., at the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA 93940, in Department 15 before Judge Thomas W. Wills. This hearing may change as explained below in Section 19. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at

QUESTIONS? CALL 1-(800) 523-5773 TOLL FREE

APPROVAL HEARING	your own cost), in person, by telephone or by using the Court’s Zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 19 of this Notice.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by September 26, 2025 . See Section 8 of this Notice.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant’s records indicate that you worked for Defendant in California as a non-exempt employee at some point(s) between April 28, 2019, and September 26, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about the Settlement of the Action, and about all of your options before the Court decides whether to grant final approval of the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you may also be an “Aggrieved Employee” if you worked for Defendant in California during the “PAGA Period,” which is April 14, 2022, through December 13, 2024.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Monterey County Superior Court, and the case is titled, *Venice Moses v. CVAC, Inc. dba Carmel Valley Athletic Club and CVAC and Refuge*, Case No. 23CV001337. The person who sued, Venice Moses, is the Plaintiff, and the company sued, CVAC, Inc. dba Carmel Valley Athletic Club and CVAC and Refuge is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all non-exempt workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgment of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement that is subject to the Court’s Final Approval. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff’s lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from April 28, 2019, through September 26, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$600,000 (six hundred thousand dollars with zero cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$200,000.00 and up to \$20,000.00 in costs; a Class Representative Service Payment of \$7,500.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$30,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Phoenix Settlement Administrators, not to exceed \$10,000.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$332,500.00**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt-out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$30,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$22,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$7,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (April 28, 2019, through September 26, 2024). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from April 14, 2022, through December 13, 2024 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Class Action Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on November 14, 2025, at 8:30 a.m., to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court’s Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court’s approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, shall be transmitted to California Rural Legal Assistance, Inc.

If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself from the Class Action Settlement, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and all of Defendant’s respective attorneys, past, present and future divisions, predecessors, successors, shareholders, officers, directors, members, investors, management-level employees, agents, trustees, representatives, administrators, affiliated companies, fiduciaries, assigns, subrogees, executors, partners, both individually and collectively, their respective past or present owners, officers, directors, shareholders, members, investors, successors and predecessors (“Released Parties”). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” are all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Operative Class Complaint, or that could have been brought by Plaintiff against Defendant in the Operative Class Complaint based on the facts alleged therein.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties that were alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than **September 26, 2025**. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to the settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (April 14, 2022, through December 13, 2024). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **September 26, 2025**.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the Class Action Settlement. However, if you timely exclude yourself from the Class Action Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles
daviles@wilshirelawfirm.com
Samantha A. Smith
Samantha.smith@wilshirelawfirm.com
Harry Erganyan
Herganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3 of the GSA (currently \$200,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$20,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Venice Moses in the amount of \$7,500 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before **September 26, 2025**, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
moses-v-cvac.phoenixcases.com

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself from the Class, you have no basis to object because the case no longer affects you, and you do not get any money from the Class Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from the Class settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement.

You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at 8:30 a.m. on November 14, 2025, in Department 15 of the Monterey County Superior Court located at 1200 Aguajito Road, Monterey, CA 93940 to determine whether the Settlement should be finally approved as fair,

QUESTIONS? CALL 1-(800) 523-5773 TOLL FREE

reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING**21. WHAT IF I DO NOTHING AT ALL?**

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of the Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION**22. HOW DO I GET MORE INFORMATION?**

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, Inc., by calling toll free 1-800-523-5773 or you can write to the Administrator at the following address:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

moses-v-cvac.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT OR CVAC, INC. DBA CARMEL VALLEY ATHLETIC CLUB, CVAC AND REFUGE'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

NOTIFICACIÓN DE DEMANDA COLECTIVA Y ACUERDO DE PAGA APROBADOS POR EL TRIBUNAL Y FECHA DE AUDIENCIA PARA SU APROBACIÓN DEFINITIVA POR EL TRIBUNAL

Venice Moses contra CVAC, Inc. dba Carmel Valley Athletic Club y CVAC y Refuge
Caso n° 23CV001337 (Tribunal Superior del Condado de Monterey)

El Tribunal Superior del Condado de Monterey autorizó este aviso.

