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Attorneys for Plaintiff
LUKAS NOURI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LUKAS NOURI, ON BEHALF OF HIMSELF AND THE AGGRIEVED EMPLOYEES, Plaintiff, vs. SUNSET ATHLETIC CLUB, LLC (a California limited liability company) dba MONARCH; RYAN GREENE (an individual); and MONARCH BRENTWOOD LLC (a California limited liability company), Defendants.	Case No.: 24STCV01585 **DECLARATION OF AMY S. RAMSEY IN SUPPORT OF STIPULATION TO APPROVE PAGA SETTLEMENT**

I, Amy S. Ramsey, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and a member in good standing of the California State Bar. I am a partner at Advantage Advocates, P.C., counsel of record for Plaintiff Lukas Nouri in the matter of Nouri v. Sunset Athletic Club, LLC et al., Superior Court of the State of California, County of Los Angeles, Case No. 24STCV01585. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify to these facts.

2. In compliance with the requirements of the California Labor Code and the

Settlement Agreement, I attest that the following documents were timely transmitted to the California Labor and Workforce Development Agency (LWDA):

3. On January 12, 2024, Plaintiff, through counsel, provided written notice to the LWDA and Defendants of the alleged violations of the California Labor Code pursuant to Labor Code section 2699.3, subdivision (a). This notice was transmitted via the LWDA's online filing system and served on Defendants by certified mail.

4. Plaintiff filed a complaint in Los Angeles County Superior Court on January 22, 2024. The complaint asserted seven causes of action against Defendants for alleged (1) failure to pay overtime; (2) failure to meal breaks; (3) failure to provide rest breaks (4) failure to pay minimum wages; (5) untimely payment of wages; (6) unauthorized deductions from wages; (7) failure to provide accurate itemized wage statements; (8) Failure to reimburse business expenses and (9) retaliation.

5. On April 15, 2024, Plaintiff filed the First Amended Complaint in the Superior Court of the State of California, County of Los Angeles, alleging claims for civil penalties under the Private Attorneys General Act (PAGA). A copy of the First Amended Complaint was transmitted to the LWDA on the same date, in compliance with Labor Code section 2699.3 subdivision (b). This transmission was completed via the LWDA's online filing system.

6. In the meantime, between February and May 2024, Plaintiff propounded written discovery on Defendants consisting of Form Interrogatories (Set One); Special Interrogatories (Set One and Two); Requests for Production (Set One and Two); and Plaintiff's Requests for Admissions (Set One).

7. The Parties spent several weeks meeting and conferring regarding Defendant's responses after which, on September 3, 2024, Plaintiff filed a motion to compel further responses, which its Plaintiff twice continued and later withdrew because the Parties resolved their disputes.

8. On January 28, 2025, Plaintiff filed an amendment to the complaint adding Monarch Brentwood, LLC as a named defendant.

9. On April 8, 2025, Defendant Monarch Brentwood, LLC filed its answer to the operative First Amended Complaint.

10. The parties subsequently agreed to schedule a private mediation for June 9, 2025, with an experienced mediator in wage and hour law, the Honorable Kevin Murphy.

11. In the months leading up to the mediation, Defendants provided data showing approximate number of aggrieved employees, workdays, and pay periods; and their written policies. Plaintiff's counsel conducted a rigorous analysis of that data, calculating potential penalties for each type of violation allegedly committed against the Aggrieved Employees.

12. Plaintiff deposed Defendants' Person Most Knowledgeable on 54 topics, over 3 days of deposition.

13. On June 9, 2025, the parties engaged in a full-day mediation before Mediator Kevin Murphy. The mediator explored and challenged the parties and counsel on many issues. However, the Parties were unable to reach a settlement at the close of the mediation.

14. Following the mediation, Plaintiff took to more days of deposition for Defendants' person most knowledgeable, and Defendant produced more records. Those records included Defendants' financial records, which Plaintiff demanded for support of Defendants' claim that their financial condition barely enabled them to defend this action through trial, and that it would be unable to pay a substantial penalty award, and that such award would likely drive them out of business.

