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*Attorneys for Plaintiffs, on behalf of the State
of California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

GEORGE GRADY,

Plaintiff,

vs.

FITNESS INTERNATIONAL, LLC; and
DOES 1 through 100, inclusive,

Defendant.

Case No. **26CV198664**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT AND DEMAND
FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. This is a Labor Code Private Attorneys General Act (“PAGA”) action filed by Plaintiff
3 George Grady (“Plaintiff”) on behalf of the State of California against Fitness International, LLC
4 (“Fitness International,” the “Company,” or “Defendant”) for violations of California wage and hour
5 laws.

6 2. Fitness International is an American gym chain that operates sports and fitness clubs
7 across the United States, including in California.

8 3. Plaintiff and Aggrieved Employees are all current and former hourly and/or non-
9 exempt employees of Fitness International in California.

10 4. During the relevant time period, Fitness International maintained and engaged in
11 unlawful policies and practices in violation of the California Labor Code, the applicable Industrial
12 Welfare Commission (“IWC”) Wage Order(s), including: (1) failing to pay Plaintiff all minimum
13 wages owed; (2) failing to compensate Plaintiff for all hours worked; (3) failing to provide Plaintiff
14 accurate, itemized wage statements; and (4) committed unfair business practices.

15 5. Plaintiff seeks civil penalties, as well as other relief, to the fullest extent permitted
16 under the PAGA and pursuant to the California Labor Code and applicable IWC Wage Order(s).

17 **JURISDICTION AND VENUE**

18 6. This Court has jurisdiction over the claims in this action pursuant to the PAGA. The
19 Court also has jurisdiction over Defendant because Defendant does business in the State of
20 California and is registered with the California Secretary of State.

21 7. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393
22 and/or 395.5. Defendants conduct business in this County, employ Aggrieved Employees in this
23 County, have jobsites in this County, including several City Sports Club centers, and therefore
24 liability, as well as the cause, or some part of the cause, arose in this County.

25 **PARTIES**

26 8. Plaintiff is an individual over the age of eighteen, and at all times relevant to this
27 Complaint was a resident of California. Plaintiff is a non-exempt employee of Defendant in
28 California, and has been employed by Defendant since approximately 2010. Plaintiff has standing

1 to bring this action as the representative and proxy of the State of California pursuant to PAGA,
2 which is legally and conceptually different from an employee's own suit for damages and statutory
3 penalties.

4 9. Plaintiff is informed, believes, and thereon alleges that Defendant is a California
5 limited liability company with its principal place of business located in Irvine, California, and
6 registered to do business in California. Defendant operates under several brand names in California,
7 including LA Fitness, Esporta Fitness, City Sports Club, Club Studio, and XSport Fitness.
8 Defendant may be served with process by serving its registered agent, C T Corporation System,
9 330 N. Brand Blvd., Suite 700, Glendale, CA.

10 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
11 of DOES 1-100, inclusive, are unknown to Plaintiff, who therefore sues the DOE Defendants by
12 fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously
13 named Defendants are responsible in some manner for the occurrences and violations as herein
14 alleged. Plaintiff will amend this Complaint to show their true names and capacities when they
15 have been ascertained.

16 11. Plaintiff is informed, believes, and thereon alleges that Defendant employs and/or
17 employed Plaintiff and Aggrieved Employees because Defendant, directly or indirectly, control the
18 wages, hours, or working conditions, and/or suffer or permit to work, and/or engage Plaintiff and
19 Aggrieved Employees.

20 12. Plaintiff is informed, believes, and thereon alleges that each and every one of the acts
21 and omissions alleged herein were performed by, and/or attributable to, Defendant, acting through
22 its agents and/or employees, and/or under the direction and control of each other, and that said acts
23 and failures to act were within the course and scope of said agency, employment, and/or direction
24 and control.

25 13. Plaintiff is informed, believes, and thereon alleges that Defendant directly controls
26 the operations of their agents, managers, and employees throughout all of their locations in
27 California.

