

Assigned for all purposes
Judge Layne Melzer
CX-102

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KYLE DESTACKELBERG

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

KYLE DESTACKELBERG,

Plaintiff,

v.

EQUINOX HOLDINGS, INC.; EQUINOX
FITNESS IRVINE, INC.; and DOES 1 through
50,

Defendants.

Case No. 30-2026-01596348-CU-OE-CXC

COMPLAINT

1. FAILURE TO PAY MINIMUM WAGES [Lab. Code §§ 1194, 1194.2, 1197, 1182.11, 1182.12; Wage Order No. 10]
2. FAILURE TO PAY OVERTIME WAGES [Lab. Code §§ 510, 1194; Wage Order No. 10]
3. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS [Lab. Code § 226; Wage Order No. 10]
4. FAILURE TO PAY WAGES UPON DISCHARGE, WAITING TIME PENALTIES [Lab. Code §§ 201-203]
5. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT [Labor Code §§ 2698-2699.8]

DEMAND FOR JURY TRIAL

Plaintiff KYLE DESTACKELBERG ("Plaintiff") brings this action for damages—including statutory damages and penalties—against defendants named herein, and alleges based upon the personal knowledge of Plaintiff, the investigation of counsel, and upon information and belief, as follow:

THE PARTIES

1. Plaintiff KYLE DESTACKELBERG is an individual over the age of eighteen years

1 and is now and, at all relevant times mentioned in this Complaint, was a resident of the County of
2 Orange in the State of California. At all times material herein, Plaintiff was employed by and
3 worked for Defendant EQUINOX HOLDINGS, INC. and EQUINOX FITNESS IRVINE, INC. as a
4 Personal Trainer/ Onboarding Specialist at their fitness/sports club at Irvine, California.

5 2. On information and belief, Defendant EQUINOX HOLDINGS, INC. is and, at all
6 relevant times mentioned herein, was a corporation duly organized and existing under the laws of
7 the State of Delaware. Defendant Equinox Holdings, Inc. is an American fitness company and
8 health club headquartered in New York City. The company operates more than 300 fitness/sports
9 club facilities in major cities in the United States, as well as in London, Toronto, and Vancouver in
10 Canada.

11 3. On information and belief, Defendant EQUINOX FITNESS IRVINE, INC. is and, at
12 all relevant times mentioned herein, was a domestic corporation duly organized and existing under
13 the laws of the State of California. Defendant Equinox Fitness Irvine is a fitness club located at
14 Irvine, California that serves clients in Orange County.

15 4. Defendants DOES 1 through 50, inclusive, are sued herein under fictitious names as
16 their true names and capacities, whether corporate, individual, associate or otherwise, is presently
17 unknown to Plaintiff. Plaintiff will seek leave of this court to amend this Complaint to show the true
18 names and capacities of Defendants DOES 1 through 50, inclusive, once the same have been
19 ascertained. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
20 fictitiously named herein caused or contributed to the occurrences, events and happenings described
21 herein, caused or contributed to the damages complained of by Plaintiff and/or engaged in and/or
22 participated in the wrongful activities set forth herein. Plaintiff further alleges, on information and
23 belief, that at all times mentioned herein, Defendants DOES 1 through 50's business activities in the
24 State of California were and are substantially greater than their business activities in any other state
25 or country, and that a substantial predominance of their business activity is conducted in California.
26 As such, Defendants DOES 1 through 50, inclusive, are citizens of California.

27 5. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant
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1 herein, Defendants, and each of them, aided and abetted, and acted in concert with and/or conspired
2 with, each and every other Defendant to commit the acts complained of herein, and to engage in a
3 course of conduct and the business practices complained of herein.

4 6. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
5 each of them, acted within their course and scope of employment, authority, and/or apparent
6 authority as an officer, director, employee, agent and/or representative of the other Defendants, and
7 each of them.

8 7. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times
9 mentioned herein, the actions by Defendants, and each of them, were done under the authorization,
10 consent, instruction and/or approval, express or implied, of each of the other Defendants and were
11 duly ratified by Defendants, and each of them, and, thus, is imputed to each Defendant.

