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County of Santa Barbara
Angela Braun, Executive Officer
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By: Terri Chavez , Deputy

Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
Alexander Wallin (SBN 320420)
Alexander.Wallin@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Eric Salas

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

ERIC SALAS, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

ENDO FITNESS GOLETA, LLC, a California limited liability company; ARC CONSULTING GROUP, INC., a California corporation; ENDO FITNESS LLC, a California limited liability company; ENDO FITNESS 1, LLC, a California limited liability company; ENDO FITNESS 2, LLC, a California limited liability company; ENDO FITNESS 3, LLC, a California limited liability company; ENDO FITNESS 4, LLC, a California limited liability company; ENDO FITNESS 5, LLC, a California limited liability company; ENDO FITNESS 6, LLC, a California limited liability company; ENDO FITNESS 7, LLC, a California limited liability company; ENDO FITNESS 8, LLC, a California limited liability company; ENDO FITNESS 9, LLC, a California limited liability company; ENDO FITNESS 10, LLC, a California limited liability company; ENDO FITNESS CLAREMONT, LLC, a California limited liability company; ENDO FITNESS

Case No.: 26CV01328

FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*

(1) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
(2) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
(3) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
(4) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
(5) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination;
(6) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
(7) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11020 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
(8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

DURANT, LLC, a California limited liability company; ENDO FITNESS HAYWARD, LLC, a California limited liability company; ENDO FITNESS LL, LLC, a California limited liability company; ENDO FITNESS MOORPARK, LLC, a California limited liability company; ENDO FITNESS NEWARK, LLC, a California limited liability company; ENDO FITNESS SV, LLC, a California limited liability company; ENDO FITNESS TO, LLC, a California limited liability company; FITNESS 19 CA 287, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

(9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
(10) Violation of California Business & Professions Code §§ 17200, *et seq*. (Unlawful Business Practices); and
(11) Violation of California Business & Professions Code §§ 17200, *et seq*. (Unfair Business Practices)

Jury Trial Demanded

Plaintiff Eric Salas, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code sections 2698, et seq. ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages, penalties, and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action do not exceed $75,000.

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action because there is no complete diversity, and this case falls within the statutory exceptions to "minimal diversity" jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information and belief, two-thirds or more of the class members and Defendants are citizens of California and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the alleged wage and hour violations occurred in California; (c) significant relief is being sought against Defendants whose violations of California wage and hour laws form a significant basis

for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years on behalf of the same proposed class against Defendants asserting the same or similar factual allegations.

3. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

THE PARTIES

4. Plaintiff Eric Salas is a resident of Santa Barbara, in Santa Barbara County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately June 2024 to March 2025. Plaintiff worked as a Personal Trainer for Defendants at their Fitness 19 gym located at 187 South Turnpike Road, Santa Barbara, California. Plaintiff typically worked four (4) hours or more per day, and five (5) days per week. Plaintiff's primary job duties included, without limitation, creating custom workout plans for clients, conducting fitness training sessions, and speaking with clients and potential clients.

5. ENDO FITNESS GOLETA, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. ENDO FITNESS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

7. ARC CONSULTING GROUP, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. ENDO FITNESS 1, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. ENDO FITNESS 2, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees

are engaged throughout this county and the State of California.

10. **ENDO FITNESS 3, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. **ENDO FITNESS 4, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

12. **ENDO FITNESS 5, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

13. **ENDO FITNESS 6, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

14. **ENDO FITNESS 7, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

15. **ENDO FITNESS 8,** LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California**.**

16. **ENDO FITNESS 9, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

17. **ENDO FITNESS 10, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

18. **ENDO FITNESS CLAREMONT, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

19. **ENDO FITNESS DURANT, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

20. **ENDO FITNESS HAYWARD, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

21. **ENDO FITNESS LL, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

22. **ENDO FITNESS MOORPARK, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

23. **ENDO FITNESS NEWARK, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

24. **ENDO FITNESS SV, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

25. **ENDO FITNESS TO, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

26. **FITNESS 19 CA 287, LLC** was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

27. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

28. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of Defendants at all relevant times.

29. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; FITNESS 19 CA 287, LLC; and/or DOES 1 through 10 (collectively, "Defendants" or "ENDO FITNESS"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

30. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

31. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

32. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and class members. Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled

their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or "engaged" Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

33. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have.

34. jointly exercised meaningful control over the work performed by Plaintiff and class members;

35. jointly exercised meaningful control over Plaintiff's and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;

36. jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and

37. jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

38. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

39. ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO

FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; FITNESS 19 CA 287, LLC; and DOES 1 through 10 are therefore alter egos of each other.

40. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name ENDO FITNESS.

41. Plaintiff further alleges, upon information and belief, that Defendants ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; and FITNESS 19 CA 287, LLC are alter egos of each other for the following reasons:

42. On the California Secretary of State's website (https://bizfileonline.sos.ca.gov/), ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; and ENDO FITNESS TO, LLC share the same principal address and/or mailing address of "45 South Arroyo Parkway, Pasadena, CA 91105";

43. According to Statement of Information forms filed with the California Secretary of State, ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO

FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; and FITNESS 19 CA 287, LLC share the managers or members and/or officers including, but not limited to, Robert T. Rodger and Defendant ARC CONSULTING GROUP, INC.;

44. On the California Secretary of State's website, ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; and FITNESS 19 CA 287, LLC share the same agent for service of process, "ROBERT [T][HEO] RODGER"; and

45. On information and belief, ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; and FITNESS 19 CA 287, LLC utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

46. Defendants own and operate a chain of fitness centers and health clubs in the

"high value, low price" segment, with at least 11 Fitness 19-branded gym locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Pasadena, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

47. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

48. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Pasadena, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

49. Defendants continue to employ non-exempt or hourly paid employees in California.

50. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

51. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class

members were not paid for all hours worked because all hours worked were not recorded.

52. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

53. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

54. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

55. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements.

56. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in

accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

57. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, minimum wages, meal and rest period premiums, and/or reporting time pay, within permissible time periods.

58. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages, including, but not limited to, minimum wages, meal and rest period premiums, and/or reporting time pay, within permissible time periods.

59. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive all reporting time pay when Plaintiff and class members were required to report to work but were put to work for less than half of their usual or scheduled shift. In violation of the California Labor Code and applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time pay.

60. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

61. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

62. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

63. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

64. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

65. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

66. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

67. The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

68. An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

69. The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation ("LWDA Notice") within sixty (60) calendar days of the postmark date of the aggrieved employee's notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

70. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

71. The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

72. An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

73. The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

74. On March 3, 2026, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was

accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1161468-26. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated March 3, 2026, is attached hereto as "Exhibit 1".

75. As of the filing date of this amended complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

76. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

77. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

78. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

79. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

80. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public

interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

81. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

82. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

83. Plaintiff's proposed class consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four (4) years prior to the filing of the initial complaint until the date of trial ("Class").

84. Plaintiff's proposed subclass consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

85. Members of the Class and Subclass are referred to herein as "class members."

86. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

87. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;

(b) Whether Defendants failed to provide Plaintiff and class members with meal periods;

(c) Whether Defendants failed to authorize and permit Plaintiff and class

members to take rest periods;

(d) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(e) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(f) Whether Defendants failed to timely pay minimum wages, meal and rest period premiums, and/or reporting time pay to Plaintiff and class members during their employment;

(g) Whether Defendants failed to timely pay minimum wages, meal and rest period premiums, and/or reporting time pay to Plaintiff and class members during their employment;

(h) Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11020(5);

(i) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendant;

(k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, et seq.; and

(l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

88. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate

employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

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FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages

(Against all Defendants)

89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

90. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 2-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11020(2)(G) (defining "Hours Worked").

91. First, Defendants had, and continue to have, a company-wide policy and/or practice requiring Plaintiff and class members to perform work off-the-clock before and after their scheduled shifts and on their days off. For example, Plaintiff was sometimes instructed by his managers to perform customer service tasks off-the-clock, including attending to gym members and prospective clients, assisting other employees, and cleaning the facility.

Defendants' management characterized these tasks as "gym etiquette" or customer service standards that were expected to be completed regardless of whether employees were clocked in for their shifts. Additionally, Plaintiff and class members were required to continue working after clocking out at the end of their shifts. For example, Plaintiff was expected to attend to potential clients who had walked in and provide translation services for Spanish-speaking members and clients who arrived at Defendants' premises, even after he had already clocked out, which could take up to 15 minutes each instance .

92. Moreover, Defendants' management discouraged Plaintiff and class members from recording hours worked that were not directly spent on training sessions, which caused Plaintiff and class members to perform their job duties off-the-clock. For example, at least twice per week, Plaintiff was required to spend time off-the-clock creating, reviewing, and modifying individualized training programs, and communicating with clients via text message and Defendants' mobile applications to respond to client questions, provide training support, and schedule sessions, which totaled about three (3) to four (4) hours each week. Defendants also expected Plaintiff and class members to maintain required levels of activity and responsiveness on Defendants' mobile application to meet customer service metrics.

93. Furthermore, as another example, Plaintiff and class members were required to review and participate in a mandatory group text message chats used by management to communicate announcements, discuss operational issues, and address work-related matters. Plaintiff was regularly required to review and respond to these work-related communications after his shifts and on his days off, which totaled approximately 5-10 minutes each week. Thus, Defendants failed to track the time Plaintiff and class members spent working outside of their shifts, and Plaintiff and class members received no compensation for this time.

94. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Accordingly, Defendants did not pay at least minimum wages for all hours worked by Plaintiff and class members in violation of California Labor Code sections 1182.12,

1194, 1197, 1197.1, and 1198.

95. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations

(Against all Defendants)

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

97. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. Brinker Rest. Corp. v. Superior Court, 53 Cal.4th 1004, 1041-1042 (2012).

98. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any

meal period mandated by an applicable order of the IWC.

99. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

100. First, during the relevant time period, Defendants had, and continue to have, company-wide policies and/or practices of scheduling their Trainers' workout sessions so that they were continuous throughout the entirety of their shifts, without building in time to allow for 30-minute meal periods, and of pressuring employees to maintain Defendants' intensive customer service expectations, such that Plaintiff and class members were prevented from taking all uninterrupted 30-minute meal periods to which they were entitled. Moreover, Defendants had, and continue to have, a company-wide practice and/or policy of failing to schedule meal periods, which further caused Plaintiff and class members to not be relieved for their duties for compliant meal periods.

101. For example, Plaintiff missed meal periods and was required to take shortened meal periods. According to Plaintiff's time records, on January 29, 2025, he clocked in for the start of his shift at 3:57 p.m., and clocked out for the end of his shift at 9:19 p.m. Thus, Plaintiff worked a total of 5 hours and 22 minutes (or 5.37 hours) without being provided a meal period. As another example, according to Plaintiff's time records, on January 31, 2025, he clocked in for the start of his shift at 3:56 p.m., and clocked out for the end of his shift at 9:08 p.m. Thus, Plaintiff worked a total of 5 hours and 12 minutes (or 5.20 hours) without being provided a meal period. Plaintiff and class members did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

102. Moreover, Defendants had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first and/or

second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, Defendants' "Meal Waiver" forms require employees to provide written notice should they wish to revoke the waiver. Defendants' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Plaintiff and class members from taking all meal periods to which they were entitled.

103. 78. Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." Brinker, 53 Cal.4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

104.

105. [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

106.

107. Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants required Plaintiff and class members to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and class members with meal periods did not arise until they had employed them for a full five (5) hours.

108. At all times mentioned herein, Defendants knew or should have known that as a result of their policies, Plaintiff and class members were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have known that they did not pay Plaintiff and class members meal period premiums when meal periods were

late, interrupted, shortened, and/or missed.

109. Furthermore, Defendants have engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

110. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

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THIRD CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations

(Against all Defendants)

111. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

112. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

113. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

114. At all relevant times, California Labor Code section 226.7 provides that no

employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." Augustus v. ABM Security Services, Inc., 2 Cal.5th 257, 273 (2016).

115. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide scheduling policies and/or practices and pressuring employees to maintain Defendants' intensive customer service expectations, prevented Plaintiff and class members from being relieved of all duty in order to take compliant rest periods. Defendants also wholly failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class members not being authorized and permitted to take compliant rest periods.

116. Furthermore, upon information and belief, Defendants maintained a company-wide on-premises rest period policy, which effectively required that Plaintiff and/or class members remain on the premises during their rest periods. Because Plaintiff and/or class members were restricted from leaving Defendants' premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and/or class members during rest periods.

117. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Plaintiff had to forgo his rest periods at least once per week, due to Defendants' scheduling policies and intensive customer service expectations. Additionally, when Plaintiff was able to

take his rest periods, they were cut short at least twice per week, because his managers instructed him to return to work to attend to a potential member or client who had walked in.

118. Defendants also have engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

119. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

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FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

121. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

122. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all

applicable hourly rates in effect during the pay period, including rates of pay for minimum wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

123. Because Defendants did not record the time Plaintiff and Subclass members spent working off the clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

124. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

125. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

126. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

127. Plaintiff and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination

(Against all Defendants)

128. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

129. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

130. On information and belief, Defendants had, and continue to have, a company-

wide practice and/or policy of paying departing employees their final wages late or on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff voluntarily resigned on or about March 20, 2025; however, Defendants did not provide Plaintiff with his final wages until about one (1) week later. Thus, Defendants failed to pay Plaintiff his final wages within the requisite time limit, in violation of California Labor Code section 202.