15. The negotiations were rigorous and at arm's length, but realistic regarding Defendants' proven financial issues, and ultimately led to the settlement that Parties now present to the Court for approval. Both Defendant and Plaintiff were represented by experienced counsel through the negotiations.

16. The Parties have reached a settlement of this action that effectuates the purposes of PAGA and, by this motion, the Parties seek court approval of such settlement as set forth in the "PAGA Settlement Agreement" ("Settlement Agreement") pursuant to California Labor Code § 2699(l). A copy of the Settlement Agreement is attached as **Exhibit 1**.

17. Under the Settlement Agreement, Defendants will pay $50,500.00 to resolve this litigation ("Gross Settlement Amount"). **Exhibit 1 at ¶ 3.** This entire amount will be disbursed pursuant to the terms of the Settlement Agreement, and none of it will revert to Defendant.

18. Although there is uncertainty in projecting trial-ready damages, the $50,500 recovery is far less than Plaintiff's conservative estimate of penalties just for the alleged misclassification of employes as independent contractors under Labor Code section 226.8, which could exceed $1.5M. Plaintiff's counsel recognizes the risk of being unable to recover any penalties if Defendants are bankrupted by this litigation.

19. Plaintiff also faced the risk that he would not be able to prove liability on the merits of claims flowing from misclassification, such as: whether meal and rest breaks were provided, and if premiums were paid if not; whether Aggrieved Employees worked regular and overtime that was not paid; whether payroll deductions were authorized; whether business expenses were necessary or reimbursed; and whether wages statements were provided and/or accurate. Further, even if Plaintiff were to prevail at trial on the issue of liability, there still would be uncertainty in terms of penalties that would be proved and collected. Again, Defendants strongly disputed the exposure figures Plaintiff presented, and the parties had considerable disagreement about the amount of penalties Plaintiff could recover even in a best-case scenario for Plaintiff.

20. The settlement agreement includes a Gross Settlement Amount of $50,500, with Plaintiff's counsel agreeing to seek fees and costs not to exceed 30% of that amount ($15,150). That amount does not even cover all of the costs. To illustrate, the following are just some of the out-of-pocket costs Plaintiff's counsel has incurred, which exceed $15,150:

PMQ Depo Day 1	$3,042.95
PMQ Depo Day 2	$2,477.50
PMQ Depo Day 3	$4,863.25
Mediation Fees	$3,400.00
Complaint Filing Fee	$454.15
Jury Fees	$169.15
Process Serving	$526.15
Motion to Compel	$79.15
Motion to Compel Courtesy Copy	$75.00
PAGA Filing Fee	$75.00

TOTAL $15,162.30

21. I can submit documentation of these costs if required by the Court.

22. In reaching the settlement, Plaintiff weighed the value of the prospective relief and actual payments to the LWDA and the PAGA Settlement Members against the risks of recovering nothing from parties who are unable to pay, as well as the risks of proving liability and calculating penalties, and the consequences of further delay. Given these risks, costs and delays associated with litigating the case through a trial and appeals, the total settlement amount of $50,500.00 appears to be the best possible outcome for the LWDA and PAGA Settlement Members.

23. Attached hereto as **Exhibit 2** is a copy of the Notice of Settlement to be transmitted to the Aggrieved Employees with their settlement payments.

24. I submitted the fully executed PAGA Settlement Agreement to the LWDA in accordance with Labor Code section 2699, subdivision (S)(2), on January 14, 2026. This transmission was completed via the LWDA's online filing system. **Exhibit 3.**

25. I affirm that all necessary documents were transmitted to the LWDA in a timely manner and in compliance with the requirements of the California Labor Code. Copies of the transmission confirmations for each of the above-referenced documents are maintained in my firm's records and are available for review upon request.

26. I have been practicing law since 1999, exclusively in the area of employment law. I worked for Littler Mendelsohn between 2000 and 2020 and was a shareholder there between 2006 and 2020. I worked for Epstein Becker & Green as a member of the firm between 2020 and 2023. Until 2023, my law firm experience was exclusively on the defense side, during which I handled dozens of cases involving class, PAGA, or FLSA collective action claims, through settlement on a representative basis. I started my firm, Advantage Advocates, P.C., in 2023, now representing employees. I have substantial experience litigating and settling representative wage and hour cases.