12 8. At all times mentioned herein, Defendants, and each of them, were the agents,
13 servants, joint-employers, and alter-egos of and with each other, and as such, the acts of one
14 defendant are considered the acts of all defendants. Plaintiff is informed and believes, and based
15 thereon alleges, that there is such unity of interests and ownership between these defendants that
16 separate status no longer exists and, further, observance of the fiction of separate existence among
17 these defendants would sanction fraud and promote injustice.

18 9. Plaintiff is informed and believes, and based thereon alleges, that at all relevant
19 times, the entity Defendants and DOES 1 through 50 acted as and constituted a “single employer”
20 or “joint employer” of Plaintiff in connection with all governing laws, statutes, and regulations.

21 10. Whenever and wherever reference is made in this Complaint to any act by a
22 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
23 failures to act of each defendant acting individually, jointly, and severally.

24 11. Whenever and wherever reference is made to individuals who are not named as
25 Plaintiff or Defendants in this Complaint but were agents, servants, employees and/or supervisors of
26 Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope of
27 their employment.

12. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant or Defendants shall refer to all Defendants, and each of them.

JURISDICTION AND VENUE

13. Jurisdiction is conferred on this Court over Defendants, as each and every Defendant is incorporated in, conducts business in, and/or resides in California. Jurisdiction is conferred on this Court as to all Claims for Relief as they arise under state statutory or common law.

14. Venue is proper in this Court because Defendants are doing business in this County, a substantial part of the events and omissions giving rise to Plaintiff's claims occurred in this County, and Plaintiff sustained her losses and/or damages within this County.

STATEMENT OF FACTS

15. From approximately June 19, 2025 through March 18, 2026, Mr. DeStackelberg was employed with Defendants as a Personal Trainer/ Onboarding Specialist. In that capacity, his primary job duties included running comprehensive fitness evaluations (EquiFits), planning and executing Personal Training sessions, coaching custom programs (design and coach progressive, science-backed fitness and nutrition programs tailored to individual client goals), lead new members through complimentary fitness orientations and guided workouts to integrate them into the club's training ecosystem, conducting sales, and facilitating new-hire staff onboarding.

16. At all relevant times herein, Defendants had a policy of not compensating Plaintiff and other Personal Trainers (“Aggrieved Employees”) for their waiting time when non-client members failed to show up for their Equifits (fitness assessments) or Complimentary Personal Training (CPT) sessions. A non-client member is an Equinox member who has not purchased an Equinox Personal Training package. At Equinox, a non-client member receives 1 CPT and 1 Equifit to assist the member in setting his or her fitness baseline.

17. This policy of not compensating Plaintiff and other Aggrieved Employees for their waiting time (or the time they spend waiting for non-client members to show up for their Equifits or CPTs) when the client does not show up for Equifit or CPT resulted in non-payment of wages. At all times material herein, Defendants' policy did not allow Personal Trainers to clock in when a

1 non-client member fails to show up for Equifit or CPT. Defendants consider this waiting time as
2 non-working time even though the Personal Trainers have to remain on duty and have to remain
3 onsite at the gym to wait for their clients to show up.

4 **Defendants Failed to Pay for All Hours Worked, Including Minimum, Straight Time,**
5 **and Overtime Wages**

6 18. Under California law, an employer must pay for all hours worked by an employee.
7 “Hours worked” is the time during which an employee is subject to the control of an employer and
8 includes all the time the employee is suffered or permitted to work, whether or not required to do
9 so.

10 19. In addition, Labor Code section 510 provides that employees in California shall not
11 be employed more than eight hours in any workday or 40 hours in a workweek unless they receive
12 additional compensation beyond their regular wages in amounts specified by law. Labor Code
13 sections 1194 and 1198 also provide that employees in California shall not be employed more than
14 eight hours in any workday or more than 40 hours in a workweek unless they receive the legal
15 overtime compensation. Additionally, Labor Code section 1198 states that the employment of an
16 employee for longer hours than those fixed by the commission is unlawful.

