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6 Attorney for Plaintiff
7 Eric Hill

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 ERIC HILL, on behalf of himself and all aggrieved)	NO. 24STCV09523
11 employees,)	
12 Plaintiff,)	DECLARATION OF ADAM ROSE IN
13 v.)	SUPPORT OF MOTION TO APPROVE
14 KLW CP, LLC, RISERFIT CA, LLC, and DOES 1)	PAGA SETTLEMENT
15 to 100,)	
Defendants.)	

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17
18 I, Adam Rose, declare the following:

- 19 1. I am one of the attorneys for plaintiff Eric Demetreous Hill. I have personal knowledge of
20 the facts in this declaration, and if called on to testify I would competently do so.
- 21 2. I support all the arguments made in the motion to approve the PAGA settlement.
- 22 3. I am also very actively helped move this case into mediation, engaged in both formal and
23 written discovery, attended Plaintiff's deposition, wrote the mediation brief, and engaged in arm's
24 length negotiations with Jan Frankel Schau to reach the settlement.
- 25 4. Attached as Exhibit A is a true and correct copy of the settlement agreement.
- 26 4. Attached as Exhibit B is a true and correct copy of the time spent by myself and other
27 people at Frontier Law Center showing a total of \$134,550 for fees, and costs of \$6,874.10.
- 28 5. Attached as Exhibit C is a true and correct copy of the initial PAGA letter.

6. The aggrieved employees all Pilates instructor who worked at the Riserfit CA, LLC Club Pilates franchise locations from February 6, 2023 to January 28, 2025.

7. The claims relate to allegations that the aggrieved employees were not paid overtime at the correct regular rate since they received commissions for teaching classes, but when they worked overtime the commissions were not factored into the regular rate of pay.

8. The claims also relate to allegations that the aggrieved employees were not paid premium pay for missed meal breaks if they worked more than five hours a day, and that the aggrieved employees did not always receive rest breaks between classes.

9. The maximum PAGA liability for the regular rate violation is $6,390 \times \$100 = \$639,000$. The same calculation applies for the missed meal breaks, missed rest breaks, and wage statement violations since the same \$100 penalty per pay period applies (i.e., three additional bases for PAGA liability at $6,390 \times \$100 \times 3$), bringing the total maximum liability to \$2,556,000.

10. The PAGA settlement of \$100,000 is 4% of the maximum liability. However, the risks of proceeding further demonstrate the PAGA settlement is within the range of reasonableness.

11. In anticipation of mediation, Defendants produced: 1) employee handbooks, 2) a 20% sampling of the aggrieved employees wage statements, and 4) the number of aggrieved employees during the PAGA period.

12. For the regular rate/overtime violations it appears that about 20% of the aggrieved employees worked overtime. Pilates instructors do not work overtime but there were occasions where that occurred. With a 20% violation rate, the adjusted maximum liability for the regular rate violations is $6,390 \text{ pay periods} \times 0.20 \times \$100 = \underline{\$127,800}$.

13. For the missed meal break violations, most shifts did not exceed five hours. However there were occasions where shifts lasted more than five hours. This was about 20% of the time. Thus, the same reduction applies as above, namely $6,390 \times 0.20 \times \$100 = \underline{\$127,800}$.

14. The same logic applies for the rest break violations, which also has a more realistic maximum liability of \$127,800.

15. For wage statement violations, there must be a requisite finding of knowing and intentional conduct as prescribed by *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

16. This might be difficult to prove, since the regular rate violation might be unwitting, if Club Pilates were unaware of the requirement to include the earned commissions in the overtime rate.

17. This potential would reduce the liability for wage statement violations to about 20% of the maximum liability for wage statement violations, or $6,930 \times 0.20 \times 100 = \underline{\$127,800}$.

18. The total adjusted liability given the risks is \$511,200. The proposed settlement of \$100,000 is 19.5% of the total adjusted liability, and that is within the range of reasonableness.

19. The settlement comports with the purpose of PAGA by advancing and promoting Labor Code compliance. The 476 aggrieved employees worked at Defendants' Club Pilates franchise locations and will receive a commensurate recovery based on their lengths of employment, and the LWDA will receive funds to continue its goal of education about employment rights and responsibilities. (Lab. Code, § 2699, subd. (n).)

20. Subsequently, Defendants are arguably now more cognizant of overtime and meal/rest break requirements. Thus, the settlement is fair, reasonable, and adequate.