131. Additionally, during the relevant time period, Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants all their earned wages, including, but not limited to, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

132. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment

(Against all Defendants)

133. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

134. This cause of action is dependent upon, and wholly derivative of, the minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff and class members during their employment.

135. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th)

days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

136. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

137. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

138. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

SEVENTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11020 Subdivision 5(A)—Failure to Provide Reporting Time Pay

(Against all Defendants)

139. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

140. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

141. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11020(5)(A), provides that "[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day's work, the employer shall be pay him/her for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." Aleman v. AirTouch Cellular, 209 Cal.App.4th 556 (2012).

142. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11020(5)(A), because Defendants failed to pay Plaintiff and class members reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

143. Defendants had a company-wide practice of sending Plaintiff and class members home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff and class members for half of their usual or scheduled shift. For example, when scheduled to work a shift of at least four (4) hours, Defendants' managers sent Plaintiff home before he had worked two (2) hours after the start of his shift. Although Plaintiff and class members reported to work based on the schedule that was provided to them, Defendants would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, Defendants did not pay Plaintiff and class members for at least half of their scheduled day's work or the minimum reporting time pay.

144. Accordingly, Plaintiff and class members were not properly compensated with

reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11020(5)(A). Plaintiff and class members are therefore entitled to recover from Defendants unpaid wages and interest.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses

(Against all Defendants)

145. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

146. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. Cochran v. Schwan's Home Service, Inc., 228 Cal.App.4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 2-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 2-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

147. First, during the relevant time period, Defendants, on a company-wide basis, required Plaintiff and class members to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but have failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Plaintiff was required to use his personal cellular phone to communicate with clients, coworkers, and managers regarding work-related matters. Although Defendants required Plaintiff and class members to use their personal mobile devices and/or

mobile data to carry out their work-related duties, Defendants failed to fully reimburse them for all of their costs incurred.

148. Second, during the relevant time period, Defendants required Plaintiff and class members to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff spent approximately $20 on weight clips, $20 on resistance bands, and $20 on wrist straps he used for completing training assignments, because Defendants failed to provide him with the necessary supplies which were required for him to complete his assigned duties.

149. Third, during the relevant time period, Defendants required Plaintiff and class members to report to work in clean and presentable uniforms, including uniform shirts bearing the Fitness 19 brand logo. Defendants' "Dress Code" policy requires that "[a]ll clothing must be clean, wrinkle free and without holes." However, Defendants did not provide their employees with sufficient uniforms to wear for their shifts throughout the week and for the tasks they are required to perform. For example, Defendants only provided Plaintiff with one (1) uniform shirt at the time of hire. Because Defendants failed to provide Plaintiff and class members with an adequate number of uniform shirts in relation to their scheduled shifts and duties they were assigned, Plaintiff and class members had to wash their uniforms more frequently than their other clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain uniforms they required Plaintiff and class members to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

150. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices, supplies and equipment, as well as an adequate number of uniform items or access to laundering services; or Defendants could have reimbursed employees for the costs of their mobile device usage, supply and equipment expenses, and laundering expenses, or provided a uniform maintenance allowance. Instead, Defendants passed these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

151. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

152. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq*.

(Against all Defendants)

153. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

154. California Labor Code sections 2698, et seq. permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and 2810.5.

155. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

156. Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

157. Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

158. Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC

Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

159. Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

160. Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

161. Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

162. Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

163. Violation of Labor Code sections section 1198 and the applicable IWC Wage Order for failure to pay reporting time pay when Plaintiff and other aggrieved employees were put to work for less than half of their usual or scheduled shifts, as alleged herein;

164. Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and

165. Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to provide notice of material terms of employment, as set forth below.

166. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code

§ 2810.5(a)(1)(A)-(C).

167. On information and belief, at all relevant times, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

168. Defendants' failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

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TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* – Unlawful Business Practices

(Against all Defendants)

169. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

170. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

171. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injuries in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

172. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, et seq.

173. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on the violation of any state or federal law. In the instant case, Defendants'

policies and practices have violated state law in at least the following respects:

174. Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

175. Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

176. Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

177. Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

178. Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code sections 204, as alleged herein;

179. Failing to pay reporting time pay in violation of California Labor Code section 1198 and the applicable IWC Wage Order; as alleged herein;

180. Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and

181. Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

182. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and

material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

183. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and class members that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

184. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

185. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq*. –

Unfair Business Practices

(Against all Defendants)

186. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

187. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

188. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injuries in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

189. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." Safeway, Inc. v. Superior Court, 238 Cal.App.4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, et seq. (Id.)

190. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

191. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

192. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount**.**

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Class Certification

193. That this case be certified as a class action;

194. That Plaintiff be appointed as the representatives of the Class and Subclass;

195. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

196. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

197. For general unpaid wages and such general and special damages as may be appropriate;

198. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

199. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

200. For liquidated damages pursuant to California Labor Code section 1194.2; and

201. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

202. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

203. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

204. For all actual, consequential, and incidental losses and damages, according to proof;

205. For premiums pursuant to California Labor Code section 226.7(c);

206. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

207. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

208. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

209. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

210. That the Court make an award to the Plaintiff and class members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

211. For all actual, consequential, and incidental losses and damages, according to proof;

212. For premiums pursuant to California Labor Code section 226.7(c);

213. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

214. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

215. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

216. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

217. For all actual, consequential, and incidental losses and damages, according to proof;

218. For injunctive relief pursuant to California Labor Code section 226(h);

219. For statutory penalties pursuant to California Labor Code section 226(e);

220. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

221. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

222. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay minimum wages, meal and rest period premiums, and/or reporting time pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

223. For all actual, consequential and incidental losses and damages, according to proof;

224. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

225. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

226. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

227. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

228. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members minimum wages, meal and rest period premiums, and/or reporting time pay during their employment;

229. For all actual, consequential and incidental losses and damages, according to proof;

230. For statutory penalties, plus 25 percent of the amount of wages unlawfully withheld, according to proof pursuant to California Labor Code section 210;

231. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

232. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

233. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

234. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11020(5)(A) by failing to provide Plaintiff and class members with reporting time pay;

235. For all actual, consequential and incidental losses and damages, according to proof;

236. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law; and

237. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

238. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members.

239. For unpaid business-related expenses and such general and special damages as may be appropriate;

240. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

241. For all actual, consequential, and incidental losses and damages, according to proof;

242. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

243. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

244. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

245. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

246. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

247. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

248. For pre-judgment and post-judgment interest as provided by law; and

249. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

250. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all minimum wages due to them; failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, et seq.;

251. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

252. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, et seq.;

253. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

254. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

255. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, et seq.;

256. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

257. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, et seq.;

258. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

259. For pre-judgment and post-judgment interest as provided by law; and

260. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 27, 2026

Respectfully submitted,

Capstone Law APC

By: Roxanna Tabatabaeepour

Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Eric Salas

EXHIBIT “1”

1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

March 3, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/411)

Subject: *Eric Salas v. Endo Fitness Goleta, LLC, et al.*

Dear PAGA Administrator:

This office represents Eric Salas connection with his claims under the California Labor Code. Mr. Salas was an employee of ENDO FITNESS GOLETA, LLC; ARC CONSULTING GROUP, INC.; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; and FITNESS 19 CA 287, LLC. For the purpose of this letter, Mr. Salas collectively refers to these entities as "ENDO FITNESS."

The employers may be contacted directly at the addresses below:

ENDO FITNESS GOLETA, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ARC CONSULTING GROUP, INC.
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 1, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 2, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 3, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 4, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 5, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 6, LLC
5225 CANYON CREST DRIVE, #18
RIVERSIDE, CA 92507

ENDO FITNESS 6, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 7, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 8, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 9, LLC
28015 GREENSPOT ROAD
HIGHLAND, CA 92346

ENDO FITNESS 9, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS 10, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS CLAREMONT, LLC
364 SOUTH INDIAN HILL BOULEVARD
CLAREMONT, CA 91711

ENDO FITNESS CLAREMONT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS DURANT, LLC
10950 INTERNATIONAL BOULEVARD
OAKLAND, CA 94603

ENDO FITNESS DURANT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS HAYWARD, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS LL, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS MOORPARK, LLC
543 LOS ANGELES DRIVE
MOORPARK, CA 93021

ENDO FITNESS MOORPARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS NEWARK, LLC
6203 JARVIS AVENUE
NEWARK, CA 94560

ENDO FITNESS NEWARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS SV, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS TO, LLC
1736 EAST AVENIDA DE LOS ARBOLES
THOUSAND OAKS, CA 91362

ENDO FITNESS TO, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

FITNESS 19 CA 287, LLC
2560 NORTH PERRID BOULEVARD, S1
PERRIS, CA 92571

Mr. Salas intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Salas seeks relief on behalf of himself, the State of California, and other persons who are or were employed by ENDO FITNESS as a non-exempt, hourly paid employee in California and who received at least one wage statement

("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

ENDO FITNESS employed Mr. Salas as an hourly paid, non-exempt employee from approximately June 2024 to March 2025. Mr. Salas worked as a Personal Trainer for ENDO FITNESS at its Fitness 19 gym located at 187 South Turnpike Road, Santa Barbara, California. During his employment, Mr. Salas typically worked four (4) hours or more per day and five (5) days per week. By the end of his employment, Mr. Salas was compensated approximately $16.50 per hour, plus bonuses, incentives, and commissions. His job duties included, without limitation, creating custom workout plans for clients, conducting fitness training sessions, and speaking with clients and potential clients.

ENDO FITNESS has committed each of the following Labor Code violations against Mr. Salas, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1): [1]

ENDO FITNESS's Company-Wide and Uniform Payroll and HR Practices

ENDO FITNESS GOLETA, LLC; ENDO FITNESS LLC; ENDO FITNESS 1, LLC; ENDO FITNESS 2, LLC; ENDO FITNESS 3, LLC; ENDO FITNESS 4, LLC; ENDO FITNESS 5, LLC; ENDO FITNESS 6, LLC; ENDO FITNESS 7, LLC; ENDO FITNESS 8, LLC; ENDO FITNESS 9, LLC; ENDO FITNESS 10, LLC; ENDO FITNESS CLAREMONT, LLC; ENDO FITNESS DURANT, LLC; ENDO FITNESS HAYWARD, LLC; ENDO FITNESS LL, LLC; ENDO FITNESS MOORPARK, LLC; ENDO FITNESS NEWARK, LLC; ENDO FITNESS SV, LLC; ENDO FITNESS TO, LLC; and FITNESS 19 CA 287, LLC are California limited liability companies; while ARC CONSULTING GROUP, INC. is a California corporation. Together, they own and operate a chain of fitness centers and health clubs in the "high value, low price" segment, with at least 11 Fitness 19-branded gym locations in California. Upon information and belief, ENDO FITNESS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pasadena, California, for all non-exempt, hourly paid employees working for ENDO FITNESS in California, including Mr. Salas and other aggrieved employees. At all relevant times, ENDO FITNESS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Salas and other aggrieved employees, regardless of their location or position.

Upon information and belief, ENDO FITNESS maintains a centralized Payroll department at its corporate headquarters in Pasadena, California, which processes payroll for all non-exempt, hourly paid employees working for ENDO FITNESS in California, including Mr. Salas and other aggrieved employees. Further, ENDO FITNESS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Salas and other aggrieved employees, irrespective of their location, position, or manner in which each

[1] These facts, theories, and claims are based on Mr. Salas's experience and counsel's review of those records currently available relating to Mr. Salas's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Salas reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

employee's employment ended. In other words, ENDO FITNESS utilized the same methods and formulas when calculating wages due to Mr. Salas and other aggrieved employees in California.

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 2-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11020(2)(G) (defining "Hours Worked").

First, ENDO FITNESS had, and continues to have, a company-wide policy and/or practice requiring Mr. Salas and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts and on their days off. For example, Mr. Salas was sometimes instructed by his managers to perform customer service tasks off-the-clock, including attending to gym members and prospective clients, assisting other employees, and cleaning the facility. ENDO FITNESS's management characterized these tasks as "gym etiquette" or customer service standards that were expected to be completed regardless of whether employees were clocked in for their shifts. Additionally, Mr. Salas and other aggrieved employees were required to continue working after clocking out at the end of their shifts. For example, Mr. Salas was expected to attend to potential clients who had walked in and provide translation services for Spanish-speaking members and clients who arrived at ENDO FITNESS's premises, even after he had already clocked out, which could take up to 15 minutes each instance.

Moreover, ENDO FITNESS's management discouraged Mr. Salas and other aggrieved employees from recording hours worked that were not directly spent on training sessions, which caused Mr. Salas and other aggrieved employees to perform their job duties off-the-clock. For example, at least twice per week, Mr. Salas was required to spend time off-the-clock creating, reviewing, and modifying individualized training programs, and communicating with clients via text message and ENDO FITNESS's mobile applications to respond to client questions, provide training support, and schedule sessions, which totaled about three (3) to four (4) hours each week. ENDO FITNESS also expected Mr. Salas and other aggrieved employees to maintain required levels of activity and responsiveness on ENDO FITNESS's mobile application to meet customer service metrics.

