JEFFREY S. SLOAN, ESQ. (SBN 154487)
CARI A. COHORN, ESQ. (SBN 249056)
WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION
870 Market St., Suite 1152
San Francisco, CA 94102
Telephone: (415) 851-8900
Facsimile: (415) 660-9728
Email: jsloan@workplacelegalpc.com
Email: ccohorn@workplacelegalpc.com

Attorneys for Plaintiff and Counter-Defendant
CHRISTOPHER ROSSI

DARRYL M. WOO, (SBN 100513)
DWoo@goodwinlaw.com
APRIL SUN, (SBN 291633)
ASun@goodwinlaw.com
JEREMY D. LEWIS, (SBN 332993)
JeremyLewis@goodwinlaw.com
GOODWIN PROCTER LLP
525 Market Street
San Francisco, California 94105
Tel.: +1 415 733 6000
Fax: +1 415 677 9041

Attorneys for Defendant and Counter-Claimant
TECHNOGYM USA CORP.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CHRISTOPHER ROSSI, a California resident, Plaintiff, v. TECHNOGYM USA CORP, a Washington corporation doing business in California, and DOES 1 through 20, inclusive, Defendants. And Related Counterclaim.	Case No. 3:24-cv-02324-YGR ***AMENDED* JOINT STIPULATION FOR ORDER APPROVING SETTLEMENT OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL ACT CLAIM AND DISMISSAL OF ENTIRE ACTION; [~~PROPOSED~~] ORDER**

Pursuant to Federal Rule of Civil Procedure 41(a)(2), Plaintiff/Counterdefendant Christopher Rossi ("Rossi") and Defendant/Counterclaimant Technogym USA Corp ("Technogym") (collectively, the "Parties") hereby stipulate to and jointly request that, on the terms set out in more detail below, the Court: (1) approve the Parties' settlement of Rossi's individual claim for penalties (the "Individual PAGA Claim") pursuant to the Labor Code Private Attorneys General Act ("PAGA," Cal. Lab. Code §§ 2698 *et seq.*); (2) order the dismissal with prejudice of the Individual PAGA Claim and each other claim (Causes of Action 1-12 and 14) asserted by Rossi in the operative Second Amended Complaint (ECF No. 33); (3) order the dismissal with prejudice of Technogym's Counterclaims (ECF No. 55); and (4) order the dismissal *without prejudice* of the Thirteenth Cause of Action for PAGA penalties as to every allegedly aggrieved employee of Technogym other than Rossi.

STIPULATION

WHEREAS, on April 18, 2024, Rossi filed the above entitled-action against Technogym (ECF No. 1);

WHEREAS, on June 3, 2024, Plaintiff filed his First Amended Complaint ("FAC") adding a cause of action for alleged failure to pay overtime wages under the Fair Labor Standards Act (ECF No. 13);

WHEREAS, on June 28, 2024, the Parties stipulated to extend Technogym's responsive pleading deadline to July 16, 2024, and Defendant timely filed its responsive pleading pursuant to the stipulation (ECF No. 18, 22);

WHEREAS, on September 30, 2024, Plaintiff filed his Second Amended Complaint ("SAC"), adding Technogym Related Companies 401(k) Plan (the "401(k) Plan") as a named defendant (ECF No. 27 (ECF No. 33);

WHEREAS, Technogym asserts that the 401(k) Plan is not a proper party to this action and that Rossi erroneously asserted a claim against the 401(k) Plan that could have been asserted against Technogym;

WHEREAS, on December 5, 2024, the Parties participated in a mediation with Jiyun C. Lee, Esq., which made progress but did not result in a settlement;

WHEREAS, on December 27, 2024, Defendant filed a Counterclaim (ECF No. 44), and on January 17, 2025, Plaintiff filed his response thereto (ECF No. 50);

WHEREAS, over the course of several months, the Parties engaged in both formal discovery and informal exchanges of documents and evidence, and thoroughly researched and investigated the strengths and weaknesses of their respective claims and defenses;

WHEREAS, on March 4, 2025, the Parties engaged in a second mediation with mediator Michael Loeb, Esq.;