17 20. Labor Code section 1197 states that “[t]he minimum wage for employees fixed by
18 the commission or by any applicable state or local law, is the minimum wage to be paid to
19 employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section
20 does not change the applicability of local minimum wage laws to any entity.” Labor Code section
21 1197.1 further states that:

22 Any employer or other person acting either individually or as an officer, agent, or employee
23 of another person, who pays or causes to be paid to any employee a wage less than the
24 minimum fixed by an applicable state or local law, or by an order of the commission, shall
25 be subject to a civil penalty, restitution of wages, liquidated damages payable to the
26 employee, and any applicable penalties imposed pursuant to Section 203 as follows:

27 (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
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1 each underpaid employee for each pay period for which the employee is underpaid. This
2 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
3 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to
4 Section 203.

5 (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
6 (\$250) for each underpaid employee for each pay period for which the employee is
7 underpaid regardless of whether the initial violation is intentionally committed. This amount
8 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
9 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
11 203, recovered pursuant to this section shall be paid to the affected employee.

12 21. Throughout the statutory period, Defendants failed to pay Plaintiff and other
13 Personal Trainers for their waiting time when their non-client members failed to show up for their
14 Equifits (fitness assessment) or Complimentary Personal Training (CPT) sessions. Defendants'
15 policy was that Plaintiff and other Personal Trainers cannot be paid for a service they have not
16 performed even though the time waiting for their non-client members to show up for their Equifits
17 or CPTs is work time even if the client ultimately fails to show up for the Equifit or CPT.

18 **Defendant Failed to Pay All Earned Wages Twice Per Month**

19 22. Based on their failure to pay Plaintiff and the Aggrieved Employees for the no-show
20 waiting time, Defendants also violated Labor Code section 204.

21 23. Labor Code section 204 requires employers to pay employees all earned wages two
22 times per month. Throughout the statute of limitations period applicable to this cause of action,
23 employees were entitled to be paid twice a month at their regular rates, including all meal period
24 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
25 worked. However, during all such times, Defendant systematically failed and refused to pay the
26 employees all wages due, and failed to pay those wages twice a month, in that Aggrieved
27 Employees were not paid wages for their waiting time when their non-client members failed to
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1 show up for their Equifits and CPTs.

2 24. Moreover, Defendants are liable to Plaintiff and Aggrieved Employees for the civil
3 penalties provided for in Labor Code section 210 for failing to pay all earned wages twice per
4 month.

5 **Defendants Failed to Maintain Accurate Records of Hours Worked**

6 25. California Labor Code section 1174(d) requires an employer to keep, at a central
7 location in the state or at the plants or establishments at which employees are employed, payroll
8 records showing the hours worked daily by and the wages paid to, and the number of piece-rate
9 units earned by and any applicable piece rate paid to, employees employed at the respective plants
10 or establishments. These records shall be kept with rules established for this purpose by the
11 commission, but in any case shall be kept on file for not less than two years. During the relevant
12 time period, Defendant failed to keep accurate and complete payroll records showing the actual
13 hours worked daily and the wages earned by Plaintiff and other Aggrieved Employees, including
14 earned and unpaid waiting time wages as discussed above.

15 26. California Labor Code section 1174.5 states that any employer “who willfully fails to
16 maintain the records required by subdivision (c) of Section 1174 or accurate and complete records
17 required by subdivision (d) of Section 1174, or to allow any member of the commission or
18 employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be
19 subject to a civil penalty of five hundred dollars (\$500)”.

20 27. Here, Defendants had a policy that prohibited Plaintiff and other Aggrieved
21 Employees from clocking in when their non-client members fail to show up for their Equifits or
22 Complimentary Personal Training sessions. The policy was willfully designed so that Plaintiff and
23 other Aggrieved Employees are not compensated for no services provided even though their waiting
24 time is actual work time. Defendants’ failure to maintain the records required by Section 1174 was
25 willful, and therefore Defendant is subject to penalties.

26 **Defendants Failed to Furnish Accurate Itemized Wage Statements**

27 28. Labor Code section 226, subdivision (a) provides that every employer shall furnish
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1 each of his or her employees an accurate itemized wage statement in writing showing nine pieces
2 of information, including: (1) gross wages earned; (2) total hours worked by the employee; (3) the
3 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
4 rate basis; (4) all deductions, provided that all deductions made on written orders of the employee
5 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
6 period for which the employee is paid; (7) the name of the employee and the last four digits of his
7 or her social security number or an employee identification number other than a social security
8 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
9 hourly rates in effect during the pay period and the corresponding number of hours worked at each
10 hourly rate by the employee. An employee is presumed to suffer an injury if this information is
11 missing. (Lab. Code § 226, subd. (e)(2)(B)(iii).)