No se trata de correo basura, spam, publicidad o solicitud de un abogado.

Le rogamos que lo lea atentamente. No se le va a Demandar.

SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO. LEA ATENTAMENTE ESTE AVISO.

Usted puede ser elegible para recibir dinero del Acuerdo de una Demanda colectiva de empleados y una Demanda de acción representativa (“Demanda”) contra CVAC, Inc. dba Carmel Valley Athletic Club, CVAC y Refuge (“Demandado”) por supuestas violaciones de salarios y horarios. La Demanda fue presentada por la ex empleada, Venice Moses, y busca el pago de salarios atrasados y otras compensaciones para una Clase de todas las personas actualmente o anteriormente empleadas por el Demandado como empleados pagados por hora, no exentos en el Estado de California (“Miembros de la Clase”) que trabajaron para el Demandado durante el Período de la Clase (28 de abril de 2019 hasta el 26 de septiembre de 2024); y (2) sanciones en virtud de la Ley General de Abogados Privados de California (“PAGA”) para todas las personas que trabajaron para el Demandado dentro del Estado de California en cualquier momento durante el Período PAGA (14 de abril de 2022 hasta el 13 de diciembre de 2024) (“Empleados Agraviados”).

El Acuerdo Colectivo tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que el Demandado financie los Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere el Demandado financie los Pagos PAGA Individuales y pague las Penalizaciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”).

Basándose en los registros del Demandado y en las suposiciones actuales de las Partes, **se estima que su Pago Individual de la Clase será de «ESA_Before_Paga» (menos la retención) y que su Pago PAGA Individual será de «PAGA_Amount»**. La cantidad real que usted pueda recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indica ningún importe para su Pago PAGA Individual, entonces, según los registros del Demandado, usted no tiene derecho a un Pago PAGA Individual en virtud del Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores se basan en los registros del Demandado que muestran que **usted trabajó «Total_Weeks» Semanas Laborales durante el Período de la Demanda Colectiva y trabajó «PAGA_Pay_Periods» Períodos de Pago durante el Período PAGA**. Si cree que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya ha aprobado preliminarmente el Acuerdo y ha aprobado esta Notificación. El Tribunal aún no ha decidido si concederá la aprobación definitiva del Acuerdo. Sus derechos legales se verán afectados tanto si actúa como si no. **LEA ATENTAMENTE ESTE AVISO**. Se considerará que lo ha leído y comprendido. En la Audiencia de Aprobación Definitiva, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará a la Demandante y a los abogados de la Demandante (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que obligue al Demandado a realizar pagos en virtud del Acuerdo y exija a los Miembros de la Clase y a los Empleados perjudicados que renuncien a sus derechos a hacer valer determinadas reclamaciones contra el Demandado.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

NO HACER NADA	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y una parte de las Penalizaciones PAGA (si las hubiera). A cambio, renunciará a su derecho de hacer valer las reclamaciones salariales contra el Demandado que están cubiertas por este Acuerdo (Reclamaciones Exoneradas de la Clase).
EXCLUIRSE	Si no desea participar plenamente en el Acuerdo Colectivo, puede excluirse del mismo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no podrá optar a un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo. Véase la Sección 12 de este Aviso. Sin embargo, no puede excluirse de la parte PAGA del Acuerdo. Si usted también es un Empleado Agraviado y se excluye, aún se le pagará su parte de las Multas PAGA y seguirá estando obligado por la liberación de las Reclamaciones PAGA Exoneradas, independientemente de si presenta una solicitud de exclusión.
LOS MIEMBROS PARTICIPANTES DE LA CLASE PUEDEN OBJETAR	Todos los Miembros Participantes de la Clase que no se excluyan (“Miembros Participantes de la Clase”) pueden objetar cualquier aspecto del Acuerdo. La decisión del Tribunal sobre la aprobación definitiva del Acuerdo incluirá la determinación de la cantidad que se pagará a los Abogados de la Clase y a la Demandante, que ejercieron la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o a la Demandante, pero cada dólar pagado a los Abogados de la Clase y a la Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Puede oponerse a las cantidades solicitadas por el Abogado de la Clase o la Demandante si considera que no son razonables. Véase la sección 17 del presente anuncio.