Furthermore, as another example, Mr. Salas and other aggrieved employees were required to review and participate in a mandatory group text message chats used by management to communicate announcements, discuss operational issues, and address work-related matters. Mr. Salas was regularly required to review and respond to these work-related communications after his shifts and on his days off, which totaled approximately 5-10 minutes each week. Thus, ENDO FITNESS failed to track the time Mr. Salas and other aggrieved employees spent working outside of their shifts, and Mr. Salas and other aggrieved employees received no compensation for this time.

ENDO FITNESS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Salas and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Accordingly, ENDO FITNESS did not pay at least minimum wages for those hours

worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, ENDO FITNESS regularly failed to pay at least minimum wages to Mr. Salas and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, ENDO FITNESS had, and continues to have, company-wide policies and/or practices of scheduling its Trainers' workout sessions so that they were continuous throughout the entirety of their shifts, without building in time to allow for 30-minute meal periods, and of pressuring employees to maintain ENDO FITNESS's intensive customer service expectations, such that Mr. Salas and other aggrieved employees were prevented from taking all uninterrupted 30-minute meal periods to which they were entitled. Moreover, ENDO FITNESS had, and continues to have, a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Salas and other aggrieved employees to not be relieved for their duties for compliant meal periods.

For example, Mr. Salas missed meal periods and was required to take shortened meal periods. According to Mr. Salas's time records, on January 29, 2025, he clocked in for the start of his shift at 3:57 p.m., and clocked out for the end of his shift at 9:19 p.m. Thus, Mr. Salas worked a total of 5 hours and 22 minutes (or 5.37 hours) without being provided a meal period. As another example, according to Mr. Salas's time records, on January 31, 2025, he clocked in for the start of his shift at 3:56 p.m., and clocked out for the end of his shift at 9:08 p.m. Thus, Mr. Salas worked a total of 5 hours and 12 minutes (or 5.20 hours) without being provided a meal period. Mr. Salas and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, ENDO FITNESS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. ENDO FITNESS took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, ENDO FITNESS's "Meal Waiver" forms require employees to provide written notice should they wish to revoke the waiver. ENDO FITNESS's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Salas and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That ENDO FITNESS required Mr. Salas and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because ENDO FITNESS's obligation to provide Mr. Salas and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, ENDO FITNESS knew or should have known that, as a result of these policies, Mr. Salas and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. ENDO FITNESS further knew or should have known that ENDO FITNESS did not pay Mr. Salas and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, ENDO FITNESS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Salas and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, ENDO FITNESS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc*., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, ENDO FITNESS regularly failed to authorize and permit Mr. Salas and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, ENDO FITNESS's company-wide scheduling policies and/or practices and pressuring employees to maintain ENDO FITNESS's intensive customer service expectations, prevented Mr. Salas and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. ENDO FITNESS also wholly failed to schedule rest periods, which, coupled with ENDO FITNESS's failure to provide adequate rest period coverage, further led to Mr. Salas and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, ENDO FITNESS maintained a company-wide on-premises rest period policy, which effectively required that Mr. Salas and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Salas and/or other aggrieved employees were restricted from leaving ENDO FITNESS's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, ENDO FITNESS effectively maintained control over Mr. Salas and/or other aggrieved employees during rest periods.

As a result of ENDO FITNESS's practices and policies, Mr. Salas and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Salas had to forgo his rest periods at least once per week, due to ENDO FITNESS's scheduling policies and intensive customer service expectations. Additionally, when Mr. Salas was able to take his rest periods, they were cut short at least twice per week, because his managers instructed him to return to work to attend to a potential member or client who had walked in.

ENDO FITNESS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of

this practice and/or policy, Mr. Salas and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, ENDO FITNESS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. ENDO FITNESS has not provided Mr. Salas and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, ENDO FITNESS has knowingly and intentionally provided Mr. Salas and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, ENDO FITNESS issued uniform wage statements to Mr. Salas and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for minimum wages, and the corresponding number of hours worked at each hourly rate. Specifically, ENDO FITNESS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because ENDO FITNESS did not accurately record the time Mr. Salas and other aggrieved employees spent working off-the-clock, ENDO FITNESS did not list the correct amount of gross wages and net wages earned by Mr. Salas and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, ENDO FITNESS failed to accurately list the total number of hours worked by Mr. Salas and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), ENDO FITNESS willfully failed to maintain accurate payroll records for Mr. Salas and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, ENDO FITNESS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Mr. Salas and other aggrieved employees, in violation of section 1198.

Because ENDO FITNESS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Salas and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Salas and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

On information and belief, ENDO FITNESS had, and continues to have, a company-wide practice and/or policy of paying departing employees their final wages late or on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Salas voluntarily resigned on or about March 20, 2025; however, ENDO FITNESS did not provide Mr. Salas with his final wages until about one (1) week later. Thus, ENDO FITNESS failed to pay Mr. Salas his final wages within the requisite time limit, in violation of California Labor Code section 202.

Additionally, during the relevant time period, ENDO FITNESS failed to pay Mr. Salas and other aggrieved employees all wages due to them, including, but not limited to, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, ENDO FITNESS willfully failed to pay Mr. Salas and other aggrieved employees who are no longer employed by ENDO FITNESS the earned and unpaid wages set forth above, including but not limited to, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving ENDO FITNESS's employ.

Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11020 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11020(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the

usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, ENDO FITNESS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11020(5)(A), because ENDO FITNESS failed to pay Mr. Salas and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

ENDO FITNESS had a company-wide practice of sending Mr. Salas and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Salas and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work a shift of at least four (4) hours, ENDO FITNESS's managers sent Mr. Salas home before he had worked two (2) hours after the start of his shift. Although Mr. Salas and other aggrieved employees reported to work based on the schedule that was provided to them, ENDO FITNESS would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, ENDO FITNESS did not pay Mr. Salas and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Accordingly, Mr. Salas and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11020(5)(A). Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 2-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 2-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, ENDO FITNESS, on a company-wide basis, required Mr. Salas and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for

the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Salas was required to use his personal cellular phone to communicate with clients, coworkers, and managers regarding work-related matters. Although ENDO FITNESS required Mr. Salas and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, ENDO FITNESS failed to fully reimburse them for all of their costs incurred.

Second, during the relevant time period, ENDO FITNESS required Mr. Salas and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Salas spent approximately $20 on weight clips, $20 on resistance bands, and $20 on wrist straps he used for completing training assignments, because ENDO FITNESS failed to provide him with the necessary supplies which were required for him to complete his assigned duties.

Third, during the relevant time period, ENDO FITNESS required Mr. Salas and other aggrieved employees to report to work in clean and presentable uniforms, including uniform shirts bearing the Fitness 19 brand logo. ENDO FITNESS's "Dress Code" policy requires that "[a]ll clothing must be clean, wrinkle free and without holes." However, ENDO FITNESS did not provide its employees with sufficient uniforms to wear for their shifts throughout the week and for the tasks they are required to perform. For example, ENDO FITNESS only provided Mr. Salas with one (1) uniform shirt at the time of hire. Because ENDO FITNESS failed to provide Mr. Salas and other aggrieved employees with an adequate number of uniform shirts in relation to their scheduled shifts and duties they were assigned, Mr. Salas and other aggrieved employees had to wash their uniforms more frequently than their other clothing, thus incurring additional laundry expenses for the upkeep of their uniforms. Thus, ENDO FITNESS failed to maintain uniforms they required Mr. Salas and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

ENDO FITNESS could have provided Mr. Salas and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, supplies and equipment, as well as an adequate number of uniform items or access to laundering services; or ENDO FITNESS could have reimbursed employees for the costs of their mobile device usage, supply and equipment expenses, and laundering expenses, or provided a uniform maintenance allowance. Instead, ENDO FITNESS passed these operating costs onto Mr. Salas and other aggrieved employees. At all relevant times, Mr. Salas did not earn at least two (2) times the minimum wage.

Thus, ENDO FITNESS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act

provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

On information and belief, ENDO FITNESS failed to provide Mr. Salas and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). ENDO FITNESS's failure to provide Mr. Salas and other aggrieved employees with written notice of basic information regarding their employment with ENDO FITNESS is in violation of Labor Code section 2810.5.

Mr. Salas and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring ENDO FITNESS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." ENDO FITNESS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Salas's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Salas seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Salas, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against ENDO FITNESS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Salas seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

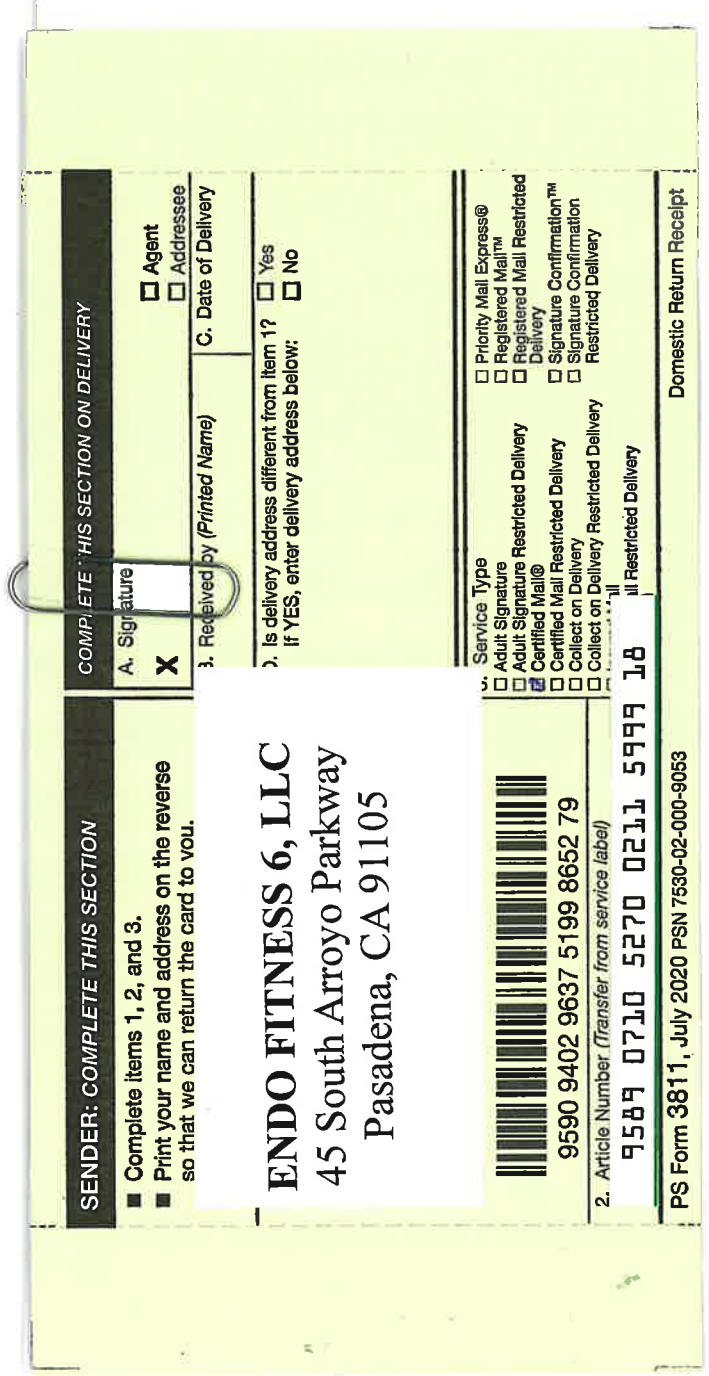
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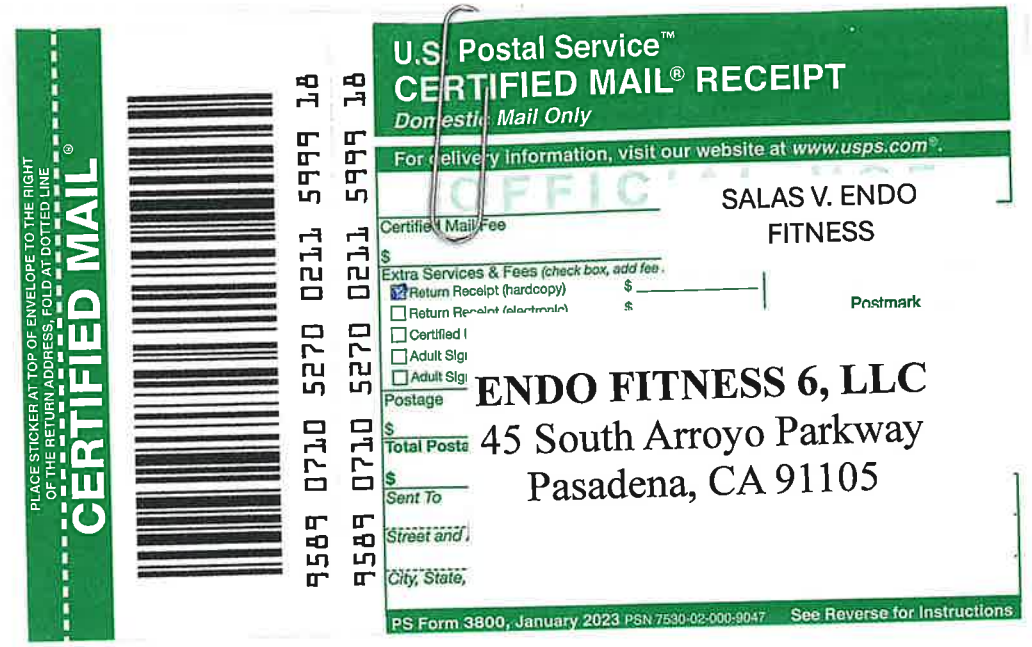