WHEREAS, through adversarial, arms-length negotiations facilitated by Mr. Loeb, the Parties reached an agreement to fully resolve this action, subject to Court approval of the settlement of Rossi's Individual PAGA Claim;

WHEREAS, based on Technogym's assertion that the 401(k) Plan is not properly a defendant in this action, the Parties have not included the 401(k) Plan as a separate signatory to their settlement agreements or a separate signatory on this Stipulation but intend and agree to fully and finally resolve all claims and causes of action that were or could have been asserted between Rossi and the 401(k) Plan;

WHEREAS, the Parties' agreement to settle the Individual PAGA Claim is attached hereto as **Exhibit A**;

WHEREAS, the Parties, through their respective counsel, have concluded this settlement represents a fair, reasonable, and adequate resolution of the Individual PAGA Claim, and it includes a reasonable payment to the California Labor and Workforce Development Agency (the "LWDA"), based on the potential penalties available for the violations allegedly committed by Technogym against Rossi;

WHEREAS, concurrently with the filing of this Stipulation, Rossi's counsel is submitting to the LWDA both the Stipulation and the agreement to settle the Individual PAGA Claim;

/ / /

WHEREAS, the Parties' agreement does not adversely impact the interests of any other allegedly aggrieved employees of Technogym, because the Parties request dismissal *without prejudice* of the Thirteenth Cause of Action for PAGA penalties as to every allegedly aggrieved employee of Technogym other than Rossi;

WHEREAS, the Parties intend and agree that the separate Confidential Individual Settlement (as defined in Section I.A. of Exhibit A hereto) to fully and finally resolve all claims and causes of action that were or could have been asserted by any Party to this action should remain private and confidential to the maximum extent allowed by law and by this Court;

WHEREAS, the Parties have agreed that, should the Court require as part of its determination of whether to approve the PAGA settlement, disclosure of the amount of the Confidential Individual Settlement and/or any examination by the Court of the Confidential Individual Settlement, the Parties would, and hereby do (if such disclosure or examination is desired by the Court) request that any such disclosure be made *in camera* and/or under seal;

WHEREAS, on August 5, 2025 the Parties filed a stipulation seeking the same actions as are requested herein (ECF No. 59);

WHEREAS, on August 7, 2025, the Court issued an order reassigning this matter from Magistrate Judge Thomas S. Hixson to Judge Yvonne Gozalez Rogers (ECF No. 61); and

WHEREAS, the Parties intend and agree that this Stipulation, reflecting the reassignment of the matter, supersede and replace the prior stipulation (ECF No. 59).

THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties that this matter should be disposed of in its entirety, subject to the approval and order of the Court, as follows:

1. The settlement of the Individual PAGA Claim as to Rossi shall be APPROVED, and Rossi's Individual PAGA Claim, along with all other claims asserted by Rossi in the SAC, shall be dismissed *with prejudice* as to Rossi;

2. The SAC, including the Thirteenth Cause of Action for PAGA penalties, shall be dismissed *without prejudice* as to any allegedly aggrieved employee other than Rossi; and

3. The Counterclaim is dismissed *with prejudice*.

IT IS SO STIPULATED.

Dated: August 8, 2025

WORKPLACE LEGAL,
A PROFESSIONAL LAW CORPORATION

By: */s/ Cari A. Cohorn*
Jeffrey S. Sloan
Cari A. Cohorn

Attorneys for Plaintiff and Counter- Defendant
CHRISTOPHER ROSSI

Dated: August 8, 2025

GOODWIN PROCTER LLP

By: */s/ Jeremy D. Lewis*
Darryl M. Woo
April Sun
Jeremy D. Lewis

Attorneys for Defendant and Counter-Claimant
TECHNOGYM USA CORP.

PURSUANT TO STIPULATION OF THE PARTIES IT IS SO ORDERED.

DATED: September 9, 2025

Honorable Yvonne Gonzalez Rogers
United States District Judge

FILER'S ATTESTATION

I hereby attest, pursuant to Local Rule 5-1(i)(3), that I obtained the concurrence in the filing of this document from the signatories indicated by the conformed signature.