28 14. Plaintiff is informed, believes, and thereon alleges, that Defendant is in some manner

intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

15. At all material times, Defendant has done business under the laws of California, has places of business in California, including in the jurisdiction of this court, and has employed Aggrieved Employees in Alameda County and elsewhere in California. Defendant is a “person” as defined in Labor Code § 18 and an “employer” as that term is used in the Labor Code, the IWC Wage Orders regulating wages, hours, and working conditions, and the California Business and Professions Code § 17201.

FACTUAL ALLEGATIONS

16. Fitness International is an American gym chain that operates sports and fitness clubs across the United States, including in California. In California Fitness International operates under several brand names, including LA Fitness, Esporta Fitness, City Sports Club, Club Studio, and XSport Fitness.

17. Plaintiff is a current non-exempt employee of Defendant in California. Plaintiff has been employed by Defendant since approximately April 2010. Plaintiff currently works for Defendant at the Moreno Valley, California location.

18. Plaintiff, along with other Aggrieved Employees, have been subjected, and continue to be subjected to, the employment violations described below. Plaintiff brings this action as the representative and proxy of the State of California pursuant to PAGA, concerning on the alleged practices and policies described below.

19. Plaintiff is a Fitness Instructor. As a Fitness Instructor, Plaintiff teaches fitness classes to the gym’s members.

20. Plaintiff is paid approximately \$16.00 per hour. Plaintiff’s shifts vary in length.

21. Defendant regularly requires Plaintiff to work off-the-clock. For instance, Plaintiff spends one to two and half hours preparing for his fitness classes, getting equipment set up, and speaking with members after the classes wrap up. However, Defendant only compensates Plaintiff for the time Plaintiff is actively teaching a fitness class. The time spent working before and after fitness classes goes unrecorded and uncompensated even though it should be compensated at

1 minimum wage under California law.

2 22. Defendant fails to provide accurate, itemized wage statements to Plaintiff. The
3 itemized wage statements provided to Plaintiff do not reflect accurate total hours worked, nor
4 accurate gross or net wages earned, because Defendant does not accurately record all compensable
5 time, including pre- and post-shift work.

6 23. On information and belief, Defendant's failures to comply with California's labor
7 laws described above were knowing, willful, and intentional. On information and belief,
8 Defendant's failures to comply with California's labor laws as described above were not based on
9 a good faith and reasonable belief that their conduct complies with California law.

10 **FIRST CAUSE OF ACTION**

11 **Penalties Pursuant to Labor Code § 2699(a)
(On Behalf of the State of California and Aggrieved Employees)**

12 24. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 25. Labor Code § 2699(a) provided:

15 Notwithstanding any other provision of law, any provision of this code that
16 provides for a civil penalty to be assessed and collected by the Labor and
17 Workforce Development Agency or any of its departments, divisions,
18 commissions, boards, agencies or employees, for a violation of this code,
may, as an alternative, be recovered through a civil action brought by an
aggrieved employee on behalf of himself or herself and other current or
former employees.¹

19 26. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
20 Defendant, as alleged above, to timely pay all wages, owed to Aggrieved Employees in violation
21 of: (i) Labor Code § 204 in the amounts established by Labor Code § 210; (ii) Labor Code § 1182.12
22 in the amounts established by Labor Code § 1197.1; (iii) Labor Code §§ 201-202 in the amounts
23 established by Labor Code § 256.

24 27. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
25 Defendant, as alleged above, to provide meal and rest periods to Aggrieved Employees, or premium
26 wages in lieu thereof, in violation of: (i) Labor Code § 512, in the amounts established by Labor
27 Code § 558; (i) Labor Code § 204, in the amounts established by Labor Code § 210.

28 28. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure

1 by Defendant, alleged above, to provide Aggrieved Employees an accurate, itemized wage
2 statement in compliance with Labor Code § 226(a) in the amounts established by Labor Code §§
3 226(e) and/or 226.3.

4 29. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure
5 by Defendant to keep accurate records in compliance with Labor Code § 1174 in the amounts
6 established by Labor Code § 1174.5.

7 30. Pursuant to Labor Code § 2699.3(a)(1) and (2), on November 15, 2023, Plaintiff
8 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention
9 to assert the claims in this action. More than sixty-five calendar days has passed without notice
10 from the LWDA, and Plaintiff therefore satisfied the administrative prerequisite to commence a
11 civil action in compliance with § 2699.3(a).