Alexander Lima

Copy: ENDO FITNESS GOLETA, LLC (via U.S. Certified Mail); ARC CONSULTING GROUP, INC. (via U.S. Certified Mail); ENDO FITNESS LLC (via U.S. Certified Mail); ENDO FITNESS 1, LLC (via U.S. Certified Mail); ENDO FITNESS 2, LLC (via U.S. Certified Mail); ENDO FITNESS 3, LLC (via U.S. Certified Mail); ENDO FITNESS 4, LLC (via U.S. Certified Mail); ENDO FITNESS 5, LLC (via U.S. Certified Mail); ENDO FITNESS 6, LLC (via U.S. Certified Mail); ENDO FITNESS 7, LLC (via U.S. Certified Mail); ENDO FITNESS 8, LLC (via U.S. Certified Mail); ENDO FITNESS 9, LLC (via U.S. Certified Mail); ENDO FITNESS 10, LLC (via U.S. Certified Mail); ENDO FITNESS CLAREMONT, LLC (via U.S. Certified Mail); ENDO FITNESS DURANT, LLC (via U.S. Certified Mail); ENDO FITNESS HAYWARD, LLC (via U.S. Certified Mail); ENDO FITNESS LL, LLC (via U.S. Certified Mail); ENDO FITNESS MOORPARK, LLC (via U.S. Certified Mail); ENDO FITNESS NEWARK, LLC (via U.S. Certified Mail); ENDO FITNESS SV, LLC (via U.S. Certified Mail); ENDO FITNESS TO, LLC (via U.S. Certified Mail); FITNESS 19 CA 287, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067





ENDO FITNESS 6, LLC
45 South Arroyo Parkway
Pasadena, CA 91105

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS GOLETA, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8651 32

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5995 29

PS Form 3811, July 2020 PSN 7530-02-000-9053 — Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* — C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

9589 0710 5270 0211 5995 29

9589 0710 5270 0211 5995 29

U.S. Postal Service™
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Certified Mail Fee
$
Extra Services & Fees (Check box, add fee as appropriate)
☑ Return receipt (hardcopy) $ _____
☐ Return receipt (electronic) $ _____
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
Postage
$
Total Postage and Fees
$
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

SALAS V. ENDO
FITNESS

Postmark

PS Form 3800, January 2023 PSN 7530-02-000-9047 — See Reverse for Instructions

ENDO FITNESS GOLETA, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

ENDO FITNESS GOLETA, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

ENDO FITNESS LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

9590 9402 9637 5199 8651 49

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5995 36

PS Form 3811, July 2020 PSN 7530-02-000-9053

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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9589 0710 5270 0211 5995 36

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OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as appropriate)
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified
☐ Adult Sig
☐ Adult Sig
Postage
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Total Postage
$
Sent To
Street and
City, State,

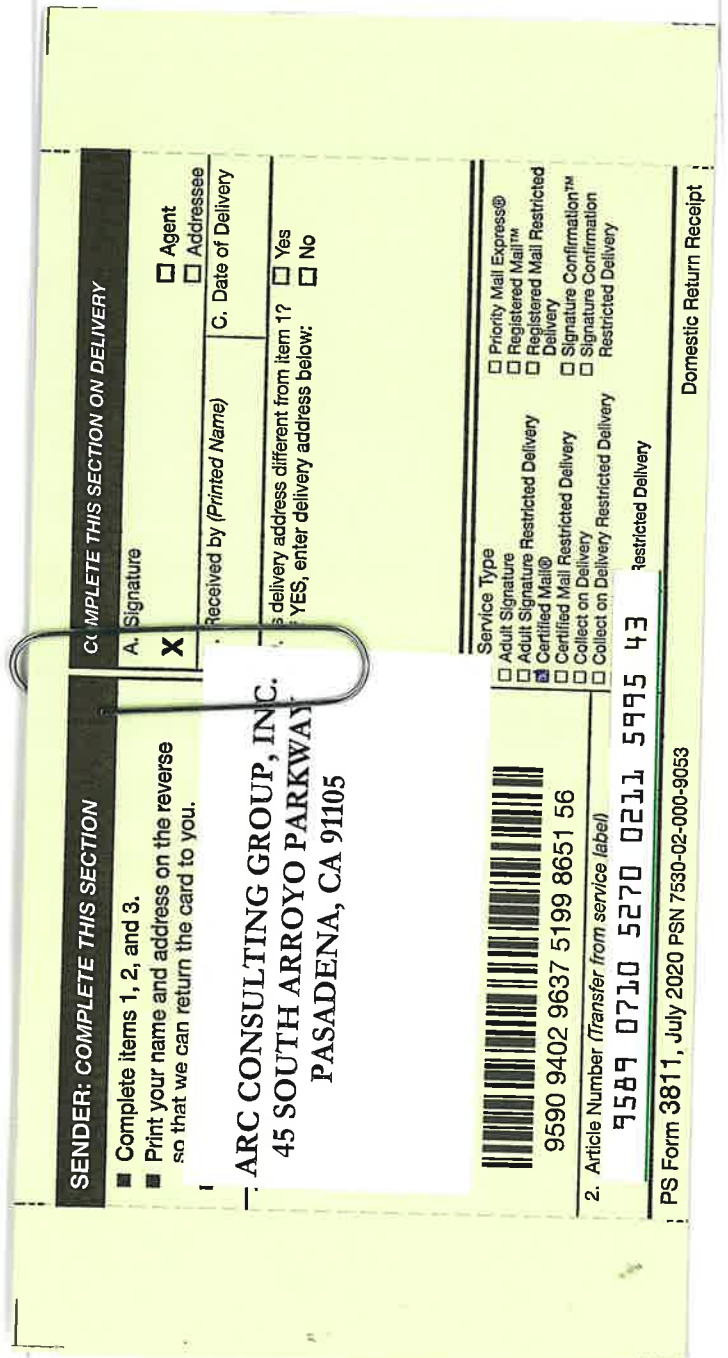
SALAS V. ENDO
FITNESS

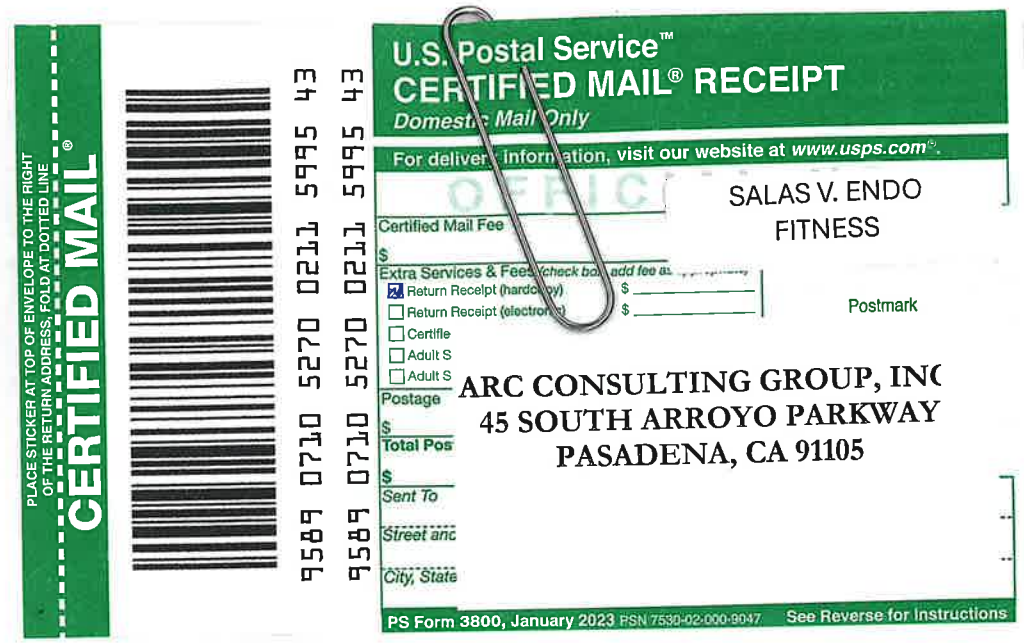
ENDO FITNESS LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

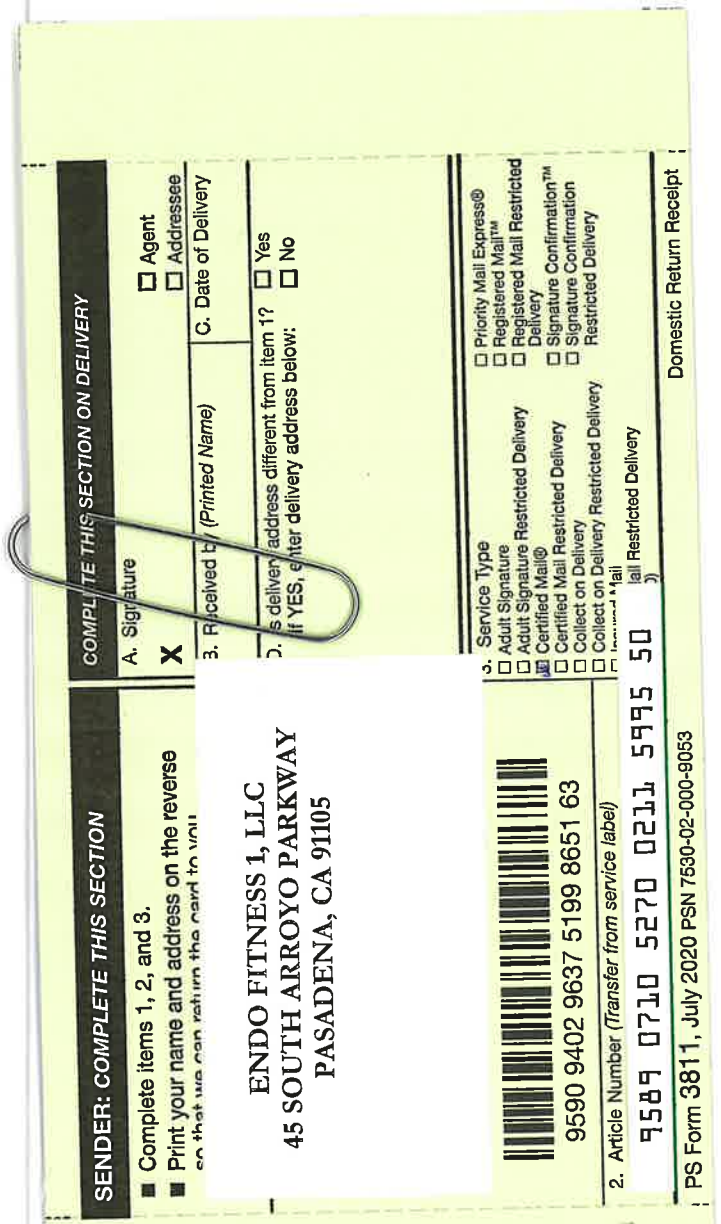
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