/s/ Cari A. Cohorn
Cari A. Cohorn

Exhibit A

SETTLEMENT AGREEMENT AND
RELEASE OF CLAIM FOR CIVIL PENALTIES

This Settlement Agreement and Release of Claim for Civil Penalties ("Agreement") is made by and between Plaintiff Christopher Rossi ("Plaintiff") and Defendant Technogym USA Corp. ("Defendant") (collectively referred to as the "Parties" or individually referred to as a "Party") as of the date(s) indicated below.

I. DEFINITIONS

The terms below have the following meaning in this Agreement:

A. "Action" means the instant civil action, titled *Rossi v. Technogym USA Corp.*, Northern District of California Case No. 3:24-cv-02324-TSH.

B. "Confidential Individual Settlement" means the Parties' agreement to settle all claims and causes of action that have been or could have been asserted in this Action, including those set forth in Plaintiff's original Complaint filed on April 18, 2024, the First Amended Complaint filed on June 3, 2024, and the Second Amended Complaint filed on September 30, 2024.

C. "Court" means the United States District Court for the Northern District of California.

D. "Gross Settlement Amount" means FOUR THOUSAND FOUR HUNDRED DOLLARS ($4,400), which Defendant will pay to Plaintiff and to the LWDA.

E. "LWDA" means the California Labor & Workforce Development Agency.

F. "PAGA" means California's Private Attorneys General Act, codified at California Labor Code §§ 2698 *et seq.*

G. "PAGA Notices" means the claim notice dated February 13, 2024 that Plaintiff submitted to the LWDA, attached to this Agreement as Exhibit 1, and the supplemental claim notice dated March 7, 2024 that Plaintiff submitted to the LWDA, attached to this Agreement as Exhibit 2.

H. "Released Parties" means, individually and collectively, Defendant and defendant Technogym Related Companies 401(K) Plan, and their current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefits plans, plan administrators, plan fiduciaries, trustees of the plan, parties in interest, each of their committees, each member of their committees, fiduciaries, insurers, trustees, divisions, parents, subsidiaries, and predecessor and successor corporations and assigns.

I. "Settlement" means the terms and conditions set forth in this Agreement, which are meant to resolve only Plaintiff's claims for PAGA penalties arising out of alleged legal violations committed against him personally – and not to have any impact upon any rights or claims of any other allegedly aggrieved employee.

II. RECITALS

A. On February 13, 2024, Plaintiff submitted his PAGA claim notice to the LWDA via the online PAGA filing portal and sent a copy to Defendant via certified mail. The LWDA assigned Case No. LWDA-CM-1010927-24 to Plaintiff's claim. The LWDA did not investigate the alleged violations or otherwise respond to the PAGA Notice within 65 days.

B. On March 7, 2024, Plaintiff sent a supplemental PAGA claim notice to the LWDA alleging various additional unlawful policies and resulting wage and hour violations by Defendant. Again, the LWDA did not investigate the alleged violations or otherwise respond to the PAGA Notice within 65 days.

C. On April 18, 2024, Plaintiff commenced the Action, asserting several individual causes of action and a representative cause of action for PAGA penalties and all other remedies available pursuant to PAGA (*e.g.*, attorneys' fees). Plaintiff alleged the same violations as had been described in the PAGA Notices.

D. The Parties engaged in extensive formal discovery and arms-length negotiations concerning Plaintiff's claims. The Parties participated in two mediations, on December 5, 2024 and March 4, 2025, each with a different, experienced neutral.

E. On March 7, 2025, the Parties agreed upon the material terms of this Settlement.

F. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, will be construed or deemed an admission of liability, culpability, or wrongdoing of any kind by Defendant, nor will it constitute an admission of any fact or allegation against it.

G. Plaintiff and his counsel believe that the PAGA claims asserted in the Action have merit. However, they recognize and acknowledge the significant expense and potentially lengthy timespan required to prosecute those claims through trial and, possibly, appeals. Plaintiff and his counsel are mindful of the many possible defenses Defendant has to the PAGA claims and the numerous disputed questions of fact.