21. I am qualified to represent the aggrieved employees because since I graduated from University of San Francisco Law School in 1998, I have settled approximately 300 individual employment law cases (in addition to hundreds of additional personal injury and habitability cases), and I have handled the following class actions from start to finish: *Ramirez v. Arevalo Landscaping*, Los Angeles Superior Court case number BC397109; *Friedrich v. La Vaquita Corp.*, Los Angeles Superior Court case number BC564432; *Carvalho v. Staff Pro*, Alameda County Superior Court case number RG16812554; *Hart v. Marriott International, Inc.*, United States District Court case number 8:17-cv-2021-JVS; *Cole v. Saucey, Inc.*, Los Angeles Superior Court case number BC707895; *Rowe v. Laura Geller Beauty, LLC*, United States Bankruptcy Court case number 1:18-bk-14102-MEW (New York); *Rowe v. Ulta Salon, Beauty, and Cosmetics, LLC*, Sacramento Superior Court case number 34-2019-00267231, *Luna et al. v. Triple Canopy, Inc.*, Santa Clara Superior Court case number 19CV345169, *Smith v. Budget Rent A Car System, Inc.*, United States District Court case number 2:19-cv-4720-SVW, *Shrum v. Sacramento Elite Patrol, Inc.*, Sacramento Superior Court case number 34-2019-002767231, *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court case number FCS035858, *Lopez v. Mac Arthur*

1 Co., Riverside County Superior Court case number RIC1905043, *Diaz v. Marriott International,*
2 Inc., San Diego Superior Court case number 37-2019-00044740, *Castellanos et al. v. Southwest*
3 *Patrol, Inc.*, San Diego Superior Court case number 37-2020-00024905, *Inacio v. Land O' Lakes,*
4 Merced Superior Court case number 19CV-04520, *GSG Wage and Hour Cases*, San Diego
5 Superior Court case number JCCP5055, *Marroquin v. Teleferic Barcelona*, Santa Clara Superior
6 Court case number 21CV388821, *Gonzalez, et al. v. Golden Gate Bell*, Contra Costa Superior
7 Court case number MSC21-00956, *Navarro Garcia v. Widdicombe Enterprises, Inc.*, Orange
8 County Superior Court case number 30-2021-01235358, *Gonzalez v. Seven Seas Associates, LLC*,
9 San Diego Superior Court case number 37-2023-00042280-CU-OE-CTL, *Navarro v. Squad*
10 *Security CA, Inc.*, Los Angeles Superior Court case number 22STCV24108, and *Gagliardi v. Ralph*
11 *Lauren Retail, Inc.*, Riverside County Superior Court case number CVRI2103581, and *Rodriguez*
12 *v. RGIS, LLC*, Butte County Superior Court case number 23CV01731.

13 22. I also actively participated in and helped finalize class action settlements in the following:
14 *Arya Security Services Cases*, Orange County Superior Court case number JCCP4991, *Allen v.*
15 *Caine & Weiner*, Los Angeles Superior Court case number BC465806, *Terry v. SHAC, LLC dba*
16 *Sapphire*, Eighth Judicial District of Nevada case number A-09-602800-C, *Carter v. Fantasy*
17 *Castle*, Los Angeles Superior Court case number BC433666, *Blunt v. Valley Ball Cabaret*, Los
18 Angeles Superior Court case number BC380265, *Hills v. Todd & Katie, Inc.*, Los Angeles Superior
19 Court case number BC437919, *Lawrenz, et al. v. Blacktalon Enterprises, Inc.*, et al., Sacramento
20 Superior Court case number 34-2019-00267748, *Stricklin, et al. v. First Alarm Security & Patrol,*
21 *Inc.*, Santa Clara Superior Court case number 18CV323753, *Rushing v. Security Intelligence*
22 *Specialist Corporation*, San Mateo Superior Court case number 18-CIV-01808, *Massey v. Hummel*
23 *+ Mann*, Santa Barbara Superior Court case number 21CV02985, *Sunshine Retirement Wage and*
24 *Hour Cases*, Sacramento Superior Court case number JCCP5247, and *Houser v. Fish House Vera*
25 *Cruz*, San Diego Superior Court case number 37-2023-00045659-CU-OE-NC.

26 23. I obtained FLSA certification and finalized settlements in *Desio v. Russell Road Food &*
27 *Beverage*, U.S. District Court case number 2:15-1440-GMN (D.Nev.) and *Aguilar v. American-*
28 *Paragon Protective Services*, U.S. District Court case number 5:20-cv-01892-EJD (N.D.Cal.).