12 29. The statute further provides that “[a]n employee suffering injury as a result of a
13 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover
14 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
16 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
17 costs and reasonable attorney’s fees.” (Lab. Code § 226, subd. (e)(1).).

18 30. Labor Code section 226.3 states that “Any employer who violates subdivision (a) of
19 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
20 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
21 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
23 penalties provided for in this section are in addition to any other penalty provided by law.”

24 31. Throughout the statutory period, Defendants failed to furnish Plaintiff and other
25 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
26 and all gross and net wages earned (including correct hours worked). Their wage statements were
27 missing their time waiting for non-client members to show up for their Equifits and CPTs. As a
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1 matter of policy, Plaintiff and other Aggrieved Members were not permitted to clock in when their
2 non-client members failed to show up for Equifit and CPT.

3 32. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
4 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
5 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
6 actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
7 penalty not exceeding four thousand dollars (\$4,000) per employee.

8 33. Moreover, Defendants are liable to Plaintiff and other Aggrieved Employees for the
9 civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage
10 statements.

11 **Defendant Failed to Pay All Wages Upon Discharge or Resignation**

12 34. Labor Code sections 201 and 202 provide that if an employer discharges an
13 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
14 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
15 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours'
16 previous notice of their intention to quit, in which case the employee is entitled to their wages at the
17 time of quitting.

18 35. Within the applicable statute of limitations, the employment of Plaintiff and many
19 other Aggrieved Employees ended—i.e., was terminated by quitting or being discharged—and the
20 employment of others will be terminated. However, during the relevant time period, Defendant
21 failed, and continues to fail, to pay Plaintiff and other Aggrieved Employees, without abatement, all
22 wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or 72
23 hours of their leaving Defendants' employment. These unpaid wages include wages for their
24 waiting time when their non-client members failed to show up for their Equifits and CPTs.

25 36. Defendants' conduct violates Labor Code sections 201 and 202. Labor Code section
26 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
27 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at
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1 the same rate until paid or until an action is commenced, but that the wages shall not continue for
2 more than 30 days.

3 37. Accordingly, Plaintiff and Aggrieved Employees are entitled to recover from
4 Defendant their additionally accruing wages for each day they were not paid, at their regular hourly
5 rate of pay, up 30 days, pursuant to Labor Code section 203.

6 **FIRST CAUSE OF ACTION**

7 **(FAILURE TO PAY MINIMUM WAGES BY PLAINTIFF AGAINST ALL**
8 **DEFENDANTS)**

9 38. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates
10 same by reference as though fully set forth herein.

11 39. At all times relevant herein, *Labor Code* sections 1182.11, 1182.12, 1194, 1194.2,
12 and 1197, and the Industrial Welfare Commission (“IWC”) Order No. 10-2001 applied to
13 Defendants. The statutorily required minimum wages in California for any employer who employs
14 26 or more employees are set forth in *Labor Code* section 1182.11 and the Industrial Welfare
15 Commission’s Wage Orders.

16 40. Wage Order No. 10-2001, as it applies to Plaintiff, provides: “(A) Every employer,
17 regardless of the number of employees, shall pay to each employee wages not less than the
18 following: (1) Sixteen dollars and ninety cents (\$16.90) per hour for all hours worked, effective
19 January 1, 2026; (2) Sixteen dollars and fifty cents (\$16.50) per hour for all hours worked, effective
20 January 1, 2025; (3) Sixteen dollars (\$16.00) per hour for all hours worked, effective January 1,
21 2024; and (4) Fifteen dollars and fifty cents (\$15.50) per hour for all hours worked, effective
22 January 1, 2023.”

23 41. *Labor Code* section 1197 provides, “the minimum wage for employees fixed by the
24 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
25 minimum so fixed is unlawful.”