H. Defendant and its counsel dispute that the PAGA claims asserted in the Action have merit. However, Defendant and its counsel likewise recognize the risks and costs inherent in all litigation, particularly complex litigation, such as that involving representative PAGA claims.

I. Accordingly, the Parties and their respective counsel agree to resolve Plaintiff's claim for PAGA penalties arising *only* out of violations that he personally experienced, without waiving any representative claim for penalties arising out of violations allegedly committed against any other current or former employee of Defendant.

J. The Parties and their respective counsel agree that this Settlement represents a fair and reasonable compromise of Plaintiff's claims because it has been arrived at after arms-length negotiations and adequately balances the risks of proceeding with the Action against the value of the potential recovery by Plaintiff and by the LWDA.

K. The Parties desire that Plaintiff will release, fully and completely, all claims described in the PAGA Notices and asserted in the Action, as well as all claims available to Plaintiff for civil penalties and other remedies under PAGA – with respect only to penalties arising out of violations Plaintiff allegedly personally experienced, as set forth in Sections III. B. and C. The Parties desire that this Settlement will not affect the rights or interests of any other current or former employee of Defendant, or the LWDA's ability to collect penalties arising out of violations allegedly committed as to any current or former employee of Defendant other than Plaintiff.

III. AGREEMENT

A. Consideration. Defendant agrees to pay the Gross Settlement Amount. This Gross Settlement Amount will be paid to Plaintiff and to the LWDA as set forth below. Defendant will not be required to pay any more than the Gross Settlement Amount. The Gross Settlement Amount will be paid and distributed to the LWDA (75%) and to Plaintiff (25%). For tax purposes, the portion of the Settlement Amount paid to Plaintiff will be characterized as penalties and will be reported on IRS Form 1099, subject to the provisions set forth in paragraph III(F), below.

B. Release of Claims. Effective upon the date of the Court's entry of an order approving of this Settlement and the Parties' Joint Stipulation to Dismiss the Action in its entirety, Plaintiff, on behalf of himself and the LWDA, will and hereby does fully release and discharge the Released Parties from all claims, demands, rights, liabilities, and causes of action available for civil penalties and other remedies under PAGA stemming from those alleged violations committed against Plaintiff personally. Plaintiff represents that he has made no assignment or transfer of any right, claim, complaint, charge, duty, obligation, demand, cause of action, or other matter waived or released by this section. Plaintiff agrees that he cannot represent other "aggrieved employees" in a PAGA action as it relates to the Released Parties in relation to any issues prior to the date of this Agreement.

C. No Release of Claims as to Anyone Other Than Plaintiff. Plaintiff's release shall not extend to any other person. That is, no right that any other current or former employee of Defendant may have to PAGA penalties and/or to pursue a representative PAGA action is released, waived, or otherwise impacted by this Settlement.

D. Court Approval of the Settlement and Stipulation for Dismissal. The Parties and their respective counsel will take all necessary steps to implement this Agreement, including any steps that may be requested by the Court relating to the approval of the Settlement, and will otherwise use their respective best efforts to obtain Court approval of the Settlement and to implement this Agreement. The procedure for obtaining Court approval will be as follows:

As soon as practicable after this Agreement has been executed by the Parties, Plaintiff will submit a stipulation to the Court, attaching this Agreement, requesting approval of this Agreement pursuant to California Labor Code § 2699(s)(2), dismissing Plaintiff's claim for PAGA penalties with prejudice with respect to Plaintiff only, and dismissing the PAGA claim without prejudice with respect to any and all other allegedly Aggrieved Employees.

The Parties will, to the maximum extent possible, maintain the confidentiality of the terms of the Confidential Individual Settlement. Should the Court require disclosure of the amount of the Confidential Individual Settlement, the Parties will jointly request that such disclosure be made under seal and/or that any examination by the Court of the Confidential Individual Settlement be conducted *in camera*.