24. I handled and finalized settlements on the following PAGA-only cases: *McAfee v. Chief Protective Services*, Riverside County Superior Court case number RIC1721984, *Hall v. Pirch, Inc.*, San Diego Superior Court case number 37-2016-00036606, *Green v. American Guard*, Los Angeles Superior Court case number BC688437, *Hernandez v. Contemporary Services Corp.*, Los Angeles Superior Court case number BC684206, *McNeal v. Platinum Security Services*, Los Angeles Superior Court case number 19STCV05709, *Cruz v. Holder Construction Group, LLC*, Santa Clara Superior Court case number 19CV341862, *Nunes v. Westmont Living*, San Luis Obispo Superior Court case number 19CV-0935, *Gibson v. Swift Transportation Co.*, United States District Court case number 5:20-cv-00318-ODW, *Katabyan v. Awesome Doughnut*, Los Angeles Superior Court case number 20STCV19903, *Ayoub v. Harry Winston, Inc.*, United States District Court case number 4:21-cv-01599-JST, *Williams v. St. Joseph Personal Care Services, LLC*, Orange County Superior Court case number 30-2020-01134268-CU-OE-CXC, *Rodriguez v. Modern Parking, Inc.*, Los Angeles Superior Court case number 23STCV00936, *Valdivieso v. Universal Auto Group*, Los Angeles Superior Court case number 23GDCV00191, *Hanna v. Ulta Salon, Cosmetics & Fragrance, Inc.*, Sacramento Superior Court case number 34-2019-00252198, *Bullock v. Atria Management*, Nevada County Superior Court case number CU22-086285, *Ramirez-Batres v. Lee Mechanical Contractors, Inc.*, Kern County Superior Court case number BCV-23-102686, *Mathews v. Assignment America, LLC*, Los Angeles Superior Court case number 22STCV13033, *Castro v. Clay Lacy Aviation, Inc.*, Los Angeles Superior Court case number 21VECV00304, *Elwood v. Alameda Healthcare & Wellness Center, LLC*, Alameda County Superior Court case number 23CV028398, *Vasquez v. Anton Devco, Inc.*, Sacramento County Superior Court case number 34-2021-00310326, *Selvy-Medina v. Nothing Bundt Cakes*, San Diego Superior Court case number 37-2023-00041657-CU-OE-CTL, *Lear v. DNS2 Management, LLC*, Riverside County Superior Court case number CVRI2304984, *Barboza et al. v. Mission Federal Credit Union*, San Diego Superior Court case number 37-2019-00024579-CU-OE-CTL, *Rosales v. All Day USA Operations, LLC*, San Mateo Superior Court case number 23-CIV-02945, *Gonzalez v. Spec Personnel*, Santa Clara Superior Court case number 23CV426656, and *Drasher v. Advanced Building Maintenance*, Sacramento County Superior Court case number 23CV008372.

1 25. Based on the above and the arguments in the motion, I strongly believe the settlement is
2 fair, reasonable, and adequate, and I respectfully request the court to grant the motion.

3 26. Also, I am uploading this declaration containing the settlement agreement to the LWDA
4 website at the same time as filing the motion.

5
6 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
7 and correct.

8 Date: April 1, 2025

/s/ Adam Rose

Exhibit A

SETTLEMENT AGREEMENT

Eric Demetreous Hill v. Riserfit CA, LLC and KIW CP, LLC
Los Angeles Superior Court, Case No. 24STCV09523

Subject to approval by the Court, this Settlement Agreement is between Eric Demetreous Hill ("Plaintiff"), on behalf of himself, all other all non-exempt employees in California who were employed by Defendants Riserfit CA, LLC and KIW CP, LLC ("Defendants"). Plaintiff and Defendants collectively are referred to in this Agreement as the "Parties."

I. **DEFINITIONS**

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit brought by Plaintiff on behalf of himself and Aggrieved Employees in the Los Angeles Superior Court on April 16, 2024, entitled *Eric Demetreous Hill v. Riserfit CA, LLC, et al.* (Case No. 24STCV09523).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed six thousand dollars (**\$6,000**). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- C. **Aggrieved Employees**: All current and former non-exempt employees who worked for Defendants in California anytime during the period of February 6, 2023 through January 28, 2025.
- D. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."
- E. **Attorney Fee Award**: The amount, not to exceed one-third of the Gross PAGA Settlement Amount, currently thirty-three thousand, three hundred thirty-three dollars and thirty-three cents (**\$33,333.33**), finally approved by the Court and awarded to Plaintiff's Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.
- F. **Cost Award**: The amount that the Court orders Defendant to pay Plaintiff's Counsel for payment of actual litigation costs, which shall not exceed seven thousand dollars and zero cents (**\$7,000.00**). The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested,

any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- G. **Counsel for Defendants:** Jason Coberly of Soden Steinberger.
- H. **Defendants:** Riserfit CA, LLC and K LW CP, LLC.
- I. **Disbursement of the Settlement:** The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- J. **Effective Date:** The date on which the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered an order and judgment granting Approval of the Settlement.
- K. **Funding of Settlement:** The Gross Settlement Amount will be wired by Defendants to the settlement administrator within fifteen (15) business days after the Effective Date.
- L. **Final Judgment:** The final order entered by the Court approving this settlement.
- M. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary one hundred thousand dollars and zero cents (**\$100,000.00**). This is the maximum amount Defendant can be required to pay under this Settlement Agreement. The Gross Settlement Amount includes: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) any enhancement award to Plaintiff (4) the Administration Costs, as approved by the Court; (5) employer side payroll taxes (if applicable); and (6) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- N. **Individual Payment(s):** The amount payable to each Aggrieved Employee under the terms of this Agreement.
- O. **LWDA:** California Labor and Workforce Development Agency.
- P. **LWDA Payment:** Seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the LWDA.
- Q. **Net Settlement Amount or NSA:** The total amount of money available for payout to Aggrieved Employees, which is the GSA less the payment to the LWDA, Attorney Fee Award, Cost Award, any enhancement award to Plaintiff, if applicable, and Administration Costs.