PUEDE PARTICIPAR EN LA AUDIENCIA DE APROBACIÓN DEFINITIVA	La Audiencia de Aprobación Definitiva del Tribunal está programada para el 14 de noviembre de 2025 a las 8:30 a.m., en el Tribunal Superior del Condado de Monterey, ubicado en 1200 Aguajito Road, Monterey, CA 93940, en el Departamento 15 ante el Juez Thomas W. Wills. Esta audiencia puede cambiar como se explica más adelante en la Sección 19. No tiene que asistir, pero sí tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre a su propio coste), en persona, por teléfono o utilizando la plataforma de comparecencia Zoom del Tribunal. Los Miembros Participantes de la Clase pueden oponerse verbalmente al Acuerdo en la Audiencia de Aprobación Definitiva. Véase la Sección 19 de este Aviso.
CUESTIONE SU NÚMERO DE SEMANAS LABORALES Y/O PERIODOS DE PAGO	El importe de su Pago Individual de la Clase depende de cuántas Semanas Laborales trabajó al menos un día durante el Periodo PAGA. El monto de su parte de las Penas PAGA (si las hubiere) depende de cuántos periodos de pago trabajó al menos un día durante el Periodo PAGA. El número de Semanas Laborales del Periodo de la Clase y el número de periodos de pago del Periodo PAGA que usted trabajó según los registros del Demandado se indican en la primera página de este Aviso. Si no está de Acuerdo con alguna de estas cifras y desea impugnarlas, debe hacerlo antes del 26 de septiembre de 2025. Consulte la Sección 8 de este Aviso.

INFORMACIÓN BÁSICA

1. ¿POR RECIBO ESTE AVISO?

Los registros del Demandado indican que usted trabajó para el Demandado en California como empleado no exento en algún momento(s) entre el 28 de abril de 2019 y el 26 de septiembre de 2024, y por lo tanto es miembro de la Clase a los fines de este Acuerdo.

Ha recibido este Aviso porque tiene derecho a conocer el Acuerdo de la Demanda y todas sus opciones antes de que el Tribunal decida si concede la aprobación definitiva del Acuerdo. El Acuerdo resolverá todas las reclamaciones de los Miembros de la Clase, que se describen a continuación, durante el Periodo de la Clase. El Acuerdo también resolverá las reclamaciones por sanciones civiles presentadas en virtud de la Ley General de Abogados Privados de California (“PAGA”). Si usted es un Miembro de la Clase, también puede ser un “Empleado Agraviado” si trabajó para el Demandado en California durante el “Periodo PAGA”, que abarca desde el 14 de abril de 2022 hasta el 13 de diciembre de 2024.

Si el Tribunal concede la Aprobación Definitiva al Acuerdo, un Administrador del Acuerdo nombrado por el Tribunal emitirá los pagos previstos por el Acuerdo a los Miembros de la Clase. Le recomendamos que mantenga siempre actualizada su dirección con el Administrador (la información de contacto del Administrador se encuentra en la Sección 12, más abajo).

Este paquete de notificación explica las alegaciones y los antecedentes relativos a la Demanda, el Acuerdo, sus derechos legales, qué prestaciones están disponibles, quién tiene derecho a ellas y cómo recibirlas.

El Tribunal a cargo de la Demanda es el Tribunal Superior del Condado de Monterey, y el caso se titula, *Venice Moses contra CVAC, Inc. dba Carmel Valley Athletic Club y CVAC and Refuge*, Caso No. 23CV001337. La persona que demandó, Venice Moses, es la Demandante, y la empresa Demandada, CVAC, Inc. dba Carmel Valley Athletic Club y CVAC and Refuge es la Demandada.

2. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante en la Demanda alega violaciones de salarios y horas contra el Demandado por: (1) Incumplimiento en el pago de salarios mínimos y por tiempo regular; (2) Incumplimiento en el pago de salarios por horas extras; (3) Incumplimiento en la provisión de periodos de comida; (4) Incumplimiento en la autorización y permiso de periodos de descanso; (5) Incumplimiento en el pago oportuno de salarios finales a la terminación; (6) Incumplimiento en la provisión de declaraciones salariales detalladas y precisas; (7) Incumplimiento en la indemnización de los empleados por gastos; y (8) Prácticas comerciales desleales. Además, la Demandante está tratando de recuperar sanciones civiles de conformidad con PAGA (“Sanciones PAGA”) sobre la base de las supuestas violaciones del Código Laboral de California enumeradas anteriormente. El Demandado niega las reclamaciones de la Demandante y niega haber cometido infracción alguna.

3. ¿POR QUÉ SE TRATA DE UNA DEMANDA COLECTIVA?

En una Demanda colectiva de empleo, una o más personas denominadas “Representantes de la Clase” (en este caso, la Demandante) Demandan en nombre de todos los trabajadores no exentos que, según ellos, tienen reclamaciones similares. Todos estos trabajadores constituyen una Clase o Miembros de la Clase. Interponer una sola Demanda, en lugar de muchas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve las cuestiones para todos los miembros de la Clase, excepto para aquellos que se excluyan de la Clase.

4. ¿A QUÉ SE DEBE EL ACUERDO?

El Tribunal no ha decidido a favor de la Demandante o del Demandado sobre el fondo de las reclamaciones alegadas en la Demanda. La Demandante cree que el Demandado ganaría en el juicio. El Demandado cree que la Demanda de la Demandante no procedería a juicio y/o que la Demandante no ganaría en el juicio. Sin embargo, no ha habido ningún juicio. En su lugar, reconociendo el riesgo al que ambas Partes se enfrentan si el caso sigue adelante, las Partes han acordado un Acuerdo negociado que está sujeto a la Aprobación Final del Tribunal. De esta forma, todas las Partes evitan el coste de preparar y llevar a cabo un juicio, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las supuestas violaciones reciben una compensación. El Acuerdo representa un compromiso

y un Acuerdo sobre reclamaciones muy controvertidas. La Demandante, así como los abogados de la Demandante (denominados “Abogados de la Clase”), consideran que el Acuerdo es justo y razonable y que redundará en beneficio de todos los Miembros de la Clase.

¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

5. ¿QUIÉN ESTÁ INCLUIDO EN EL ACUERDO?

Si ha recibido esta Notificación, usted es un Miembro de la Clase a efectos del Acuerdo. La Clase incluye a: Todos los empleados del Demandado que fueron clasificados como no exentos y trabajaron dentro del Estado de California en cualquier momento desde el 28 de abril de 2019 hasta el 26 de septiembre de 2024.

6. ¿HAY EXCEPCIONES PARA SER INCLUIDO?

Usted no es un Miembro de la Clase si ya ha resuelto las reclamaciones planteadas en esta Demanda, ya sea mediante un Acuerdo o un procedimiento legal independiente (es decir, otra Demanda).

LOS BENEFICIOS DEL ACUERDO-LO QUE USTED OBTIENE

7. ¿QUÉ ESTABLECE EL ACUERDO?

El Demandado ha acordado pagar una cantidad bruta de Acuerdo (“GSA”) de \$600,000 (seiscientos mil dólares con cero céntimos) para resolver la Demanda. De la GSA, los Abogados de la Clase solicitarán al Tribunal honorarios de abogados de hasta un tercio de la GSA, actualmente \$200,000.00 y hasta \$20,000.00 en costos; un Pago por Servicios del Representante de la Clase de \$7,500.00 a la Demandante (por el trabajo y los esfuerzos de la Demandante en la prosecución de este caso); un pago por Sanciones PAGA de \$30,000.00 para resolver las reclamaciones PAGA; y Costos de Administración del Acuerdo a Phoenix Settlement Administrators, sin exceder \$10,000.00. El monto exacto de los Honorarios y Gastos de Litigio del Abogado de la Clase, el Pago por Servicios del Representante de la Clase y los Costos de Administración serán determinados por el Tribunal en la Audiencia de Aprobación Definitiva. La parte restante del importe del Acuerdo, el “Importe Neto del Acuerdo” o el “NSA”, se estima actualmente en aproximadamente **\$332,500.00**. El NSA se prorrateará y abonará como Pagos Individuales de la Clase a los Miembros de la Clase del Acuerdo, que son los Miembros de la Clase que no soliciten ser excluidos del Acuerdo.