27. I further declare that my firm, Advantage Advocates, P.C., has no actual or potential conflicts of interest with the Aggrieved Employees, the LWDA, or any of the Parties in this matter. My firm has acted solely in the interest of Plaintiff and the Aggrieved Employees in

pursuing this action and negotiating the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 14, 2026 at Pasadena, California.

_/s/ Amy S. Ramsey_______________
Amy S. Ramsey

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between Plaintiff Lukas Nouri ("Plaintiff"), on the one hand, and Defendants Sunset Athletic Club, LLC, d/b/a Monarch Athletic Club, a California limited liability company, Monarch Brentwood LLC, d/b/a Monarch Athletic Club, a California limited liability company, and Dr. Ryan Greene ("Defendants"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the Private Attorneys General Act ("PAGA") Settling Employees as set forth herein.

1. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1 "Action" means the Tenth Cause of Action for civil penalties pursuant to PAGA in the first amended complaint, against Defendants captioned, *Nouri v. Sunset Athletic Club, LLC et al*, filed on April 15, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV01585.

1.2 "Administrator" means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all persons engaged by Defendants as Strength and Conditioning Coaches (Trainers), Physical Therapists, and Front of House in the State of California during the PAGA Period.

1.5 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.6 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' position including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked by each Aggrieved Employee.

1.7 "Agreement" means this Settlement Agreement.

1.8 "Approval Date" means the date the Court grants approval of this Agreement by signing and filing the Final Order.

1.9 "Operative Complaint" means the First Amended Complaint filed by Plaintiff on April 15, 2024 in the Action.

1.10 "Court" means the Superior Court of California, County of Los Angeles.

1.11 "Defendants" means the Defendants in this Action, Sunset Athletic Club, LLC, Monarch Brentwood LLC and Dr. Ryan Greene.

1.12 "Defense Counsel" or "Counsel for Defendants" means:

Dina S. Glucksman, Esq.
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071
Telephone: (213) 576-5000
Fax: (213) 680-4470

1.13 "Effective Date" means the date by which both of the following have occurred: (1) the Court has approved the Settlement; and (2) the Court has entered the Final Order; and (3) the Judgment is final. For avoidance of doubt, the Judgment is final as of the latest of the following occurrences: (a) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used) after the Court enters an order granting approval of the Settlement, as long as no timely appeal is taken of the order of approval or (b) if any timely appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement

1.14 "Final Order" means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

1.15 "Gross Settlement Amount" means $50,500.00 which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees and Costs Award, and the Administrator's Expenses Payment.

1.16 "Individual PAGA Payments" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.17 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.18 "LWDA" means the State of California Labor and Workforce Development Agency.

1.19 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA pursuant to

Labor Code section 2699, subd. (1).

1.20 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees and Costs Award. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.21 "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* This matter was filed before the 2024 amendments to PAGA. As such, all statutory references in this Agreement to Labor Code sections 2698, 2699, 2699.3, and any subdivisions thereof, are references to the statute as it existed before the 2024 amendment.

1.22 "PAGA Counsel" or "Plaintiffs' Counsel" means:

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Tel: (626) 310-0100
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William E. Stoner, Esq.
Stoner Carlson LLP
301 E. Colorado Blvd., Ste 320,
Pasadena, CA 91101
Tel: (213) 687-2640
Fax: (213) 687-2644

1.23 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period based on the Aggrieved Employee Data Defendants provide to the Settlement Administrator.

1.24 "PAGA Period" means the period from January 12, 2023 to October 10, 2025.

1.25 "PAGA Notice" means Plaintiff's January 12, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.26 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of PAGA claims.

1.27 "Plaintiff" means Lukas Nouri.

1.28 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.29 "Released PAGA Claims" means the claims being released by Plaintiff, PAGA Counsel, and the Aggrieved Employees as described in Paragraph 5 below.

1.30 "Released Parties" means Defendants, and any and all subsidiaries of Defendants, and each of their respective past, present, and future parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, owners, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

1.31 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment, including to dispose of the Action, the PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys' fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action and PAGA claims.