- R. **PAGA**: The Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698 et seq.).
- S. **PAGA Notice of Settlement**: The Notice of PAGA Settlement, subject to Court approval, which will accompany each Individual Payment check.
- T. **PAGA Period**: February 6, 2023, through January 28, 2025.
- U. **PAGA Representative or Plaintiff**: Eric Demetreous Hill.
- V. **Plaintiff's Counsel**: Adam Rose and Manny Starr of Frontier Law Center.
- W. **Qualified Settlement Fund or QSF**: The Parties agree that the Gross Settlement Amount is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- X. **Released Claims**: Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Parties for all penalties under the California Private Attorneys’ General Act (Labor Code section 2698, *et seq.*) that were or could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s operative Complaint, and Plaintiff’s pre-filing letter to the LWDA on February 6, 2024. Aggrieved Employees retain their rights to pursue claims for wages, statutory penalties and any other damages.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employee to bring the Released PAGA Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from February 6, 2023 through January 28, 2025.

- Y. Released Parties:** Defendants and their respective past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors, employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, legal representatives, representatives, and independent contractors, as well as their related entities.
- Z. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.
- AA. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Class Action Settlement Administration Solutions (“Settlement Administrator”).
- BB. Superior Court:** Los Angeles Superior Court.

II. RECITALS

- A.** Plaintiff Eric D. Hill sent a Notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on February 6, 2024. In the letter, Plaintiff apprised the LWDA of wage and hour claims against Defendants. Plaintiff’s notice alleged that Defendants violated the California Labor Code by failing to pay all straight time wages, failing to pay minimum wages, failing to pay all overtime wages, failing to provide lawful rest periods, failing to provide accurate itemized wage statements, failing to pay all wages owed at termination, and failure properly pay sick pay.
- B.** Plaintiff filed the operative PAGA Complaint (the “Complaint”) on April 16, 2024.
- C.** Defendants timely answered the Complaint.
- D.** The Parties agreed to attend mediation and conducted formal and informal discovery.
- E.** The Parties attended mediation with respected wage and hour mediator Jan Frankel Schau on January 28, 2025, and were able to reach a settlement for the full resolution of the Action.
- F. Benefits of Settlement to Aggrieved Employees.** Plaintiff and Plaintiff’s Counsel recognize the expense and length of continued proceedings necessary to continue

the litigation against Defendants through trial and through any possible appeals. Plaintiff and Plaintiff's Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff's Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.

- G. Defendants' Reasons for Settlement.** Defendants recognize that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- H. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and make no concessions or admissions of liability of any sort. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants.
- I. Plaintiff's Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Aggrieved Employees, or Plaintiff's Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiff, Aggrieved Employees, and Plaintiff's Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is one hundred thousand dollars and zero cents (\$100,000.00).

- B. Escalator Provision:** If the number of pay periods in the PAGA Period exceeds 6,390 by more than 10% (i.e., exceeds 7,029), the Gross Settlement Amount will increase pro rata per additional pay period in excess of 7,029 pay periods. However, if Defendant does not wish to pay the increase in the Gross Settlement Amount, they may instead end the PAGA Period applicable to the Released Claims on the date that the total number of pay periods reaches 7,029 pay periods, so that the escalator clause is not triggered.
- C. Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.
- 1. Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendants during the PAGA Period based on the Database provided by Defendants, divided by (ii) the total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.
 - 2. Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.
- D. Recipients of GSA Disbursement.** Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:
- 1. To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed one third (currently **\$33,333.33**) of the GSA and a Cost Award not to exceed **\$7,000.00**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Plaintiff's Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement

Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.

2. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **\$6,000.00**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
3. **To the LWDA.** The Settlement Administrator will pay the LWDA Payment seventy-five percent (75%) of the Net Settlement Amount to the LWDA.
4. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.
5. **Summary. The disbursements from the \$100,000 GSA are the following: 1) \$33,333.33 for attorney fees, 2) \$7,000 for costs, and 3) \$6,000 for administration expenses. This leaves a NSA of \$53,666.67 of which 75% (\$42,250) will go the LWDA and 25% (\$13,416.67) will be distributed to the Aggrieved Employees. With 476 Aggrieved Employees, the average payment is \$28.18.**

- E. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement

Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

F. Procedure for Approving Settlement.

1. Motion for Settlement Approval.

- a. Plaintiff will move for an order granting approval of the Settlement.
- b. At the same time that Plaintiff files the Motion for Settlement Approval, Plaintiff shall upload a copy of the Agreement to the LWDA.
- c. At the Settlement Approval hearing, the Plaintiff will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.
- d. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement.
- e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with

a Notice accompanying his or her Individual Payment check in accordance with the following procedure:

- a. **Database.** Within ten (10) days after the Effective Date, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee (“Database”). If any or all of this information is unavailable to Defendants, Defendants shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be based on Defendants’ payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendants and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
- b. **Funding the Settlement:** Defendants will wire the Gross Settlement Amount to the settlement administrator within fifteen (15) days after the Effective Date. As a condition precedent to when the 15 day period shall start to run, the Settlement Administrator must provide Defendants with valid instructions in writing for the wire transfer.
- c. **Settlement Administrator’s Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court’s Approval Order and Judgment. The Settlement Administrator shall keep Defendants’ Counsel and Plaintiff’s Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendants’ Counsel and Plaintiff’s Counsel.
- d. **Disbursement:** The Settlement Administrator will disburse the GSA within fifteen (15) calendar days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff’s Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; and (4) the LWDA Payment.

- e. **Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
- 3. **Waiver of Right to Appeal.** The Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
- 4. **No Appeal.** Plaintiff will not appeal the order approving the PAGA settlement.
- 5. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
 - a. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the Unclaimed Property Fund in the name of the Aggrieved Employee.

6. **Defendant's Legal Fees.** Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the GSA.

G. **Release of Claims.** Upon the Effective Date, as defined above, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Claims, as defined above, against the Released Parties. All Aggrieved Employees (including Plaintiff) shall release all claims pled or that could have been pled in the Complaint pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and in Plaintiff's PAGA Notice Letter during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections 558, 1197.1, 510, 1194, 226.7, 512, 226 and 203, or any others subject to release based on the PAGA letter. The release shall include all Released Parties.

H. **Miscellaneous Terms**

1. **No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest liability if the Settlement is not approved. Defendants deny they engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
2. **No Effect on Employee Benefits.** The Individual Payments paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

3. **Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendants' Counsel 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 under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
4. **Publicity and Confidentiality**

 - a. **Communication by Counsel:** Nothing will prevent Plaintiff's Counsel from responding to inquiries from Aggrieved Employees. For its part, Defendants agree that they shall refer any questions from Aggrieved Employees to the Settlement Administrator.
 - b. **No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Plaintiff's Counsel at any time.
 - c. **Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, Plaintiff's Counsel shall not discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiff.
 - d. **Disclosure by Plaintiff's Counsel Only for Adequacy Declarations:** Plaintiff's Counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.
5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are

inserted for convenience of reference only and do not constitute a part of this Agreement.

6. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.
7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
9. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.

13. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
14. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
15. **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.
16. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Integrated Agreement however shall not affect the separate settlement agreement and general release agreed to by the Parties for Plaintiff's individual claims (not representative claims) on or about August 5, 2024.
17. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Plaintiff:

Dated: 2/7/2025

DocuSigned by:

4345932ACAA20443
Eric Demetrius Hill

Riserfit CA, LLC

Dated: 02/05/2025

Eduardo Lombardi
By: Eduardo Lombardi (Feb 5, 2025 10:17 PST)
Its: **Director**
Riserfit CA, LLC

KLW CP, LLC

Dated: 02/05/2025

Eduardo Lombardi
By: Eduardo Lombardi (Feb 5, 2025 10:17 PST)
Its: **Director**
KLW CP, LLC

APPROVED AS TO FORM:

FRONTIER LAW CENTER

Dated: 2/7/2025

DocuSigned by:
Adam Rose
DEE039CC9C2A46B...
Adam Rose, Esq.
Manny Starr, Esq.
Attorneys for Plaintiff Jose Gonzalez

SODEN STEINBERGER

Dated: 2/11/2025

Jason Coberly
Jason Coberly, Esq.
Attorneys for Defendants Riserfit CA, LLC and
KLW CP, LLC

Exhibit B

Time, Fees and Expenses

for Eric Demetreous Hill - Employment Claim - K LW Fitness - Charge No.: LWDA-CM-1009567-24// Case Number: 01-24-0002-3766

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
4/1/2025		Finalize motion to approve settlement	Adam Rose	5.10	\$850.00	True	No	-	\$4,335.00
3/20/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
3/19/2025		1 email sent/reviewed regarding Eric Hill v. K LW Fitness - first check	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/27/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
2/27/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
2/25/2025		CMC	Adam Rose	1.70	\$850.00	True	No	-	\$1,445.00
2/25/2025		CMC attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
2/18/2025		Prepare initial draft of motion to approve settlement	Adam Rose	4.70	\$850.00	True	No	-	\$3,995.00
2/13/2025		Confirm settlement with AAA	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/7/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
2/5/2025		Review further edits to settlement agreement	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
2/4/2025		Edit settlement agreements	Adam Rose	1.80	\$850.00	True	No	-	\$1,530.00
1/31/2025		Prepare drafts of settlement agreements	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
1/29/2025		Mediation notes - 1.28.25 edited	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
1/28/2025		Participate in mediation	Adam Rose	7.50	\$850.00	True	No	-	\$6,375.00
1/28/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/28/2025		Phone Call From: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/28/2025		Phone Call From: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00