26 42. *Labor Code* section 1194 provides, in relevant part, that any employee receiving less
27 than the minimum wage applicable to the employee is entitled to recover in a civil action the unpaid
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1 balance of the full amount of this minimum wage, including interest thereon, reasonable attorney's
2 fees, and cost of suit.

3 43. *Labor Code* section 1194.2 provides, in relevant part, that: "In any action under . . .
4 Section 1194 to recover wages because of a payment of wage less than the minimum wage fixed by
5 an order of the commission or by statute, an employee shall be entitled to recover liquidated
6 damages in an amount equal to the wages unlawfully unpaid and interest thereon."

7 44. The applicable IWC Wage Order states that "[e]ach workday an employee is
8 required to report for work and does report, but is not put to work or is furnished less than half said
9 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
10 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the
11 employee's regular rate of pay, which shall not be less than the minimum wage."

12 45. At all relevant times herein, *Labor Code* sections 1182.11, 1182.12, 1194, 1194.2,
13 and 1197 and Industrial Wage Order No. 10-2001 required employers to pay earned wages at an
14 hourly rate that is no less than the applicable minimum wage rate.

15 46. At all relevant times herein, Defendants failed to pay Plaintiff and other Personal
16 Trainers for their waiting time when their non-client members failed to show up for their Equifits
17 (fitness assessment) or Complimentary Personal Training (CPT) sessions. Defendants' policy was
18 that Plaintiff and other Personal Trainers cannot be paid for a service they have not performed even
19 though the time waiting for their non-client members to show up for their Equifits or CPTs is work
20 time even if the client ultimately fails to show up for the Equifit or CPT. Therefore, Plaintiff and
21 other Personal Trainers were deprived of and were not paid the legal minimum wage for said
22 waiting time.

23 47. "Hours worked" means the time during which an employee is subject to the control
24 of an employer, and includes all the time the employee is suffered or permitted to work, whether or
25 not required to do so. At all times, including their waiting time to wait for their non-client members
26 to show up for their CPTs and Equifits, Plaintiff and other Personal Trainers were subject to the
27 control of Defendants and were suffered or permitted to work, whether or not required to do so.
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1 48. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
2 amount, subject to proof, to the extent that he was not paid the minimum wage for all hours worked.

3 49. Pursuant to *Labor Code* sections 1194 and 1197, Plaintiff is entitled to recover the
4 full amount of his unpaid minimum wages, prejudgment interest, reasonable attorney's fees and
5 costs of suit.

6 50. Pursuant to *Labor Code* section 1194.2, Plaintiff is entitled to recover liquidated
7 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

8 **SECOND CAUSE OF ACTION**

9 **(FAILURE TO PAY OVERTIME WAGES BY PLAINTIFF AGAINST ALL**
10 **DEFENDANTS)**

11 51. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates
12 same by reference as though fully set forth herein.

13 52. At all times relevant herein, Plaintiff was a non-exempt employee of Defendants, and
14 *Labor Code* sections 510 and 1194 and IWC Wage Order No. 10-2001 applied to Defendants.

15 53. *Labor Code* section 510 states that: "Eight hours of labor constitutes a day's work.
16 Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one
17 workweek and the first eight hours worked on the seventh day of work in any one workweek shall
18 be compensated at the rate of no less than one and one-half times the regular rate of pay for an
19 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
20 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on
21 any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
22 rate of pay of an employee."

23 54. *Labor Code* section 1194 provides, in relevant part, that any employee receiving less
24 than the legal overtime compensation applicable to the employee is entitled to recover in a civil
25 action the unpaid balance of the full amount of this overtime compensation, including interest
26 thereon, reasonable attorney's fees, and cost of suit.

27 55. At all relevant times herein, Plaintiff regularly worked in excess of eight (8) hours in
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1 a workday and/or forty (40) hours in a workweek.