2. RECITALS

2.1 On January 12, 2024, Plaintiff submitted notice to the LWDA of alleged violations of PAGA. On January 22, 2024, Plaintiff commenced this Action by filing a Complaint alleging individual causes of action under California Labor Code against Defendants, including claims for retaliation. On April 15, 2024, Plaintiff filed his First Amended Complaint seeking civil penalties pursuant to the Private Attorney General Act. The First Amended Complaint is the Operative Complaint in the Action. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On September 23, 2025, the Parties reached a resolution of the entire Action as a result of settlement negotiations.

3. MONETARY TERMS

3.1 Gross Settlement Amount. Defendants promise to pay $50,500.00 and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint, which are plead in the Tenth Cause of Action. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Order:

3.2.1 To the Administrator: An Administrator Expenses Payment not to exceed $3,550 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $3,550 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.2 PAGA Counsel Fees and Costs Award: Defendants agree not to oppose an attorneys' fees requested of up to 30% of the Gross Settlement Amount ($15,150) plus reimbursement for reasonable costs and expenses incurred in this action, not to exceed $1,500 (Cost Allocation), supported by Declaration of PAGA Counsel. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties to be distributed to the LWDA and Aggrieved Employees. The Parties agree that a decision by the Court to award PAGA Counsel less than the amount requested for the PAGA Counsel Fees or PAGA Counsel Cost Award shall not be a basis for Plaintiff to void this Agreement.

3.2.3 To the LWDA and Aggrieved Employees: The PAGA Penalties will be determined after the deductions from the Gross Settlement Amount for Administration Expenses Payment, PAGA Counsels' Fees and Costs as awarded by the Court. Estimated PAGA Penalties in the amount of $30,300 to be paid from the Gross Settlement Amount, with 75% (approximately $22,725) allocated to the LWDA PAGA Payment and 25% (approximately $7,575) allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which an IRS form 1099 Form shall issue.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($7,575) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.3.3 Released Parties shall have no tax liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.3 Plaintiff will not seek or receive any monetary consideration from this Settlement. Plaintiff has executed an individual Confidential Settlement Agreement with Defendants for his individual claims and general release in the Action, which is documented in a separate written agreement.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records to date, Defendants estimate there are 158 Aggrieved Employees who worked a total of 3,498 PAGA Pay Periods. If it is determined that the total number of PAGA Pay Periods collectively worked by the Aggrieved Employees during the PAGA Period is more than 10% greater than this figure (i.e.

3,848 PAGA Pay Periods or more), then Defendants shall have the option to: (1) agree to increase the Gross Settlement Amount on a proportional basis to the extent the threshold is exceeded (e.g., if the total number of PAGA Pay Periods was actually 11% more than 3,883, then the Gross Settlement Amount will increase by one percent (1%)) or (2) agree to close the PAGA Period as of the date on which the total pay periods worked by the Aggrieved Employees last fell within the 10% buffer.

4.2 Aggrieved Employee Data. Within 15 days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. By December 8, 2025, Defendants will fully fund the Gross Settlement Amount by transmitting that $50,500 to the to the Administrator to be held in escrow in the Qualified Settlement Fund ("QSF") established by the Administrator pending Court approval of the Settlement. If the Court does not approve this Settlement Agreement, or if it fails to become effective, is reversed, withdrawn, or materially modified by the Court, or otherwise prevents or prohibits Defendants from obtaining a full and final resolution of the Released PAGA Claims, then Defendants shall be entitled to the prompt return of the principal amount and all accrued interest within 30 days of such event.

4.4 Payments from the Gross Settlement Amount. No later than 15 days after the Effective Date, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement amount as set forth in Section 4.3 of this Agreement, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff, Aggrieved Employees, the LWDA and the State of California. Plaintiff, all Aggrieved Employees, the LWDA and the State of California (including the LWDA and all individuals who seek to serve as agent and proxy of the State of California in bringing PAGA claims) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code §§ 98.6, 201, 202, 203, 204, 206.5, 210, 221, 226(a), 226.3 226.7, 226.8, 227.3, 245 *et seq*., 246, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197 1198.5, 1199, 2698, 2699, *et seq.* and 2802 and California Industrial Welfare Commission Wage Order Nos. 4-2001, for misclassification as independent contractors, failure to pay wages (including, inter alia, minimum, regular, overtime wages), failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to reimburse for necessary business expenses, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, retaliation, unauthorized wage deductions, declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period.