1/28/2025		MEDIATION attended	Adam Rose	8.00	\$850.00	True	No	-	\$6,800.00
1/28/2025		Hill, Eric - Paystubs 7 16 23 thru 11 7 23 reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/28/2025		MEDIATION attended	Manny Starr	8.00	\$750.00	True	No	-	\$6,000.00
1/28/2025		1 email sent/reviewed regarding Hill v. Riserfit CA - informal data requests for mediation	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/28/2025		Hill, Eric - Sales Commission Breakdown reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/28/2025		Wage Statements combined created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/28/2025		Hill, Eric - Paystubs 7 16 23 thru 11 7 23 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/28/2025		Mediation notes - 1.28.25 created, then edited	Manny Starr	1.00	\$750.00	True	No	-	\$750.00
1/28/2025		2 emails sent/reviewed regarding Hill v. KLW Fitness - PAGA admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/28/2025		Hill E Mailed Supplemental PAGA Notice 3 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/24/2025		Mediation letter statement	Adam Rose	3.50	\$850.00	True	No	-	\$2,975.00
1/20/2025		Review response to data requests	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
1/17/2025		Deposition of client, and prepare	Adam Rose	7.10	\$850.00	True	No	-	\$6,035.00
1/17/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/17/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/17/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/17/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/17/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/17/2025		Phone Call From: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/17/2025		Deposition of Eric Hill (Via ZOOM) attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
1/16/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
1/16/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/14/2025		Phone Call From: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00

1/14/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
1/14/2025		Eric Demetreous Hill - Earnings statement reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
1/14/2025		Memo reviewed - Case analysis	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/14/2025		Hill E Mailed Supplemental PAGA Notice 3 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/10/2025		Prepare mediation data requests	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
1/10/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/6/2025		Finalize further discovery responses	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
1/6/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/6/2025		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/31/2024		Work on further discovery responses	Adam Rose	4.70	\$850.00	True	No	-	\$3,995.00
12/24/2024		Review meet and confer email - work on amended discovery responses	Adam Rose	4.30	\$850.00	True	No	-	\$3,655.00
12/24/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/20/2024		Review next set of emails from client	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
12/6/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/6/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
12/3/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
11/27/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/27/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
11/8/2024		SI Responses Hill to Riserfit CA Set One - Signed reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/8/2024		01 Riser Fitness CA Employee Roster created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/7/2024		Confirm mediation date	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
11/6/2024		Confirm mediator selection	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/23/2024		Follow up re: mediation	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
10/18/2024		Continue working on discovery responses	Adam Rose	6.50	\$850.00	True	No	-	\$5,525.00

10/18/2024		Begin working on discovery responses	Adam Rose	3.20	\$850.00	True	No	-	\$2,720.00
10/18/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	1.00	\$850.00	True	No	-	\$850.00
10/18/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
10/18/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
10/18/2024		Eric Hill Time Cards reviewed	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
10/17/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
10/16/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
9/30/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
9/10/2024		CMC (Dept 57) attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
9/5/2024		Review incoming discovery	Adam Rose	3.30	\$850.00	True	No	-	\$2,805.00
8/28/2024		Review case management statement	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
8/26/2024		Review next set of emails from client re: working conditions	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
8/24/2024		Review correspondence from client re: case facts	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
8/19/2024		Prepare specification of claims	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
8/19/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/19/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/19/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/19/2024		2023 01_49pm PST - A2_ Onboarding Intake reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/19/2024		klw-fitness-paystubs-eric-hill reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/13/2024		Finalize draft of scheduling order	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
8/7/2024		Call with defense to complete scheduling order	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
8/1/2024		Review draft of scheduling order	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
7/29/2024		Prepare initial disclosures	Adam Rose	3.20	\$850.00	True	No	-	\$2,720.00
7/29/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00