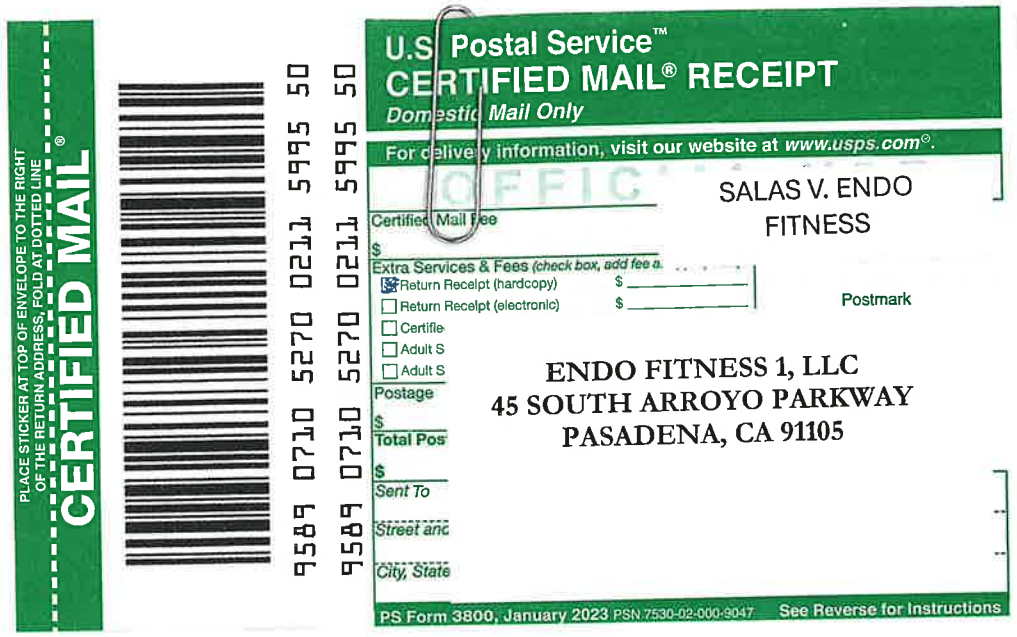




ARC CONSULTING GROUP, INC.
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

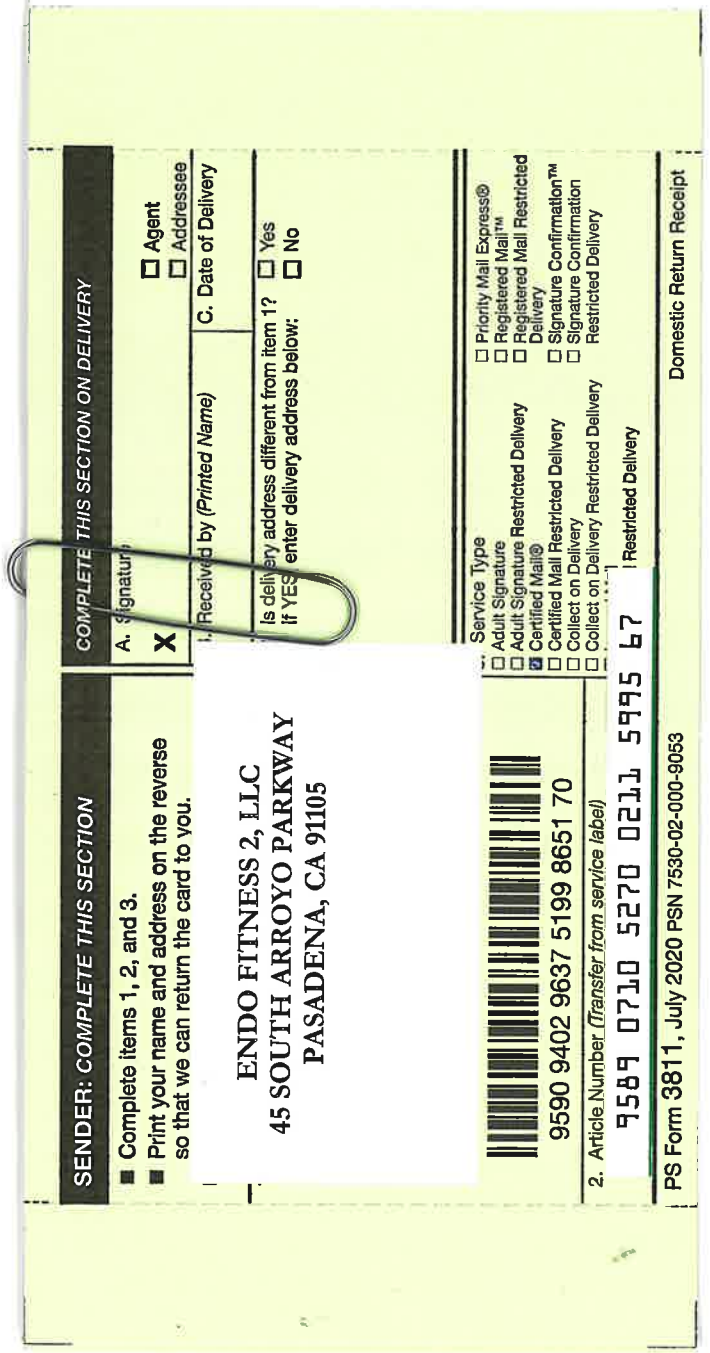
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067





ENDO FITNESS 1, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

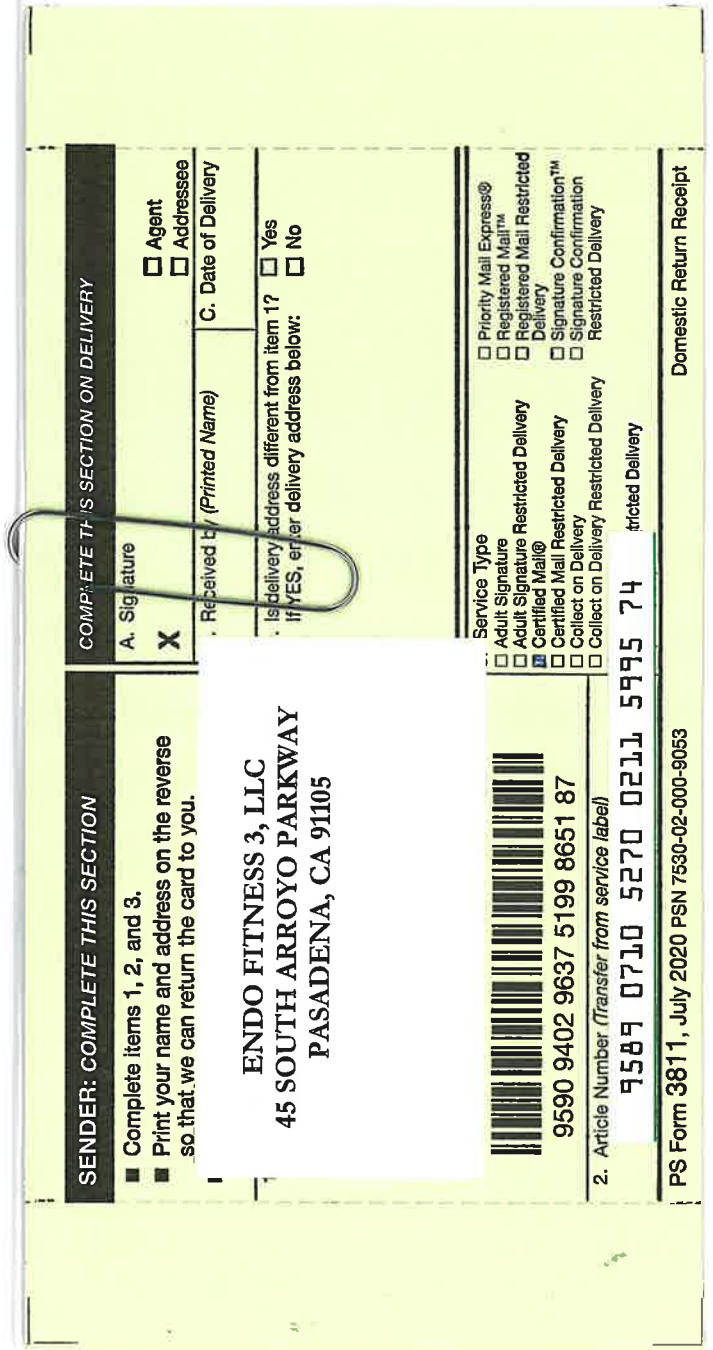
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067





ENDO FITNESS 2, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

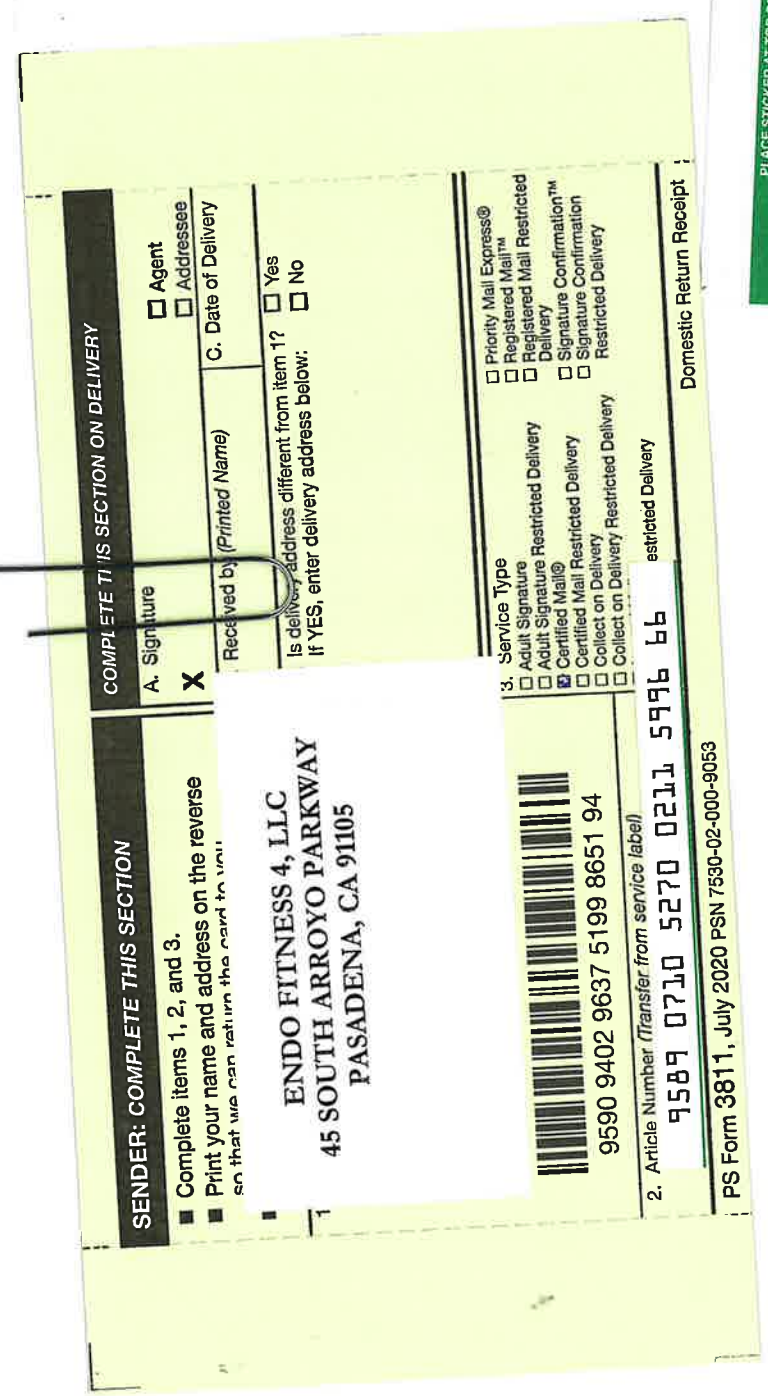
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

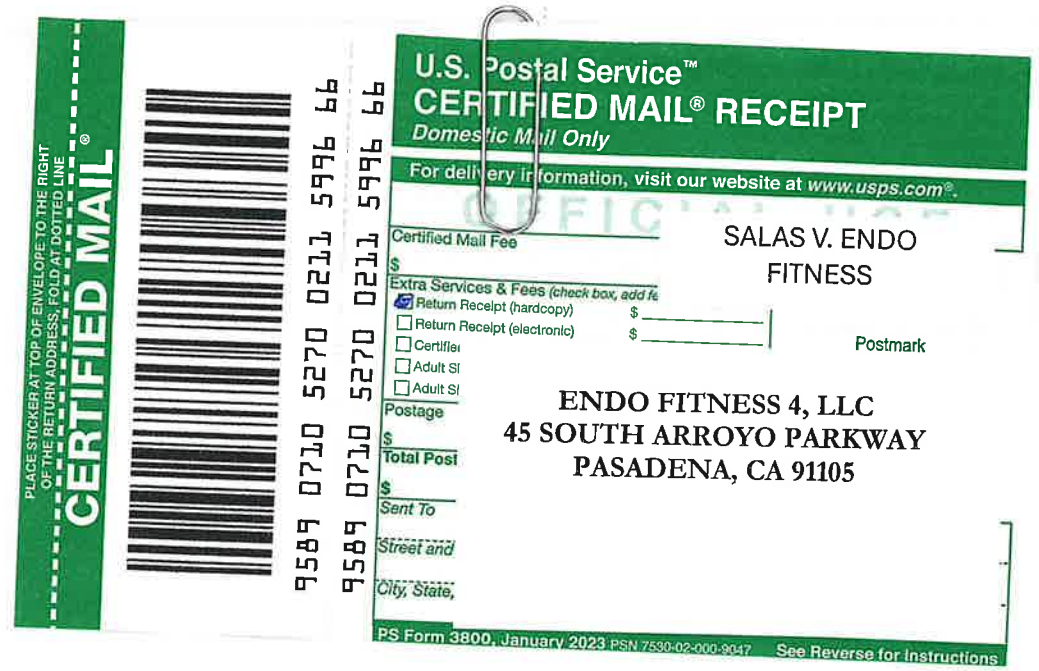




ENDO FITNESS 3, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

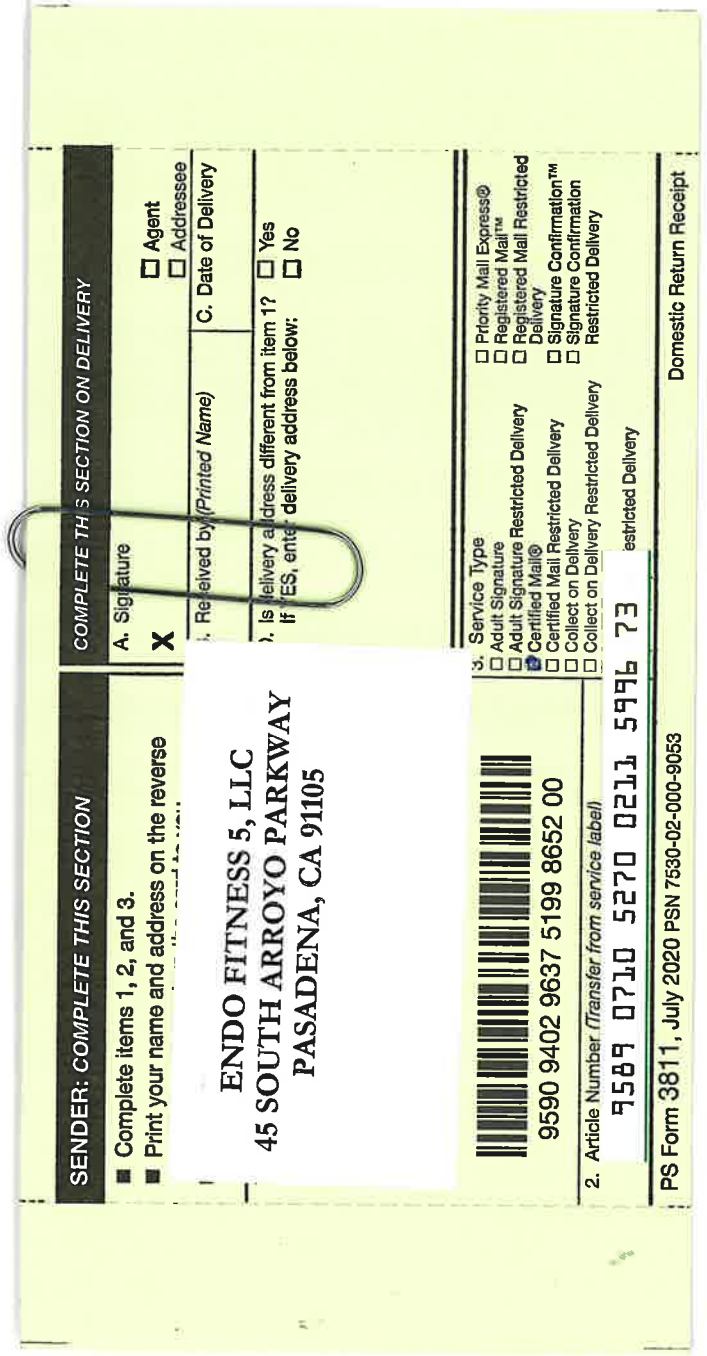
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