5.2 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees and Costs incurred in connection with the Tenth Cause of Action of the Operative Complaint. PAGA Counsel represent that no other counsel has been involved in or has any claim for fees or costs associated with the Action, or has represented Plaintiff in connection with this Action or any other contemplated action against Defendants concerning the subject matter of this Action.

6. JOINT STIPULATION AND/OR MOTION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file a joint stipulation and/or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) the Administrator's "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator (v) a draft proposed notice to the Aggrieved Employees; and (vi) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 75 days after the full execution of this Agreement and, if seeking approval by motion, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order of Approval to the Administrator. Defendants will not oppose the motion.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the application or motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have selected ILYM Group, Inc. as Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, Defendants estimate that, as of the PAGA Period, there are 158 Aggrieved Employees who worked 3,498 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. NO ADMISSION OF LIABILITY OR REPRESENTATIVE MANAGEABILITY FOR OTHER PURPOSES. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11. INTEGRATED AGREEMENT. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, and the Confidential Settlement Agreement referenced in Section 3.3, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13. ATTORNEY AUTHORIZATION. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

14. **COOPERATION.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the settlement by, among other things, modifying the settlement agreement, submitting supplemental evidence and supplementing points and authorities as requested by the court. In the event the parties are unable to agree upon the form or content of any document necessary to implement the settlement, or on any modification of the agreement that may become necessary to implement the settlement, the parties will seek the assistance of a mediator and/or the court for resolution.

15. **NO PRIOR ASSIGNMENTS.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the party in this settlement.

16. **NO TAX ADVICE.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this settlement be relied upon as such within the meaning of united states treasury department circular 230 (31 cfr part 10, as amended) or otherwise.

17. **MODIFICATION OF AGREEMENT**. This agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

18. **AGREEMENT BINDING ON SUCCESSORS**. This agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

19. **APPLICABLE LAW**. All terms and conditions of this agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

20. **COOPERATION IN DRAFTING**. The parties have cooperated in the drafting and preparation of this agreement. This agreement will not be construed against any party on the basis that the party was the drafter or participated in the drafting.

21. **CONFIDENTIALITY**. To the extent permitted by law, all agreements made, and orders entered during action and in this agreement relating to the confidentiality of information shall survive the execution of this agreement. Plaintiff, PAGA Counsel, Defendants, and Defense Counsel separately agree that each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; or (5) as necessary to obtain approval of this settlement or enforce the terms of this settlement. Each Party agrees to immediately notify each other of any judicial or agency order, inquiry, or subpoena

seeking such information. Plaintiff, PAGA Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

22. **USE AND RETURN OF AGGRIEVED EMPLOYEE DATA.** Information provided to PAGA counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the settlement, may be used only with respect to this settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the administrator discharges its obligation to pay out of all settlement funds, plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee data received from Defendants unless, prior to the administrator's payment of all settlement funds, Defendants make a written request to PAGA counsel for the return, rather than the destructions, of Aggrieved Employee data.

23. **HEADINGS**. The descriptive heading of any section or paragraph of this agreement is inserted for convenience of reference only and does not constitute a part of this agreement.

24. **CALENDAR DAYS**. Unless otherwise noted, all reference to "days" in this agreement shall be to calendar days. In the event any date or deadline set forth in this agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

25. **NOTICE**. All notices, demands or other communications between the parties in connection with this agreement will be in writing and deemed to have been duly given as of the third business day after mailing by united states mail, or the day sent by email or messenger, addressed as follows:

For Plaintiff: Amy Ramsey (aramsey@advantage-law.com)
Advantage Advocates, P.C.
21 Miller Alley
Pasadena, CA 91103
Telephone: (626)310-0100
William Stoner (wstoner@stonercarlson.com)
Stoner Carlson LLP
310 E. Colorado Blvd., Ste. 320
Pasadena, CA 91101
Telephone: (213)687-2640

For Defendant: Dina S. Glucksman, Esq. (dglucksman@grsm.com)
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, California 90071
Telephone: (213) 576-5000
Fax: (213) 680-4470

26. **EXECUTION IN COUNTERPARTS**. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. Docusign), or email which for purposes of this agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

27. **STAY OF LITIGATION**. The parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 10/30/2025

Lukas Nouri, Plaintiff and PAGA Representative

Dated: October 31, 2025

Sunset Athletic Club, LLC, Defendant

By DocuSigned by: 59B340265A5A4BD...