Pago de Penalizaciones PAGA: Como parte de la porción PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de \$30,000.00 por concepto de Sanciones PAGA como Acuerdo de las reclamaciones por sanciones civiles conforme a PAGA. Como lo requiere PAGA, el 75% del pago de las Penalidades PAGA, o \$22,500.00, se pagará a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California. El 25% restante del pago de Penalizaciones PAGA, o \$7,500.00, se distribuirá a los Empleados Agraviados como Pagos PAGA Individuales.

8. ¿A CUÁNTO ASCENDERÁ MI PAGO?

Una aproximación de su Pago Individual de la Clase aparece en la primera página de este Aviso. Si usted también es un Empleado Agraviado, una aproximación de su Pago PAGA Individual también aparecerá en la primera página de este Aviso.

Pago Individual de la Clase: Su Pago Individual de la Clase se basa en el número de Semanas Laborales que usted trabajó, según consta en los registros del Demandado, en comparación con el número total de Semanas Laborales trabajadas por todos los Miembros de la Clase durante el Período de la Clase (del 28 de abril de 2019 al 26 de septiembre de 2024). El ochenta por ciento (80%) del Pago Individual de la Clase de cada Miembro de la Clase será tratado como un pago en Acuerdo de las supuestas reclamaciones por multas e intereses y será informado en un Formulario 1099 por el Administrador del Acuerdo, y el veinte por ciento (20%) del Pago Individual de la Clase de cada Miembro de la Clase será tratado como un pago en Acuerdo de las supuestas reclamaciones por salarios impagos. El 20% asignado como salarios impagos se reducirá con las retenciones y deducciones aplicables del impuesto sobre nóminas y se informará en un Formulario W-2.

Pago PAGA Individual: Si usted trabajó para el Demandado desde el 14 de abril de 2022 hasta el 13 de diciembre de 2024 (“Período PAGA”), usted también es un “Empleado Agraviado” y recibirá un Pago PAGA Individual además de su Pago Individual de la Clase. Los Pagos PAGA Individuales se basan en el número de Períodos de Pago PAGA trabajados por cada Empleado Agraviado en comparación con la cantidad total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados durante el Período PAGA. El cien por ciento (100%) del Pago PAGA Individual de cada Empleado Agraviado será caracterizado como penalidades y no será reducido por las retenciones y deducciones de impuestos sobre la nómina. El Pago PAGA Individual será reportado en un Formulario 1099 por el Administrador del Acuerdo. Una aproximación de su Pago PAGA Individual anticipado aparece en la primera página de este Aviso.

En el caso de los Miembros de la Clase que también sean Empleados perjudicados, su Pago Individual de la Clase se combinará con su Pago PAGA Individual, y recibirán un único cheque por los pagos combinados. Si un Miembro de la Clase opta por excluirse del Acuerdo Colectivo, seguirá recibiendo un Pago PAGA Individual, ya que los Empleados perjudicados no pueden excluirse de la parte PAGA del Acuerdo en virtud de la legislación de California.

CÓMO OBTENER UN PAGO

9. RECIBO UN PAGO?

No necesita hacer nada para recibir un pago. Sin embargo, si cree que el número de Semanas Laborales o Períodos de Pago PAGA que trabajó es incorrecto, corrijalo y proporcione cualquier prueba justificativa al Administrador del Acuerdo, cuya información de contacto figura en la Sección 12 a continuación.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una Audiencia de Equidad Definitiva el 14 de noviembre de 2025 a las 8:30 a.m., para decidir si aprueba el Acuerdo. Si el Juez aprueba el Acuerdo y alguien se opone, puede haber apelaciones. Siempre es incierto cuándo podrán resolverse estas objeciones y apelaciones y resolverlas puede llevar tiempo. Si no hay ninguna objeción, la fecha efectiva del Acuerdo será la fecha de entrada en vigor de la Orden del Tribunal que conceda la aprobación definitiva.