2 56. At all relevant times herein, Defendants knowingly and intentionally failed to
3 Plaintiff for all overtime hours worked. At all relevant times herein, Defendants failed to pay
4 Plaintiff and other Personal Trainers for their waiting time when their non-client members failed to
5 show up for their Equifits (fitness assessment) or Complimentary Personal Training (CPT) sessions.
6 Defendants' policy was that Plaintiff and other Personal Trainers cannot be paid for a service they
7 did not perform even though the time waiting for non-client members to show up for their Equifits
8 or CPTs is strictly work time even if the client ultimately fails to show up for the Equifit or CPT.
9 Therefore, Plaintiff and other Personal Trainers were deprived of and were not paid overtime wages
10 for said waiting time.

11 57. At all relevant times herein, Defendants knowingly and intentionally did not keep
12 accurate records of Plaintiff's waiting time. Instead, he was instructed not to clock in when a non-
13 client fails to show up for their Equifit or CPT session.

14 58. At all relevant times herein, Defendants failed to pay overtime wages to Plaintiff
15 when he worked in excess of eight (8) hours in a workday or more than forty (40) hours in a
16 workweek.

17 59. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
18 amount, subject to proof, to the extent that he was not compensated for all overtime hours worked.
19 Accordingly, Defendants owe Plaintiff overtime wages.

20 60. Pursuant to *Labor Code* sections 510, 1194, and 1197, Plaintiff is entitled to recover
21 the full amount of said unpaid overtime wages, prejudgment interest, reasonable attorney's fees and
22 costs of suit.

23 **THIRD CAUSE OF ACTION**

24 **(FAILURE TO FURNISH ACCURATE WAGE STATEMENTS BY PLAINTIFF AGAINST** 25 **ALL DEFENDANTS)**

26 61. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates same
27 by reference as though fully set forth herein.
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1 62. At all times relevant herein, Plaintiff was an employee of Defendants covered by
2 *Labor Code* section 226 and IWC Wage Order No. 10-2001.

3 63. California *Labor Code* section 226, subdivision (a) provides, in pertinent part, that:

4 An employer, semimonthly or at the time of each payment of wages, shall furnish to
5 their employee, either as a detachable part of the check, draft, or voucher paying the
6 employee's wages, or separately if wages are paid by personal check or cash, an
7 accurate itemized statement in writing showing (1) gross wages earned, (2) total
8 hours worked by the employee, except as provided in subdivision (j), (3) the number
9 of piece-rate units earned and any applicable piece rate if the employee is paid on a
10 piece-rate basis, (4) all deductions, provided that all deductions made on written
11 orders of the employee may be aggregated and shown as one item, (5) net wages
12 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
13 name of the employee and only the last four digits of their social security number or
14 an employee identification number other than a social security number, (8) the name
15 and address of the legal entity that is the employer...

16 64. Further, the Wage Order No. 10-2001 of the Industrial Welfare Commission
17 applicable to Plaintiff states in pertinent part:

18 “(A) Every employer shall keep accurate information with respect to each employee
19 including the following”

20 (3) Time records showing when the employee begins and ends each work period.

21 (4) Total wages paid each payroll period, including value of board, lodging, or other
22 compensation actually furnished to the employee.

23 (5) Total hours worked in the payroll period and applicable rates of pay. This
24 information shall be made readily available to the employee upon reasonable
25 request.”

26 65. *Labor Code* section 226, subdivision (e)(2)(B) states that “an employee is deemed to
27 suffer injury for purpose of this subdivision if the employer fails to provide accurate and complete
28 information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the
employee cannot promptly and easily determine from the wage statement alone one or more of the
following: (i) the amount of the gross wages or net wages paid to the employee during the pay
period or any of the other information required to be provided on the itemized wage statement
pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).”

 66. At all material times set forth herein, Defendants knowingly and intentionally failed

1 to furnish accurate itemized statements that accurately showed, among other things, gross wages
2 earned, total hours worked, net wages earned. The inaccuracy of Plaintiff's wage statements and
3 time records stems from Defendants' policy of not allowing Plaintiff to clock in when a non-client
4 member fails to show up for their Equifit or CPT.

5 67. As a result of Defendants' said knowing and intentional failure, Plaintiff has suffered
6 injury. The absence of accurate information on his wage statements has prevented timely challenges
7 to Defendants' unlawful pay practices, required discovery and mathematical computations to
8 determine the amount of wages owed, and caused difficulty and expense in attempting to
9 reconstruct time and pay records.