Dr. Ryan Greene, its Managing Partner

Dated: October 31, 2025

Monarch Brentwood LLC, Defendant

By DocuSigned by: 59B340265A5A4BD...

Dr. Ryan Greene, its Managing Parter

Dated: October 31, 2025

DocuSigned by: 59B340265A5A4BD...

Dr. Ryan Greene, Defendant

EXHIBIT 2

<u>**Notice of PAGA Settlement and Release of Claims**</u>

***Lukas Nouri v. Sunset Athletic Club, LLC, et al.* Case No. 24STCV01585**

I. <u>NOTICE OF PAGA SETTLEMENT</u>

The Los Angeles County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Lukas Nouri ("Plaintiff") on behalf of himself and all other aggrieved employees in the case of *Lukas Nouri v. Sunset Athletic Club, LLC, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV01585.

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code. Specifically, Plaintiff alleges that Sunset Athletic Club, LLC, Monarch Brentwood LLC, and/or Dr. Ryan Greene ("Defendants") violated the Labor Code through (1) misclassification of employees as independent contractors; (2) failure to pay wages (including, inter alia, minimum, regular, overtime wages); (3) failure to provide compliant meal periods and associated premium pay; (4) failure to provide compliant rest periods and associated premium pay; (5) failure to reimburse for necessary business expenses; (6) failure to provide compliant wage statements; (7) failure to timely pay wages upon termination of employment; (8) failure to timely pay wages during employment; (9) retaliation; and (10) unauthorized wage deductions. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the Private Attorneys General Act ("PAGA"). Defendants deny all allegations made by Plaintiff.

Defendants maintain that they were in compliance with the California Labor Code at all times and entered into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has NOT made a determination about Plaintiff's PAGA allegations. This Notice is NOT to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: all current and former non-exempt employees engaged by Defendants as Strength and Conditioning Coaches (Trainers), Physical Therapists, and Front of House in the State of California between January 12, 2023 to October 10, 2025.

The "PAGA Period" is defined as January 12, 2023 to October 10, 2025.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

The Gross Settlement Amount of the PAGA settlements against defendants is $50,500. As an Aggrieved Employee, you receive a portion of what remains of the Gross Settlement Amount after payment of attorneys' fees and costs, settlement administrator costs, and payment to the Labor and Workforce Development Agency ("LWDA"). Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees.

You worked <<PayPeriods»> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is 3,498.

Your individual PAGA payment is estimated to be <<CheckAmount>>.

III. RELEASE

"Released Parties" means that Defendants and their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement terms, all Aggrieved Employees will release the Released Parties from any and all claims for civil penalties under the PAGA which arose during the PAGA Period that includes claims that (i) were asserted in the LWDA Letter and Plaintiff's Complaint; and/or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff's Complaint ("Released PAGA Claims").

The Released PAGA Claims are claims for civil penalties against Defendants for: (1) failure to pay wages (including minimum wages and overtime wages); (2) failure to provide meal breaks; (3) failure to provide rest breaks (4) failure to timely pay wages during employment; (5) failure to pay wages upon termination; (6) unauthorized deductions from wages; (7) failure to provide accurate itemized wage statements; (8) failure to reimburse business expenses; (9) retaliation and (10) misclassification as independent contractors, as well as claims for attorneys' fees, costs, or interest resulting therefrom.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement will be barred from proceeding with any claim for PAGA penalties released by this Settlement. Nothing in this settlement prevents you from pursuing an individual claim for damages against Defendants for any alleged Labor Code violations. This settlement pertains only to civil penalties under the PAGA.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, ILYM Group, Inc. toll free at <<ILYM Number>> with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.