12 31. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
13 Employees as set forth in Labor Code § 2699(g)(i).

14 32. Defendant is liable to Aggrieved Employees and the State of California for the civil
15 penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and
16 costs as set forth below.

17 33. Wherefore, Plaintiff request relief as hereinafter provided.

18 **SECOND CAUSE OF ACTION**
19 **Penalties Pursuant to Labor Code § 2699(f)**
20 **(On Behalf of the State of California and Aggrieved Employees)**

21 34. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
22 herein.

23 35. Labor Code § 2699(f) provides:

24 For all provisions of this code except those for which a civil penalty is
25 specifically provided, there is established a civil penalty for a violation of
26 these provisions, as follows: . . . (2) If, at the time of the alleged violation,
the person employs one or more employees, the civil penalty is one
hundred dollars (\$100) for each aggrieved employee per pay period for the
initial violation and two hundred dollars (\$200) for each aggrieved
employee per pay period for each subsequent violation.

27 36. To the extent than any violation alleged herein does not carry penalties under Labor
28 Code § 2699(a) and/or on alternate theories, Plaintiff seeks civil penalties pursuant to Labor Code

1 § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which they were aggrieved, in
2 the amounts established by Labor Code § 2699(f).

3 37. Plaintiff seeks civil penalties under Labor Code § 2699(f) for each failure by
4 Defendant, as alleged above, to timely pay all wages, owed to Aggrieved Employees in violation
5 of Labor Code §§ 201, 202, 204, 1194, and 1198.

6 38. Plaintiff seeks civil penalties under Labor Code § 2699(f) for each failure by
7 Defendant, as alleged above, to provide meal and rest periods to Aggrieved Employees, or premium
8 wages in lieu thereof, in violation of Labor Code §§ 226.7, 512, and 1198.

9 39. Plaintiff seeks civil penalties under Labor Code § 2699(f) for each failure by
10 Defendant, as alleged above, to reimburse Aggrieved Employees for their work expenses in
11 violation of Labor Code § 2802.

12 40. Plaintiff seeks civil penalties under Labor Code § 2699(f) for each failure by
13 Defendant, as alleged above, to provide accurate itemized wage statements to Aggrieved
14 Employees in violation of Labor Code § 226.

15 41. Plaintiff seeks civil penalties under Labor Code § 2699(f) for each failure by
16 Defendant, as alleged above, to keep accurate records in violation of Labor Code § 1174.

17 42. Pursuant to Labor Code § 2699.3(a)(1) and (2), on November 15, 2023, Plaintiff
18 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention
19 to assert the claims in this action. Sixty-five calendar days have passed without notice from the
20 LWDA, and Plaintiff therefore has satisfied the administrative prerequisite to commence a civil
21 action in compliance with § 2699.3(a).

22 43. Plaintiff seeks the aforementioned penalties on behalf of the State and Aggrieved
23 Employees as set forth in Labor Code § 2699(g)(i).

24 44. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
25 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
26 and costs as set forth below.

27 45. Wherefore, Plaintiff requests relief as hereinafter provided.

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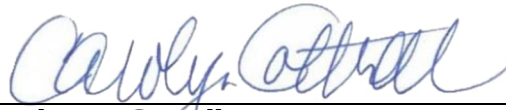
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
3 requests the following relief:

- 4 a) For an order awarding civil penalties to the full extent provided for by the PAGA;
5 b) For an award of reasonable attorneys' fees as provided by the California Labor Code,
6 including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any
7 other applicable law;
8 c) For all costs of suit; and
9 d) For such other and further relief as this Court deems just and proper.

10
11 Dated: July 13, 2026

Respectfully Submitted,

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14 Carolyn H. Cottrell
15 Esther L. Bylsma
16 Caroline L. Hill
17 Sara J. Zollner
18 **SCHNEIDER WALLACE**
19 **COTTRELL KIM LLP**

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21 *California and Aggrieved Employees*
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Respectfully submitted,

Date: July 13, 2026

Carolyn Attwell

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*