10 68. As a result of Defendants' conduct, Plaintiff is entitled to recover from Defendants
11 the greater of their actual monetary damages caused by Defendants' failure to comply with
12 California *Labor Code* section 226, subdivision (a), or fifty-dollars (\$50) for the initial pay period in
13 which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay
14 period, not exceeding an aggregate penalty of four-thousand dollars (\$4,000) per employee and an
15 award of costs and reasonable attorney's fees pursuant to California *Labor Code* section 226,
16 subdivision (e).

17 **FOURTH CAUSE OF ACTION**

18 **(FAILURE TO PAY ALL EARNED AND UNPAID WAGES UPON DISCHARGE BY**
19 **PLAINTIFF AGAINST ALL DEFENDANTS)**

20 69. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates
21 same by reference as though fully set forth herein.

22 70. California *Labor Code* section 201, subdivision (a) states, in relevant part, that if
23 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
24 due and payable immediately.

25 71. California *Labor Code* section 202, subdivision (a) states, in relevant part, that if
26 an employee not having a written contract for a definite period quits his or her employment, his or
27 her wages shall become due and payable *not later than 72 hours thereafter*, unless the employee
28

1 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
2 entitled to his or her wages at the time of quitting.

3 72. Defendants willfully failed to pay all earned wages to Plaintiff at the end of his
4 employment. At all relevant times herein, Defendants knowingly and intentionally failed to
5 Plaintiff for all overtime hours worked. At all relevant times herein, Defendants failed to pay
6 Plaintiff and other Personal Trainers for their waiting time when their non-client members failed
7 to show up for their Equifits (fitness assessment) or Complimentary Personal Training (CPT)
8 sessions. Defendants' policy was that Plaintiff and other Personal Trainers cannot be paid for a
9 service they did not perform even though the time waiting for non-client members to show up for
10 their Equifits or CPTs is strictly work time even if the client ultimately fails to show up for the
11 Equifit or CPT.

12 73. Therefore, Plaintiff were deprived of and were not paid wages for said waiting time
13 when his employment with Equinox ended.

14 74. Based on Defendants' conduct as alleged herein, Defendants are liable for civil
15 penalties pursuant to California *Labor Code* sections 201, 202, and 203 and other applicable
16 provisions of the California Labor Code.

17 75. California *Labor Code* section 203 provides that if an employer willfully fails to
18 pay compensation promptly upon discharge or resignation, as required under sections 201 and
19 202, then the employer is liable for waiting time penalties in the form of continued compensation
20 for up to thirty (30) workdays. Accordingly, Plaintiff seek unpaid wages and waiting time
21 penalties, the exact amount of which is to be determined at trial, as well as attorney's fees and
22 costs.

23 **FIFTH CAUSE OF ACTION**

24 **(CIVIL PENALTIES UNDER LABOR CODE SECTIONS 2698-2699.8 BY PLAINTIFF** 25 **AND OTHER AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

26 76. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates
27 same by reference as though fully set forth herein.
28

1 77. The Private Attorney General Act (Labor Code §§ 2698-2699.8) expressly
2 establishes that any provision of the California Labor Code which provides for a civil penalty to be
3 assessed and collected by the LWDA or any of its departments, divisions, commissions, boards,
4 agencies, or employees for a violation of the California Labor Code, may be recovered through a
5 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
6 former employees.

7 78. Whenever the LWDA or any of its departments, divisions, commissions, boards,
8 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
9 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
10 penalty.

11 79. Plaintiff and other Personal Trainers employed by Defendants in California are
12 “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all
13 current or former employees of Defendants, and the alleged violations were committed against
14 them.

15 80. Defendants’ failure to pay the legal minimum wages to Plaintiff and other Aggrieved
16 Employees constitutes a violation of California Labor Code section 1197.

17 81. Defendants’ failure to pay legally required overtime wages to Plaintiff and other
18 Aggrieved Employees constitutes a violation of California Labor Code sections 510 and 1198.

19 82. Defendants’ failure to pay wages to Plaintiff and other Aggrieved Employees upon
20 termination or resignation in accordance with Labor Code sections 201 and 202 constitutes a
21 violation of California Labor Code sections 201 and 202.