Tras la Fecha de Entrada en Vigor, los Pagos Individuales de la Clase y los Pagos PAGA Individuales se enviarán por correo a los Miembros Participantes de la Clase y a los Empleados Agravados aproximadamente 30 días después de que la aprobación del Acuerdo por parte del Tribunal sea definitiva, siempre y cuando no haya apelaciones.

Los cheques de Acuerdo deberán cobrarse inmediatamente después de su recepción. El producto de los cheques que permanezcan sin cobrar después de 180 días a partir de la fecha de emisión se cancelará y los fondos asociados a dichos cheques se considerarán residuo en efectivo no pagado, no reclamado o abandonado de conformidad con la sección 384 del Código de Procedimiento Civil (“Residuo no pagado”). El Residuo Impagado más los intereses devengados, si los hubiere, se transmitirán a California Rural Legal Assistance, Inc.

En caso de pérdida o extravío de su cheque del Acuerdo, deberá ponerse en contacto inmediatamente con el administrador del Acuerdo para solicitar su sustitución.

Para obtener información actualizada sobre el estado de los pagos, póngase en contacto con el administrador del Acuerdo (véase la sección 12).

11. ¿A QUÉ ESTOY RENUNCIANDO PARA OBTENER UN PAGO?

Si el Tribunal aprueba este Acuerdo y a menos que usted se excluya del Acuerdo de Demanda Colectiva, se convertirá en Miembro Participante de la Clase, y eso significa que no podrá Demandar, continuar Demandando ni ser parte de ninguna otra Demanda contra el Demandado en relación con las reclamaciones legales que se resuelven en este Acuerdo. Específicamente, usted estará renunciando o “liberando” las Reclamaciones Exoneradas de la Clase descritas a continuación contra el Demandado y todos los respectivos abogados, divisiones pasadas, presentes y futuras del Demandado, predecesores, sucesores, accionistas, funcionarios, directores, miembros, inversores, empleados de nivel gerencial, agentes, fideicomisarios, representantes, administradores, empresas afiliadas, fiduciarios, cesionarios, subrogatarios, albaceas, socios, tanto individual como colectivamente, sus respectivos propietarios pasados o presentes, funcionarios, directores, accionistas, miembros, inversores, sucesores y predecesores (“Partes exoneradas”). Las exoneraciones entrarán en vigor una vez que la GSA esté totalmente financiada por el Demandado.

Reclamaciones Exoneradas de la Clase: Las “Reclamaciones Exoneradas de la Clase” son todas las reclamaciones, derechos, Demandas, responsabilidades y causas de acción, en derecho o en equidad, que surjan en cualquier momento durante el Periodo de la Clase por las reclamaciones presentadas por la Demandante en la Demanda Operativa de la Clase, o que podrían haber sido presentadas por la Demandante contra el Demandado en la Demanda Operativa de la Clase basándose en los hechos alegados en la misma.

Reclamaciones Exoneradas de PAGA: Si usted es un Empleado Agravado (es decir, si trabajó para el Demandado durante el Período PAGA), también liberará todas las reclamaciones por sanciones civiles que se alegaron o podrían haberse alegado en la Denuncia PAGA Operativa y en la Notificación PAGA sobre la base de los hechos alegados en las mismas durante el Período PAGA.

EXCLUIRSE DEL ACUERDO

12. ¿CÓMO PUEDO EXCLUIRME DEL ACUERDO?

Para excluirse del Acuerdo, debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, cuyo matasellos no podrá ser posterior al **26 de septiembre de 2025**. Asegúrese de incluir su nombre, dirección y número de teléfono, así como cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarle. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a:

Phoenix Settlement Administrators
P.O. Box 7208, Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
moses-v-cvac.phoenixcases.com

Si solicita ser excluido del Acuerdo, no estará legalmente obligado por nada de lo que ocurra en la Demanda, excepto en lo que se refiere al Acuerdo de la reclamación PAGA. Si solicita ser excluido del Acuerdo, no podrá objetar al Acuerdo y no recibirá un Pago Individual

de la Clase, pero seguirá recibiendo un Pago PAGA Individual si trabajó para el Demandado durante el Período PAGA (del 14 de abril de 2022 al 13 de diciembre de 2024). Si solicita ser excluido, podrá Demandar (o continuar Demandando) al Demandado en el futuro.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR AL DEMANDADO POR LO MISMO MÁS ADELANTE?