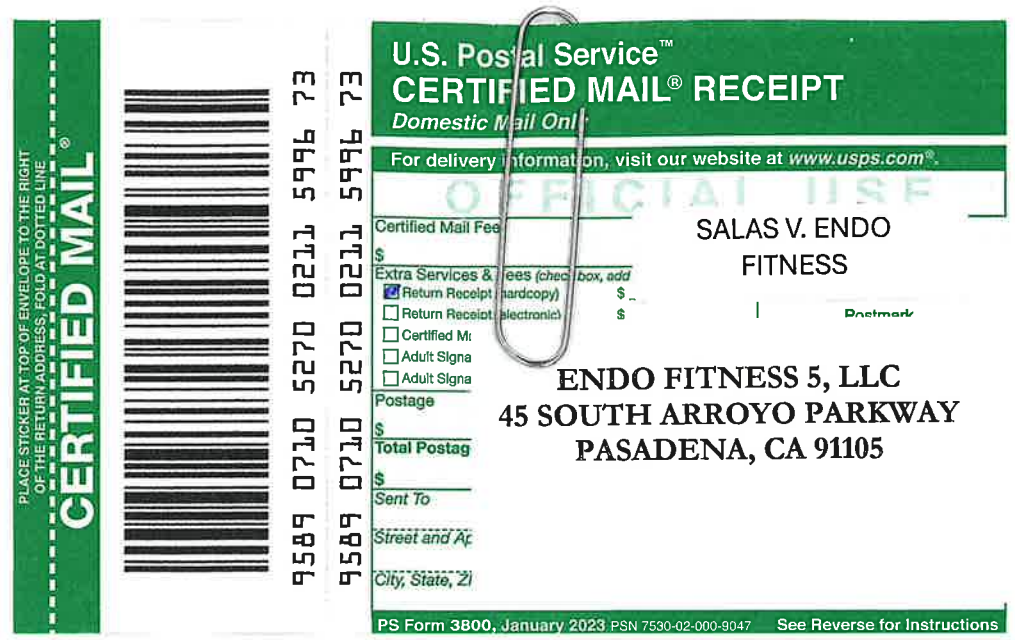




ENDO FITNESS 4, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

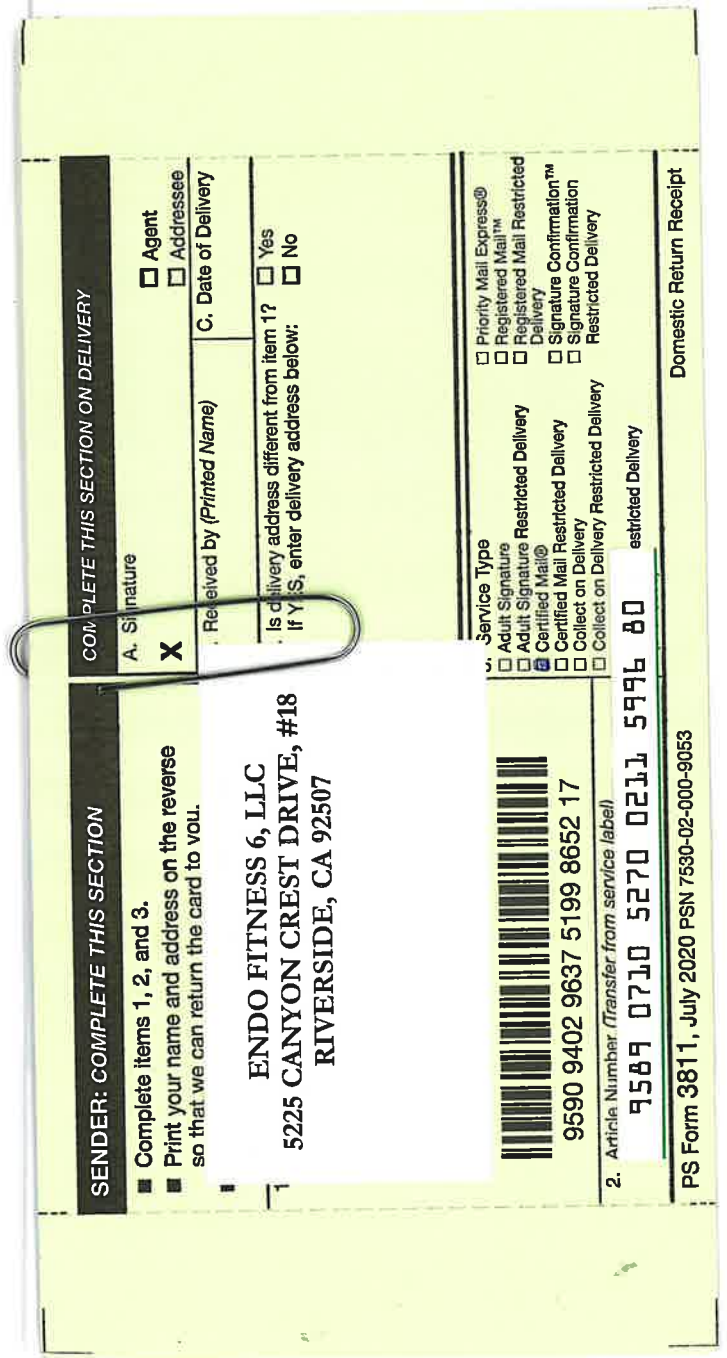
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067





ENDO FITNESS 5, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

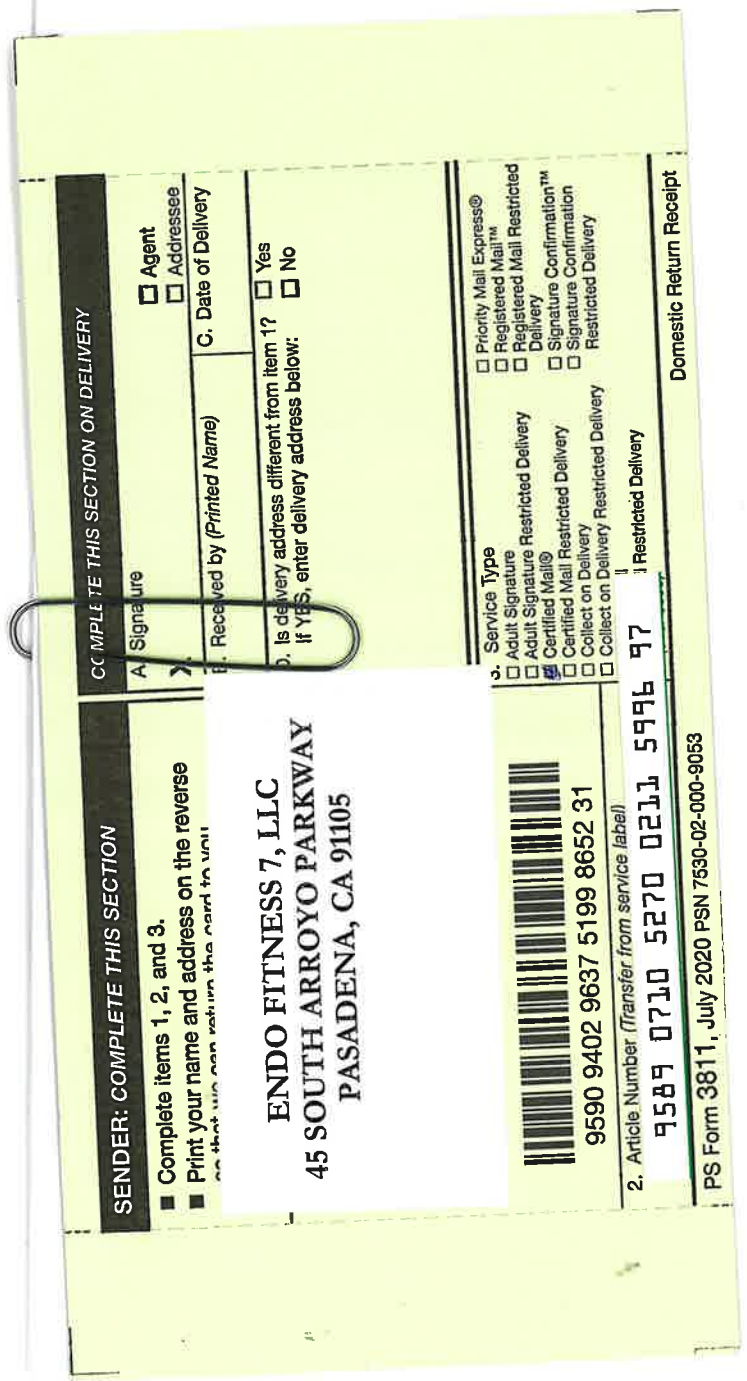
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