22 83. Defendants’ failure to timely pay wages twice during each calendar month to
23 Plaintiff and other Aggrieved Employees during employment in accordance with Labor Code
24 section 204 constitutes a violation of California Labor Code section 204.

25 84. Defendants’ failure to furnish complete and accurate itemized statements to Plaintiff
26 and other Aggrieved Employees in accordance with Labor Code section 226(a) constitutes a
27 violation of California Labor Code section 226(a).
28

1 85. Defendants' failure to keep complete and accurate payroll records relating to
2 Plaintiff and other Aggrieved Employees in accordance with California Labor Code section 1174(d)
3 constitutes a violation of California Labor Code section 1174(d).

4 86. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
5 behalf of all other Aggrieved Employees, requests and is entitled to recover from Defendants, and
6 each of them, attorneys' fees and costs, as well as all penalties pursuant to PAGA against
7 Defendants, and each of them, including but not limited to:

- 8 a. Penalties under Labor Code sections 210, 226.3, 558, 1197.1, 1174.5;
- 9 b. Penalties under California Labor Code section 2699(f) in the amount of one hundred
10 dollars (\$100) for each aggrieved employee per pay period or two hundred dollars
11 (\$200) for each aggrieved employee per pay period for each violation where there
12 has been a prior finding or determination that Defendants' policies or practices were
13 unlawful or where Defendants' conduct was malicious, fraudulent, or oppressive;
- 14 c. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the
15 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the
16 initial violation, and one hundred dollars (\$100) for each aggrieved employee per
17 pay period for each subsequent violation;
- 18 d. Penalties under California Labor Code section 210 in addition to, and entirely
19 independent and apart from, any other penalty provided in the California Labor Code
20 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay
21 period for the initial violation, and two hundred dollars (\$200) for each aggrieved
22 employee per pay period for each subsequent violation; and
- 23 e. Any and all additional penalties and sums as provided by the California Labor Code
24 and/or other statutes.

25 87. Pursuant to California Labor Code section 2699(m), civil penalties recovered by
26 aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the
27 enforcement of labor laws and education of employers and employees about their rights and
28

responsibilities and thirty-five percent (35%) to the aggrieved employees.

88. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. ON THE FIRST CAUSE OF ACTION

- a. Unpaid minimum wages, according to proof;
- b. Prejudgment interest;
- c. Reasonable attorney's fees;
- d. Costs of suit; and
- e. Such other relief as the Court deems just and proper.

2. ON THE SECOND CAUSE OF ACTION

- a. Unpaid overtime wages, according to proof;
- b. Prejudgment interest;
- c. Reasonable attorney's fees;
- d. Costs of suit; and
- e. Such other relief as the Court deems just and proper.

3. ON THE THIRD CAUSE OF ACTION

- a. Compensatory damages, according to proof;
- b. Civil penalties;
- c. Prejudgment interest;
- d. Reasonable attorney's fees;
- e. Costs of suit; and
- f. Such other relief as the Court deems just and proper.

4. ON THE FOURTH CAUSE OF ACTION

- a. Unpaid wages, according to proof;

- b. Waiting time penalties;
- c. Prejudgment interest;
- d. Reasonable attorney's fees;
- e. Costs of suit; and
- f. Such other relief as the Court deems just and proper.

5. ON THE FIFTH CAUSE OF ACTION

- a. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k), 210, 226.3, 558, 1197.1, 1174.5 for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 510, 1174(d), 1194, 1197, 1198; and
- b. For civil penalties pursuant to California Labor Code sections 226.3,
- c. For such other and further relief as the Court may deem equitable and appropriate;
- d. Reasonable attorney's fees;
- e. Costs of suit; and
- f. Such other relief as the Court deems just and proper.

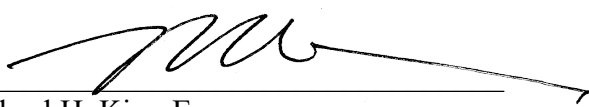
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all issues so triable.

Dated: August 27, 2026

MICHAEL H. KIM, P.C.

By: _____


Michael H. Kim, Esq.
Attorneys for Plaintiff
KYLE DESTACKELBERG