No. A menos que usted se excluya, renuncia a cualquier derecho a Demandar al Demandado por las reclamaciones que este Acuerdo resuelve. Si tiene una Demanda pendiente, hable con su abogado en ese caso inmediatamente. Debe excluirse de esta Clase para continuar con su propio pleito. Recuerde, la fecha límite de exclusión es el **26 de septiembre de 2025**

14. SI ME EXCLUYO, ¿PUEDO OBTENER DINERO DE ESTE FIDEICOMISO?

No. Si se excluye, no recibirá ningún dinero del Acuerdo Colectivo. Sin embargo, si se excluye oportunamente del Acuerdo de Demanda Colectiva, conservará el derecho a emprender su propia acción legal contra el Demandado, si así lo desea.

LOS ABOGADOS QUE LE REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO ABOGADO EN ESTE CASO?

El Tribunal ha determinado que el bufete de abogados Wilshire está cualificado para representarle a usted y a los miembros de la Clase en la Demanda. Estos abogados se denominan Abogados de la Clase, y su información de contacto figura a continuación. Si desea ser representado por su propio abogado, puede contratar uno por su cuenta.

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles
daviles@wilshirelawfirm.com
Samantha A. Smith
Samantha.smith@wilshirelawfirm.com
Harry Erganyan
Herganyan@wilshirelawfirm.com
Mariam Nazaretyan
mariam.nazaretyan@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Teléfono: (213) 381-9988
Fax: (213) 381-9989

16. ¿CÓMO SE PAGARÁ A LOS ABOGADOS?

Los Abogados de la Clase solicitarán al Tribunal la aprobación de hasta 1/3 del GSA (actualmente \$200,000.00) en concepto de honorarios de abogados incurridos en la investigación de los hechos, el litigio del caso y la negociación del Acuerdo. Los Abogados de la Clase también solicitarán la aprobación del Tribunal de hasta \$20,000.00 en concepto de gastos de litigio incurridos en este asunto. El Tribunal puede conceder a los Abogados de la Clase menos de lo que solicitan. Los Abogados de la Clase también solicitarán al Tribunal que apruebe el pago a la Demandante Venice Moses por la cantidad de \$7,500 además del Pago Individual de la Clase y el Pago PAGA Individual de la Demandante por la iniciativa, el riesgo y el tiempo y energía que la Demandante ha dedicado al servicio de la Clase como Representante de la Clase. El Tribunal puede otorgar al Representante de la Clase menos de lo solicitado.

OPONERSE AL ACUERDO

Puede y tiene derecho a comunicar al Tribunal que no está de Acuerdo con el Acuerdo o con alguna parte del mismo.

17. ¿CÓMO COMUNICO AL TRIBUNAL QUE ME Opongo AL ACUERDO?

Si no cree que el Acuerdo sea justo, puede oponerse a una parte o a la totalidad del Acuerdo. Puede objetar al Acuerdo en persona en la Audiencia de Aprobación Definitiva o puede presentar una objeción por escrito. Las objeciones por escrito y las notificaciones de intención de comparecer en la Audiencia de Aprobación Definitiva deben enviarse por correo al Administrador del Acuerdo y llevar matasellos del **26 de septiembre de 2025** o anterior, a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
moses-v-cvac.phoenixcases.com

La objeción por escrito debe indicar su nombre y dirección y describir todas las razones de hecho y de derecho por las que se opone a los términos del Acuerdo. También deberá incluir o adjuntar cualquier documento en el que se base su objeción. Si el Tribunal desestima la objeción en la Audiencia de Aprobación Definitiva, el Acuerdo de conciliación será aprobado y usted recibirá su pago. Si no presenta una objeción por escrito, puede comparecer de todos modos en la Audiencia de Aprobación Definitiva para expresar su objeción u observar el procedimiento de otro modo.

18. ¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y SOLICITAR LA EXCLUSIÓN?