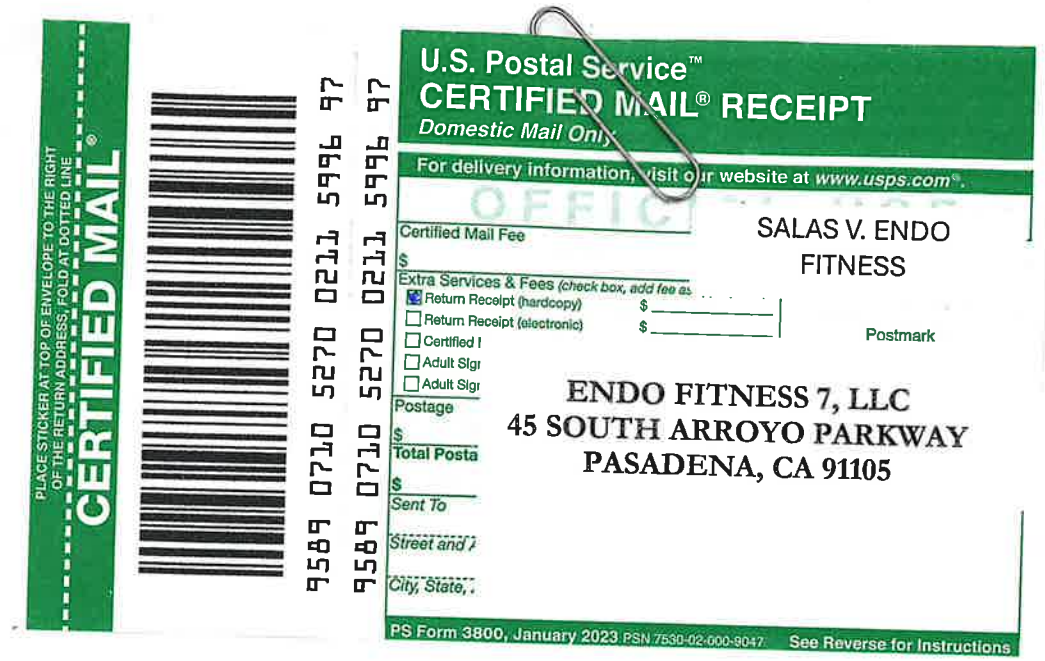




ENDO FITNESS 6, LLC
5225 CANYON CREST DRIVE, #18
RIVERSIDE, CA 92507

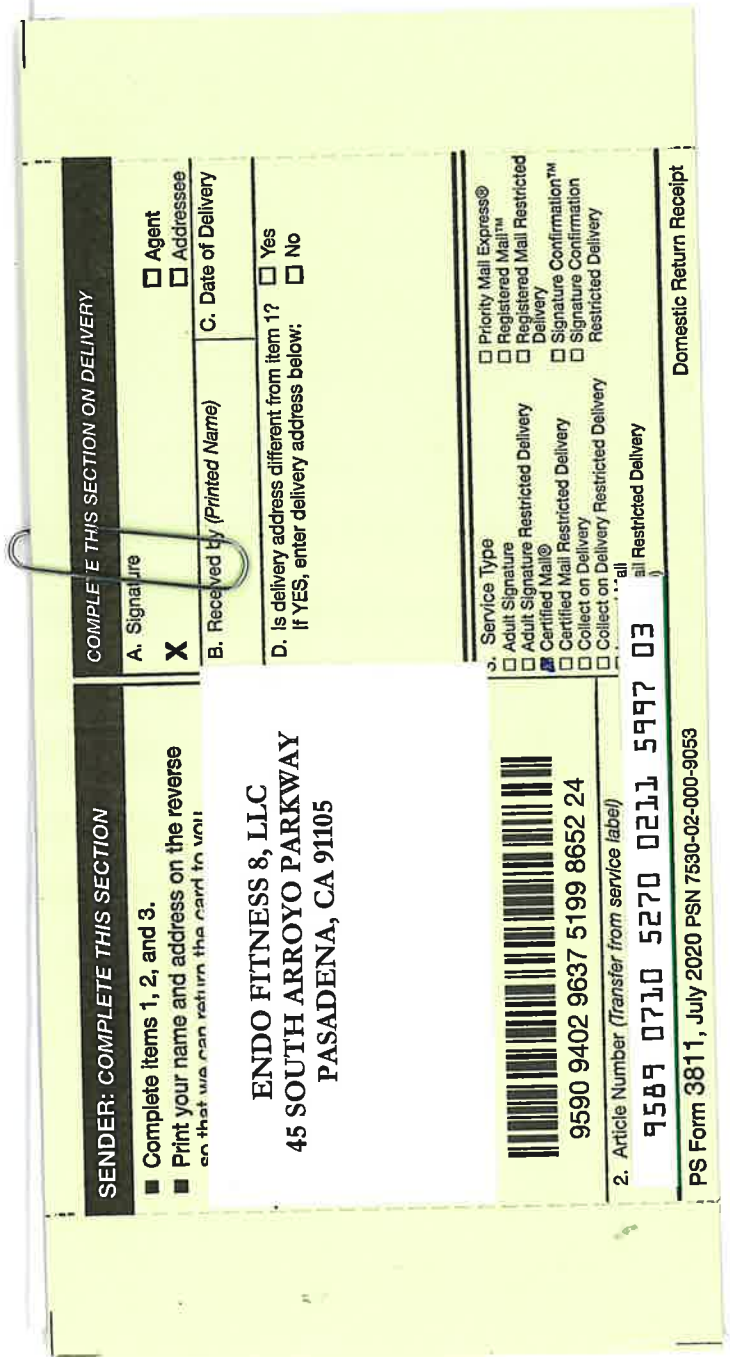
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1875 Century Park, East, 1860
Los Angeles, CA. 90067





ENDO FITNESS 7, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



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☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified
☐ Adult Sig
☐ Adult Sig
Postage
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Total Posta
$
Sent To
Street and
City, State,
Postmark

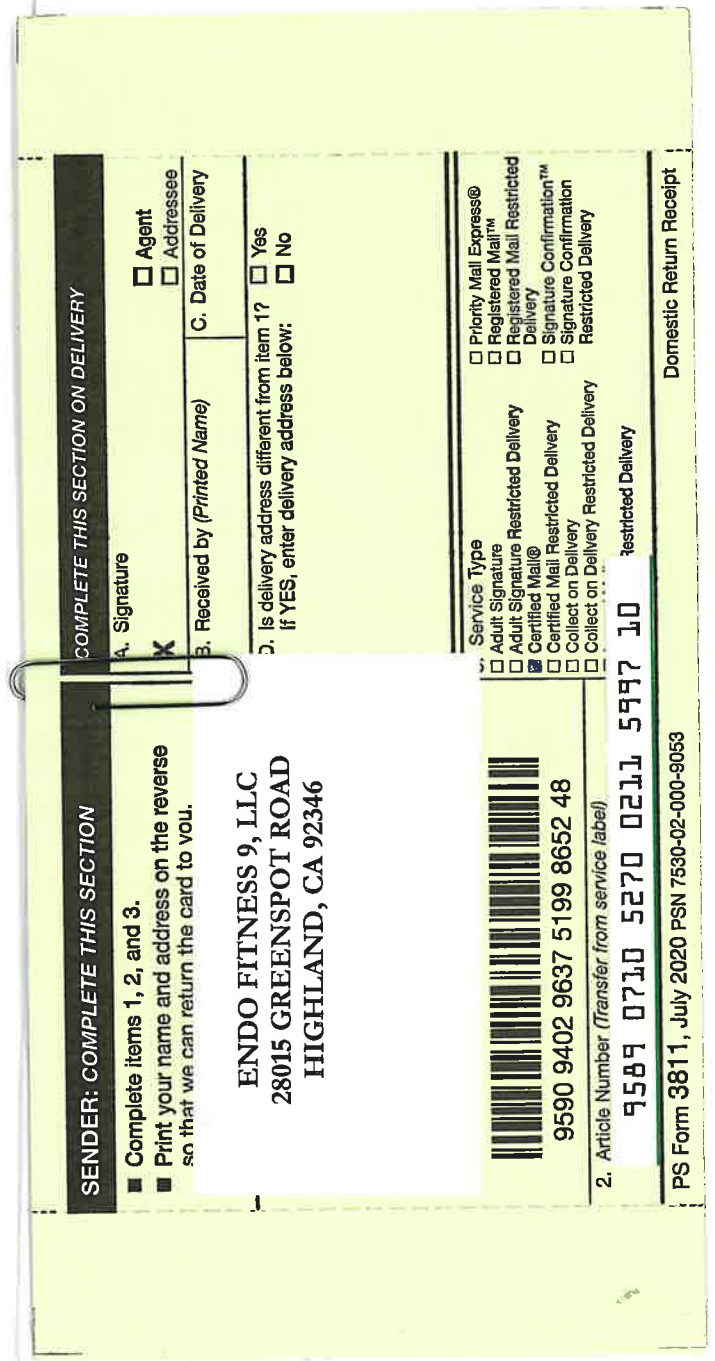
SALAS V. ENDO
FITNESS

ENDO FITNESS 8, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS 8, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

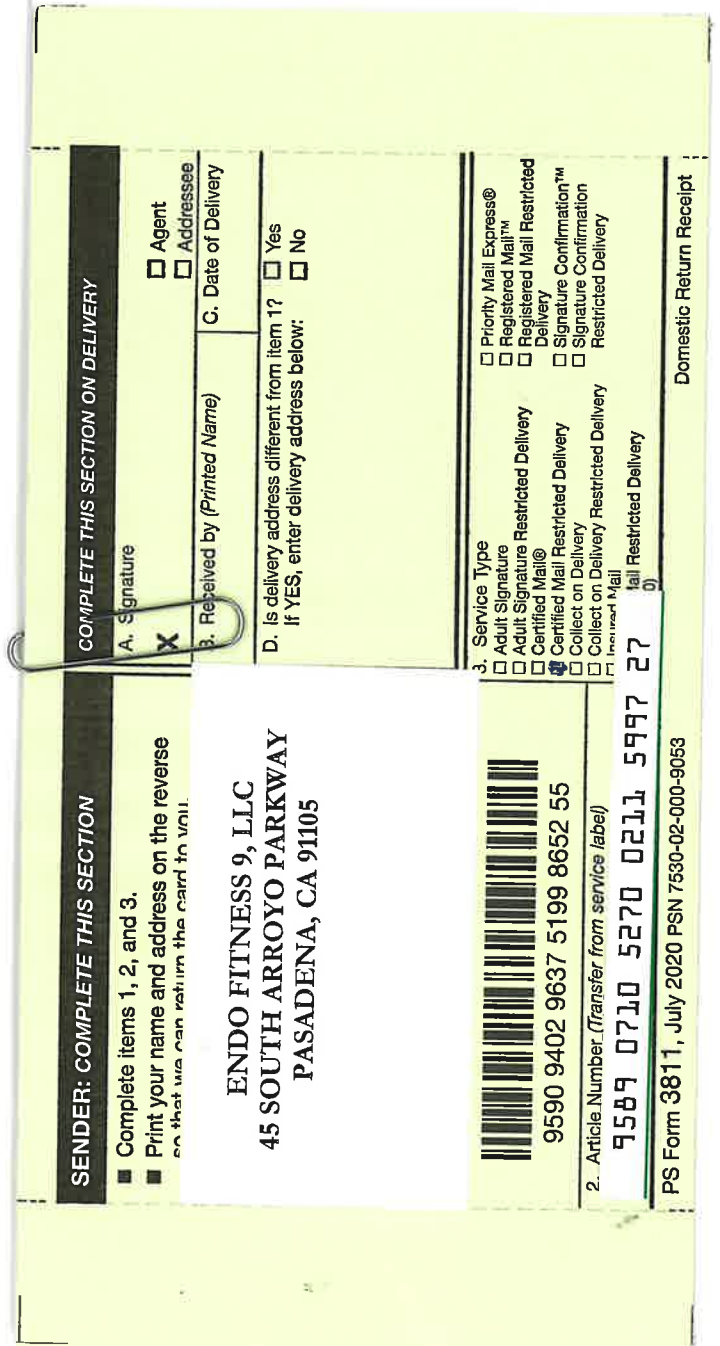
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

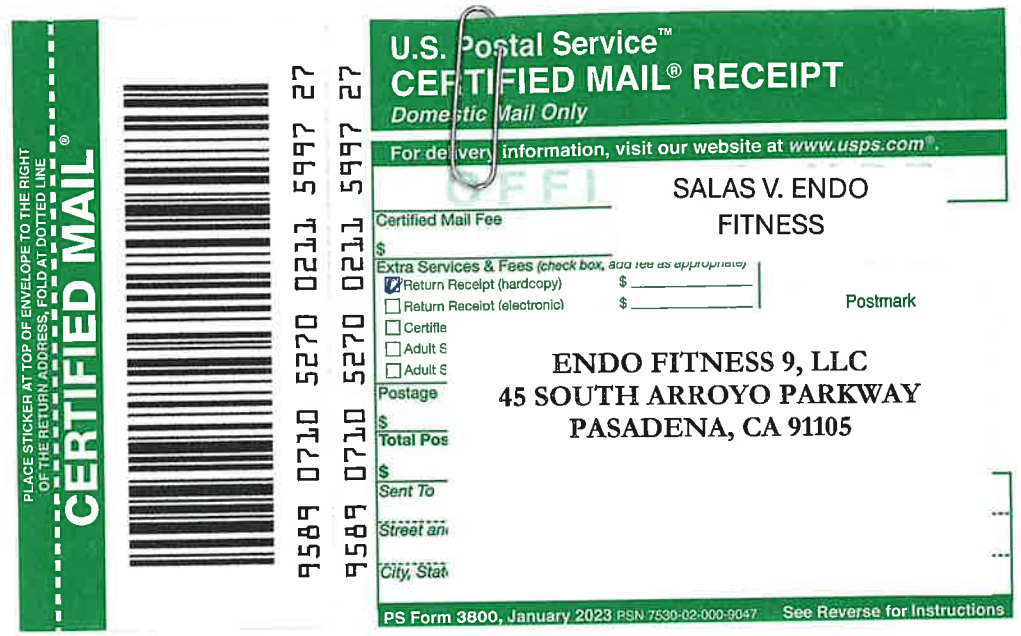




ENDO FITNESS 9, LLC
28015 GREENSPOT ROAD
HIGHLAND, CA 92346

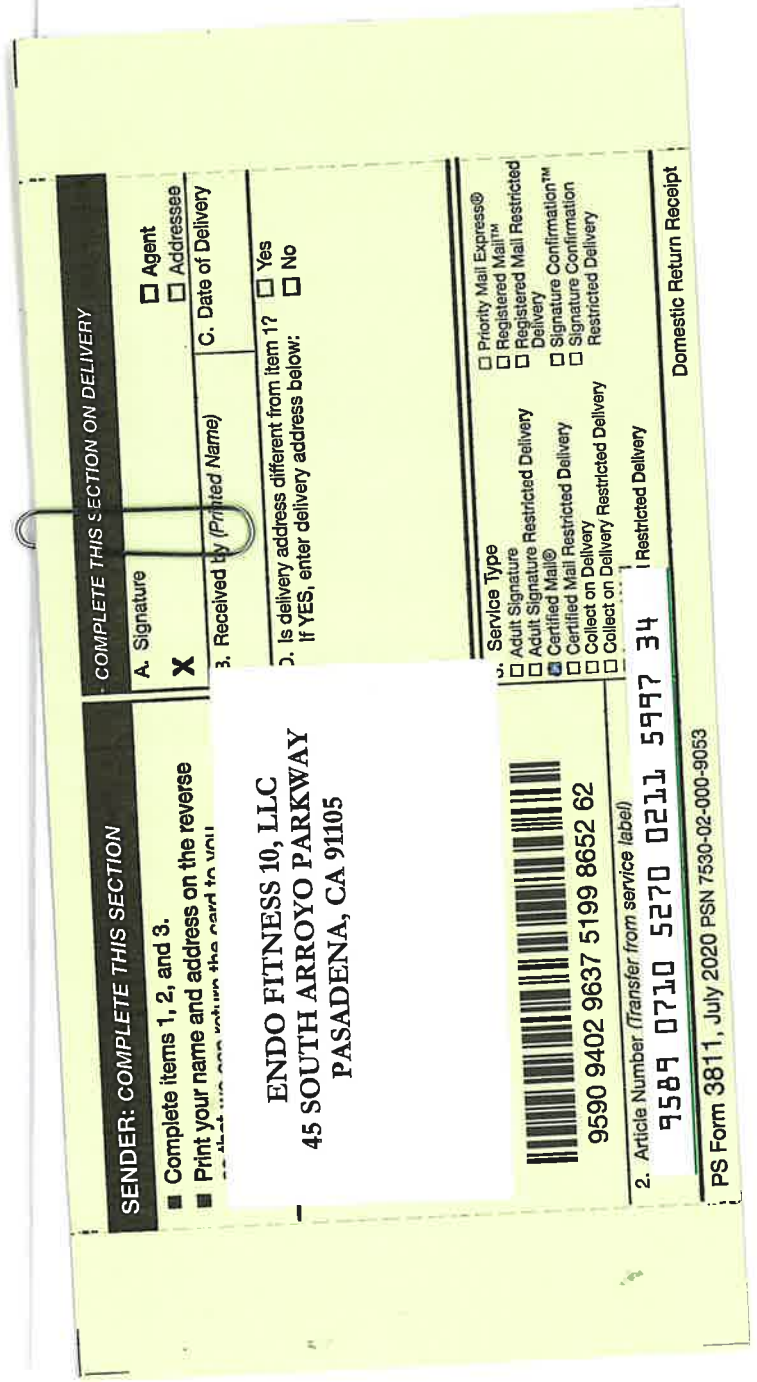
Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