E. Timing and Administration of Payments. Provided that the Court has entered an order approving this Agreement, within 21 days of the effective date of the Confidential Individual Settlement, Defendant will:

1. Disburse $1,100 (*i.e.*, 25% of the Gross Settlement Amount) by sending Plaintiff a check addressed to:

Christopher Rossi
503 Red River Drive
Paso Robles, California 93446

2. Disburse $3,300 (*i.e.*, 75% of the Gross Settlement Amount) by sending a check payable to "Labor and Workforce Development Agency" addressed to:

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

F. Tax Treatment and Indemnification. The Settlement payment distributed to Plaintiff will be considered "penalties" for tax purposes and will be reported by Defendant on an IRS Form 1099. No amount of this payment will constitute "wages."

The Parties represent that they have not received, and will not rely on, advice or representations from the other Party or of his/its agents regarding the tax treatment of payments pursuant to this Agreement under federal, state, or local law. Plaintiff understands and agrees that Defendant makes no guarantee with respect to tax treatment of any amounts paid to Plaintiff under this

Agreement. Plaintiff acknowledges that he has been advised to seek the advice of an accountant or tax professional prior to signing this Agreement.

Plaintiff understands that the taxability of all payments paid to him pursuant to this Agreement will be governed by applicable federal, state, and local tax laws and regulations, and that he will be solely responsible for any taxes, interest, and penalties that he may owe with respect to such payments. Plaintiff further agrees that, in the event he fails to pay the taxes he owes as a result of any payment made to him pursuant to this Agreement, and if any taxing authority looks to Defendant for payment of those taxes, Plaintiff will indemnify and hold harmless Defendant for any taxes, interest, or penalties imposed on Defendant as a result thereof.

G. Miscellaneous Provisions

1. Each Party to Bear Own Costs. The Parties will each bear responsibility for his/its own attorneys' fees and costs, taxable or otherwise, incurred by him/it in connection with the Action and will not seek reimbursement from the other Party.

2. Severability. The voiding, nullification, or invalidation of any material term of this Agreement, including but not limited to the release of claims in Section III(B) above, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that some or all of the remaining provisions will remain in force and effect.

3. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

4. No Admission. Neither this Agreement nor any of its terms shall construed as an admission by Defendant of any liability or obligation to Plaintiff, any Aggrieved Employee, and/or the LWDA. Defendant specifically denies owing any further liability or obligation to anyone.

5. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement and have had a full opportunity to negotiate its terms. Accordingly, the Parties expressly waive the rule of construction that ambiguities should be construed against the drafter of an agreement. The language in all parts of this Agreement will be construed as a whole, according to its fair meaning.

6. Non-Evidentiary Use. Neither the fact of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by either Party, any allegedly Aggrieved Employee, or their respective counsel. However, nothing contained in this paragraph will prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

7. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for the Parties.

8. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he/she/they has/have the authority and is/are authorized to enter into this Agreement on behalf of the Party for which that individual signs.

9. Advice of Counsel. The Parties are represented by counsel, and each has had an opportunity to consult with counsel before signing this Agreement. The Parties agree this Agreement reflects their good faith compromise of the claims raised in the Action, based on their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

10. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Plaintiff's Counsel, or Defendant's Counsel without the express written consent of each Party and his/its respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties to this Agreement, the Released Parties, and the LWDA, and will not be construed to confer any right or to avail any remedy to any other person.

11. Governing Law. This Agreement will be governed, construed, and interpreted in accordance with the laws of the State of California, without regard to that State's choice of law principles.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the Action, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. This Agreement, once it is fully executed, supersedes and any and all prior agreements between the Parties, whether written or oral, with the exception of the Confidential Individual Settlement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which taken together will constitute one and the same document. In addition, facsimile and electronic signatures will have the same force and effect as original signatures.

14. Cooperation. The Parties will cooperate fully with one another and will use their best efforts to consummate the Agreement and cause the Court to enter an order as described herein. No Party to this Agreement will seek to evade his/its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Action, in any other litigation, or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH (A) HAS READ THIS AGREEMENT, (B) ACCEPTS AND AGREES TO THIS AGREEMENT AND ALL OF ITS PROVISIONS, AND (C) EXECUTES THIS AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

Dated: 7-15-25

Christopher Rossi

Dated: 07/09/25

TECHNOGYM USA CORP.

By: ________________

Name: Luca Tedeschi
Its: Chief Financial Officer