Objetar es simplemente decirle al Tribunal que no está de Acuerdo con algo del Acuerdo. Sólo puede objetar si permanece en la Clase. Solicitar la exclusión es decirle al Tribunal que usted no quiere formar parte de la Clase. Si se excluye de la Clase, no tiene base para objetar porque el caso ya no le afecta y no obtendrá ningún dinero del Acuerdo Colectivo. Si presenta tanto una objeción como una solicitud de ser excluido del Acuerdo, la solicitud de ser excluido prevalecerá y usted no obtendrá ningún dinero del Acuerdo Colectivo.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal celebrará una Audiencia de Aprobación Definitiva para decidir si aprueba el Acuerdo.

Puede asistir y puede pedir la palabra, pero no está obligado a hacerlo.

19. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

El Tribunal celebrará una Audiencia de Aprobación Definitiva a las 8:30 a.m. en 14 de noviembre de 2025, en el Departamento 15 del Tribunal Superior del Condado de Monterey, ubicado en 1200 Aguajito Road, Monterey, CA 93940, para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se solicitará al Tribunal que apruebe las solicitudes del Pago por servicios del representante de la Clase y los Pagos por honorarios del abogado de la Clase y gastos del litigio.

20. ¿TENGO QUE ACUDIR A LA AUDIENCIA?

No. Los abogados de la Clase responderán a las preguntas que el Tribunal pueda plantear. Sin embargo, le invitamos a asistir. Si envía una objeción, no es necesario que acuda al Tribunal para hablar de ella. Siempre que haya enviado su objeción por escrito al administrador del Acuerdo a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI NO HACE NADA

21. ¿Y SI NO HAGO NADA?

Si no hace nada, recibirá un pago del Acuerdo, y quedará vinculado por los términos del Acuerdo, lo que significa que no podrá iniciar un pleito, continuar un pleito, o ser parte de cualquier otro pleito contra el Demandado sobre las cuestiones legales de la Demanda.

OBTENER MÁS INFORMACIÓN

22. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con el abogado de la Clase de Demandantes a través de los datos de contacto que figuran en la sección 15. También puede ponerse en contacto con el Administrador del Acuerdo designado por el Tribunal, Phoenix Settlement Administrators, Inc. llamando al número gratuito 1-800-523-5773 o puede escribir al Administrador a la siguiente dirección:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL O A CVAC, INC. DBA CARMEL VALLEY ATHLETIC CLUB, CVAC Y AL ABOGADO DEL REFUGIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDE LLAMAR AL ABOGADO DE LA CLASE O AL ADMINISTRADOR DEL ACUERDO, MENCIONADOS ANTERIORMENTE.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	414
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	414
Subtotal Admin Only	\$10,057.84

TOTAL COSTS	\$10,000.00
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Fixed Fee

October 22, 2025

Case: Moses v. CVAC, et al.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$140.00	1	\$140.00
Call Center & Long Distance	\$2.00	41	\$82.80
NCOA (USPS)	\$0.15	414	\$62.10
Total			\$884.90

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$105.00	3	\$315.00
Data Merge & Duplication Scrub	\$0.15	414	\$62.10
Notice Packet & Opt-Out Form	\$0.95	414	\$393.30
Postage (up to 1 oz.)	\$0.87	414	\$360.18
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,130.58

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	0	\$0.00
Remail Notice Packets	\$0.95	0	\$0.00
Estimated Postage	\$0.60	0	\$0.00
Programing Undeliverables	\$50.00	1	\$50.00
Total			\$160.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00
Case Manager	\$85.00	3	\$255.00
Total			\$1,195.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	2	\$190.00
QSF Fees, Bank Account & EIN	\$75.00	3	\$225.00
Check Run Setup & Printing	\$150.00	3	\$450.00
Mail Class Checks, W2 and 1099 *	\$1.50	414	\$621.00
Estimated Postage Checks, W2 and 1099	\$0.74	414	\$306.36
Total			\$2,602.36

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	3	\$300.00
Remail Undeliverable Checks (Postage Included)	\$1.50	75	\$112.50
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$115.00	1	\$115.00
Uncashed Check Notice Postcard (Postage Included)	\$1.50	95	\$142.50
Uncashed Check QSF Tax Filing	\$150.00	3	\$450.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$3,085.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$10,057.84