7/29/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
7/29/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/25/2024		Review first set of documents/emails from client	Adam Rose	2.70	\$850.00	True	No	-	\$2,295.00
7/25/2024		Arbitration scheduling conference (second)	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
7/25/2024		Arbitration Management Conference Call attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
7/23/2024		Phone Call From: Eric Demetreous Hill	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
7/23/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/19/2024		Review initial disclosures	Adam Rose	2.80	\$850.00	True	No	-	\$2,380.00
7/15/2024		Confirm second arbitration scheduling conference	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
7/10/2024		Initial review of discovery responses	Adam Rose	3.90	\$850.00	True	No	-	\$3,315.00
7/10/2024		Reset arbitration scheduling conference	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
7/9/2024		Arbitration scheduling conference (first)	Adam Rose	0.90	\$850.00	True	No	-	\$765.00
7/8/2024		Review hearing reminder	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
7/1/2024		Confirm scheduling call with arbitrator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
6/18/2024		Confirm scheduling call with arbitrator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
6/18/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
6/18/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.40	\$800.00	True	No	-	\$320.00
5/30/2024		Confirm arbitrator assignment	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
5/24/2024		Review answer to complaint	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
5/20/2024		Prepare drafts of PAGA discovery	Adam Rose	5.10	\$850.00	True	No	-	\$4,335.00
5/20/2024		Prepare amended PAGA notice	Adam Rose	1.40	\$850.00	True	No	-	\$1,190.00
5/20/2024		Upload complaint to LWDA website	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
5/14/2024		Locate address to serve	Adam Rose	0.50	\$850.00	True	No	-	\$425.00

5/14/2024		Analysis 11.22.2023 Eric Demetreous Hill v, K LW CP, LLC. Db a Riserfot CA, LLC reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
5/14/2024		Wage statements Eric Demetreous Hill v, K LW CP, LLC. Db a Riserfot CA, LLC. reviewed	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
5/3/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
5/3/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
5/2/2024		Call with defense re: case status	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
4/30/2024		Schedule call with new defense attorney	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
4/25/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
4/24/2024		Review introductory email from new defense attorney	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
4/23/2024		Send complaint out for service	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
4/23/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/23/2024		Phone Call From: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/21/2024		Prepare arbitrator strike list	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
4/18/2024		Review list of possible arbitrators	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
4/16/2024		Prepare and file complaint	Adam Rose	5.10	\$850.00	True	No	-	\$4,335.00
4/16/2024		Confirm new attorney representing Club Pilates	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
4/16/2024		Hill, Eric - Paystubs 7 16 23 thru 11 7 23 reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/16/2024		Alternate Dispute Resolution Packet (12) created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/16/2024		Hill, Eric - Sales Commission Breakdown reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/16/2024		Summons on Complaint (28) created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/16/2024		Complaint - 2024-04-16T154620.118 created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/11/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
3/28/2024		Phone Call From: Eric Demetreous Hill	Adam Rose	0.30	\$800.00	True	No	-	\$240.00
3/28/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00

3/28/2024		Eric Hill Time Cards reviewed	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
3/28/2024		Hill, Eric - Paystubs 7 16 23 thru 11 7 23 reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/28/2024		Wage statements Eric Demetreous Hill v, K LW CP, LLC. Dba Riserfot CA, LLC. reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/28/2024		Analysis 11.22.2023 Eric Demetreous Hill v, K LW CP, LLC. Dba Riserfot CA, LLC reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/28/2024		Discuss case, strategy, talk with opposing counsel	Manny Starr	1.00	\$650.00	True	No	-	\$650.00
2/26/2024		Prepare demand for arbitration	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
2/26/2024		Obtain right to sue letter	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
2/26/2024		original - Arbitration agreement reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/26/2024		2024.2.26.Hill _ K LW CP, LLC et al..CMT-00157 Right.to.Sue.Package created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/23/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
2/19/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.40	\$800.00	True	No	-	\$320.00
2/16/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/6/2024		Prepare and upload PAGA letter	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
2/6/2024		Send authorization form - then review personnel file	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
2/6/2024		Follow up with defense re: personnel file	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
2/6/2024		Phone Call To: Eric Demetreous Hill	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
2/6/2024		Analysis 11.22.2023 Eric Demetreous Hill v, K LW CP, LLC. Dba Riserfot CA, LLC reviewed	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
2/6/2024		Wage statements Eric Demetreous Hill v, K LW CP, LLC. Dba Riserfot CA, LLC. reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/18/2024		Memo edited - Case analysis	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
1/10/2024		Introductory call with client, and then contact defense re: records	Adam Rose	2.40	\$850.00	True	No	-	\$2,040.00
1/10/2024		2 emails sent/reviewed regarding Eric Hill - Employment at Riser Fitness	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
1/9/2024		Memo created, then edited - Case analysis	Manny Starr	0.10	\$650.00	True	No	-	\$65.00

1/9/2024		Analysis 11.22.2023 Eric Demetreous Hill v, KLOW CP, LLC. Dba Riserfot CA, LLC reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
12/4/2023	001	Initial case review and evaluation	Manny Starr	0.00	\$550.00	True	No	-	\$550.00
11/30/2023		Initial review of case/facts	Adam Rose	2.70	\$850.00	True	No	-	\$2,295.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$134,550.00				
Total				159.70	\$134,550.00				