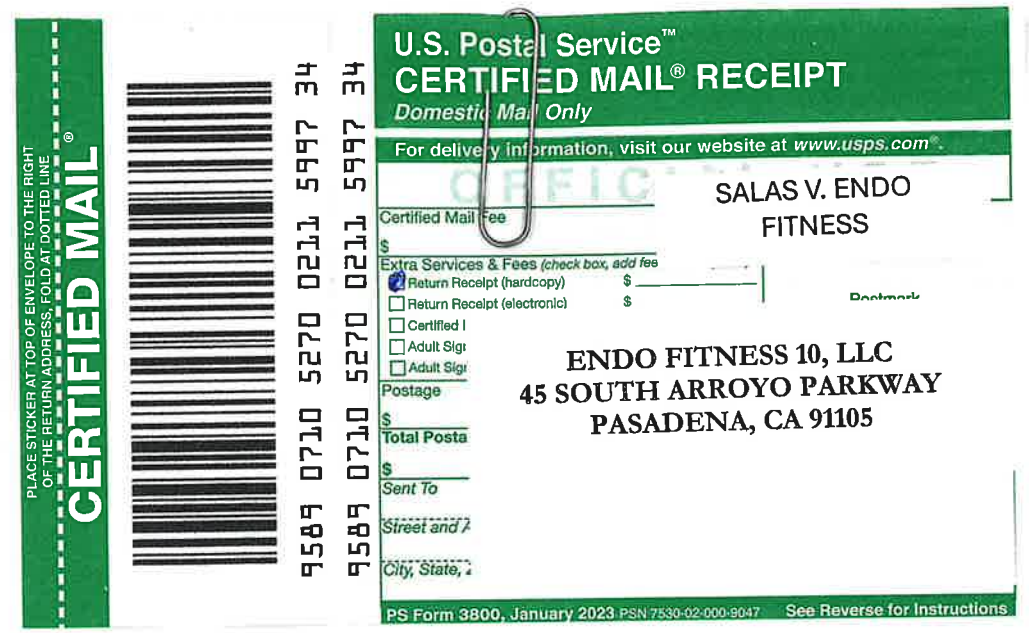




ENDO FITNESS 9, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067





ENDO FITNESS 10, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

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1875 Century Park, East, 1860
Los Angeles, CA. 90067

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Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery $

Postmark

SALAS V. ENDO FITNESS

ENDO FITNESS
CLAREMONT, LLC
364 SOUTH INDIAN HILL BLVI
CLAREMONT, CA 91711

9589 0710 5270 0211 5957 81

See Reverse for Instructions

ENDO FITNESS
CLAREMONT, LLC
364 SOUTH INDIAN HILL BLVD
CLAREMONT, CA 91711

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS
CLAREMONT, LLC
364 SOUTH INDIAN HILL BLVD
CLAREMONT, CA 91711

9590 9402 9637 5199 8650 71

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 81

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Delivery Restricted Delivery
☐ ail
☐ ail Restricted Delivery
(over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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Los Angeles, CA. 90067

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ENDO FITNESS CLAREMONT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

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☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery

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Postmark

ENDO FITNESS CLAREMONT, LL
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

PS January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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ENDO FITNESS CLAREMONT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8670 68

9589 0710 5270 0211 5957 74

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
● Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

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☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ C
☐ A
☐ A

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Sent
Stree
City,

SALAS V. ENDO FITNESS

Postmark

ENDO FITNESS DURANT, LLC
10950 INTERNATIONAL
BOULEVARD
OAKLAND, CA 94603

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0211 5957 67

ENDO FITNESS DURANT, LLC
10950 INTERNATIONAL
BOULEVARD
OAKLAND, CA 94603

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS DURANT, LLC
10950 INTERNATIONAL
BOULEVARD
OAKLAND, CA 94603

9590 9402 9637 5199 8670 75

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 67

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

. Received by (Printed Name) C. Date of Delivery

. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

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ENDO FITNESS DURANT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

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☐ Return Receipt (electronic) $

SALAS V. ENDO FITNESS

Here

ENDO FITNESS DURANT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5957 50

PS Form 3800, January 2023 PSN 7530-02-000-9047 ...tructions

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ENDO FITNESS DURANT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8670 82

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 50

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☐ Addressee

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☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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1875 Century Park, East, 1860
Los Angeles, CA. 90067

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Extra Services & Fees (check box, add fe
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $

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SALAS V. ENDO FITNESS

ENDO FITNESS HAYWARD, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5957 43

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS HAYWARD, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

SENDER: COMPLETE THIS SECTION

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ENDO FITNESS HAYWARD, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8670 99

9589 0710 5270 0211 5957 43

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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3. Service Type
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☐ Adult Signature Restricted Delivery
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☐ Certified Mail Restricted Delivery
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☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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SALAS V. ENDO FITNESS

Postmark

ENDO FITNESS LL, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5957 36

See Reverse for Instructions

ENDO FITNESS LL, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

SENDER: COMPLETE THIS SECTION

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ENDO FITNESS LL, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8671 05

9589 0710 5270 0211 5957 36

COMPLETE THIS SECTION ON DELIVERY

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X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ ail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5957 29

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $
- Return Receipt (electronic) $
- Certified Mail Restricted Delivery $

SALAS V. ENDO FITNESS

ENDO FITNESS MOORPARK, LLC
543 LOS ANGELES DRIVE
MOORPARK, CA 93021

9589 0710 5270 0211 5957 29

January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS MOORPARK, LLC
543 LOS ANGELES DRIVE
MOORPARK, CA 93021

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS MOORPARK, LLC
543 LOS ANGELES DRIVE
MOORPARK, CA 93021

9590 9402 9637 5199 8671 12

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 29

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Delivery Restricted Delivery
- ☐ Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5957 12

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add
Return Receipt (hardcopy) $
Return Receipt (electronic)

SALAS V. ENDO
FITNESS

ENDO FITNESS MOORPARK, LL
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5957 12

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS MOORPARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ENDO FITNESS MOORPARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8671 29

9589 0710 5270 0211 5957 12

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
ail
ail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5957 05

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as
☑ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery

SALAS V. ENDO FITNESS

ENDO FITNESS NEWARK, LLC
6203 JARVIS AVENUE
NEWARK, CA 94560

9589 0710 5270 0211 5957 05

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS NEWARK, LLC
6203 JARVIS AVENUE
NEWARK, CA 94560

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS NEWARK, LLC
6203 JARVIS AVENUE
NEWARK, CA 94560

9590 9402 9637 5199 8650 19

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 05

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5956 99

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$
Extra Services & Fees (check box, add fee as
☒ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $

SALAS V. ENDO FITNESS

ENDO FITNESS NEWARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5956 99

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS NEWARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS NEWARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8650 26

9589 0710 5270 0211 5956 99

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
Delivery Restricted Delivery
ail
Restricted Mail Restricted Delivery
(over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5956 82

ENDO FITNESS SV, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee
Return Receipt (hardcopy) $
Return Receipt (electronic) $
Certified Mail Restricted Delivery

SALAS V. ENDO
FITNESS

ENDO FITNESS SV, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5956 82

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS SV, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8650 33

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5956 82

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

Received by (Printed Name) | C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

9589 0710 5270 0211 5956 75

ENDO FITNESS TO, LLC
1736 EAST AVENIDA
DE LOS ARBOLES
THOUSAND OAKS, CA 91362

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee

Return Receipt (hardcopy) $

Return Receipt (electronic) $

SALAS V. ENDO
FITNESS

ENDO FITNESS TO, LLC
1736 EAST AVENIDA
DE LOS ARBOLES
THOUSAND OAKS, CA 91362

9589 0710 5270 0211 5956 75

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ENDO FITNESS TO, LLC
1736 EAST AVENIDA
DE LOS ARBOLES
THOUSAND OAKS, CA 91362

9590 9402 9637 5199 8650 40

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5956 75

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067

CERTIFIED MAIL

9589 0710 5270 0211 5960 85

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees (check box, add fee a

Return Receipt (hardcopy) $

Return Receipt (electronic) $

SALAS V. ENDO
FITNESS

ENDO FITNESS TO, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9589 0710 5270 0211 5960 85

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ENDO FITNESS TO, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

ENDO FITNESS TO, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8650 57

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5960 85

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
(over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

<u>Capstone Law, APC</u>
1875 Century Park, East, 1860
Los Angeles, CA. 90067





FITNESS 19 CA 287, LLC
2560 North Perris Blvd.
Suite #1
Perris, CA 92571

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 10, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8652 62

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5997 34

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 5, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8652 00

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5996 73

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS TO, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8650 57

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5960 85

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 6, LLC
45 South Arroyo Parkway
Pasadena, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8652 79

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5999 18

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 2, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8651 70

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5995 67

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS GOLETA, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8651 32

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5995 29

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS NEWARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8650 26

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5956 99

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 9, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8652 55

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5997 27

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS MOORPARK, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8671 29

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5957 12

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS CLAREMONT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☐ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery

9590 9402 9637 5199 8670 68

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5957 74

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8651 49

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5995 36

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 8, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8652 24

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5997 03

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 9, LLC
28015 GREENSPOT ROAD
HIGHLAND, CA 92346

9590 9402 9637 5199 8652 48

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5997 10

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Cielo Cordoza ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Cielo Cordoza | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

FITNESS 19 CA 287, LLC
2560 North Perris Blvd.
Suite #1
Perris, CA 92571

9590 9402 9637 5199 8652 86

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5999 25

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Fausto Diaz ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 3, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8651 87

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5995 74

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PLUMAS BANK
35 S LINDAN AVE.
QUINCY, CA 95971

9590 9402 9637 5199 8662 45

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5998 40

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Allison Miller ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Allison Miller | C. Date of Delivery 3.2.26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 6, LLC
5225 CANYON CREST DRIVE, #18
RIVERSIDE, CA 92507

9590 9402 9637 5199 8652 17

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5996 80

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS MOORPARK, LLC
543 LOS ANGELES DRIVE
MOORPARK, CA 93021

9590 9402 9637 5199 8671 12

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5957 29

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 4, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8651 94

2. Article Number *(Transfer from service label)*
9589 0710 5270 0211 5996 66

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS HAYWARD, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8670 99

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 43

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 7, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8652 31

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5996 97

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS LL, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8671 05

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 36

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS 1, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8651 63

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5995 50

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ARC CONSULTING GROUP, INC.
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

9590 9402 9637 5199 8651 56

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5995 43

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS NEWARK, LLC
6203 JARVIS AVENUE
NEWARK, CA 94560

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name): Titus Bell
C. Date of Delivery: 3/6/26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

9590 9402 9637 5199 8650 19

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 05

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ENDO FITNESS
CLAREMONT, LLC
364 SOUTH INDIAN HILL BLVD
CLAREMONT, CA 91711

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

9590 9402 9637 5199 8650 71

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 81

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse

ENDO FITNESS DURANT, LLC
10950 INTERNATIONAL
BOULEVARD
OAKLAND, CA 94603

9590 9402 9637 5199 8670 75

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 67

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
Restricted Delivery
(over $500)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you

ENDO FITNESS DURANT, LLC
45 SOUTH ARROYO PARKWAY
PASADENA, CA 91105

9590 9402 9637 5199 8670 82

2. Article Number (Transfer from service label)
9589 0710 5270 0211 5957 50

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **May 27, 2026**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Attorneys for Defendant

Adam F. Sloustcher
asloustcher@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
T: (858) 597-9600

Sergio C. Ponce
sponce@fisherphillips.com
Sarah W. In
sin@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
T: (213) 330-4500

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[**X**] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[ ] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

[**X**] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **May 27, 2026,** at Los Angeles, California.

Julia Urquizo
Type/Print Name

Julia Urquizo
Signature