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
12/4/2023		RR Mail Fee	Taylor McCarthy	1	\$8.53	True	No	-	\$8.53
2/6/2024		LWDA-CM-1009567-24 ORD-000269981	Mary Mars	1	\$75.00	True	No	-	\$75.00
2/7/2024		PAGA MAIL FEE	Taylor McCarthy	2	\$8.69	True	No	-	\$17.38
4/22/2024		One Legal Credit Card Sale_05920789	Taylor McCarthy	1	\$467.55	True	No	-	\$467.55
4/22/2024		One Legal Credit Card Sale_05920730	Taylor McCarthy	1	\$19.71	True	No	-	\$19.71
4/26/2024		One Legal Credit Card Sale_05947009	Rosemary Flores	1	\$19.71	True	No	-	\$19.71
5/8/2024		Invoice #UTL-2024016243 service to Riserfit CA	Rosemary Flores	1	\$68.00	True	No	-	\$68.00
5/14/2024		Service of process to KLOW CP	Adam Rose	1	\$68.00	True	No	-	\$68.00
5/20/2024		Certified PAGA Mail Fee	Rosemary Flores	3	\$8.69	True	No	-	\$26.07
5/23/2024		Second service of process to KLOW CP	Adam Rose	1	\$68.00	True	No	-	\$68.00
5/28/2024		United Legal Invoice No. UTL-2024019415	Rosemary Flores	1	\$68.00	True	No	-	\$68.00
9/9/2024		One Legal Credit Card Sale_06328275	Taylor McCarthy	1	\$19.71	True	No	-	\$19.71

12/12/2024		ADR Services Mediation	Kirsten Starr	1	\$5,925.00	True	No	-	\$5,925.00
2/14/2025		One Legal Credit Card Sale_06803708	Taylor McCarthy	1	\$23.44	True	No	-	\$23.44
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$6,874.10
Total									\$6,874.10

Exhibit C



Adam Rose | Attorney

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February 6, 2024

Via Online Filing

<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Via Certified Mail

RiserFit CA, LLC
440 N. Barranca Ave., #2797
Covina, CA 91723

KLW CP, LLC
2797 Maricopa St.
Torrance, CA 90503

Subject: *Eric Hill v. Riserfit CA, LLC and KLW CP, LLC*

Dear Representative:

This office represents Eric Hill ("Plaintiff") in connection with Labor Code violation claims related to employment with RiserFit CA, LLC and KLW CP, LLC ("Employers").

During employment with Employers, Plaintiff was subjected to at least one of the violations stated below. Therefore Plaintiff intends to seek PAGA penalties on behalf of himself and all other non-exempt aggrieved employees who were subjected to any violations during the PAGA period which begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA period extends beyond the date of this letter.

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Off the Clock Work

Employer failed to pay Plaintiff and the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock. Plaintiff and the Aggrieved Employees were contacted off the clock but not paid for that time.

Applicable Civil Penalties

Employers are subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Overtime Paid at the Wrong Regular Rate

Overtime must be paid based off an employee's regular rate of pay. Here, Employer failed to incorporate all remunerations, including bonuses, into the calculation of the regular rate of pay.

Specifically, the Plaintiff and the Aggrieved Employees received commissions which were not factored into the regular rate. This resulted in the underpayment of overtime.

Applicable Civil Penalties

As a result of the above overtime violations, Employers are subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

On Premises Rest Breaks

An employer generally may not place restrictions on its employees during their rest breaks, such as requiring its employees to remain on the premises and subject to the employer's control. In fact, the Division of Labor Standards and Enforcement provided the following guidance on its website:

Q. Can my employer require that I stay on the work premises during my rest period?

A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself. In *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement "obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (citation omitted) As a practical matter, however, if an employee is provided a ten minute rest period, the employee can only travel five minutes from a work post before heading back to return in time.

Here, since Plaintiff and the Aggrieved Employees were not allowed to leave the work premises during their rest breaks, they were subject to Employer's control during the rest breaks. Thus, the Aggrieved Employees were not provided with compliant rest breaks.

Applicable Civil Penalties

As a result of the above rest break violations, Employers are subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which includes, among other things, gross and net wages earned / total hours worked / the number of piece-rate units earned and any applicable piece rate / all deductions / the inclusive dates of the period for which the employee is paid / the name of the employee and only the last four digits of his or her social security number or an employee identification number / the name and address of the legal entity that is the employer / all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employers intentionally did not provide wage statements which accurately reflected this information since the overtime rates were incorrect and premium pay was not listed for noncompliant breaks.

Applicable Civil Penalties

As a result of the wage statement violations detailed above, Employers are subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay Plaintiff and the Aggrieved Employees all wages owed during their employment, they were also not paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

Applicable Civil Penalties

Employers are subject to the civil penalties listed in Labor Code section 2699.

Sick Pay Violation

Labor Code section 246 requires that employers pay sick pay at an employee's regular rate of pay. The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses.

Plaintiff and Aggrieved Employees received commissions, however, this pay was not included in the calculation of their sick pay in violation of Labor Code section 246.

Applicable Civil Penalties

Employers are subject to the civil penalties listed in Labor Code section 2699.

Sincerely,

Adam Rose