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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TIANA GONZALES, individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons; ADAN GALAVIZ, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

SO CAL SANTA FE LLC, a Delaware limited
liability company; SO CAL GYMS LLC, a
Delaware limited liability company; SO CAL
COMPTON LLC, a California
Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV12882

*[Assigned for All Purposes to the Honorable
Bruce G. Iwasaki, Dept. 14]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Preliminary Approval Hearing:

Date: May 4, 2027

Time: 10:00 a.m.

Dept.: 11

Action Filed: May 22, 2024

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Tiana Gonzales and Adan Galaviz (“Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On May 22, 2024, Plaintiff Gonzales filed this putative class action against Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; (8) failure to produce requested employment records; and (9) unfair business practices (“Gonzales Class Action”).

4. On March 29, 2024, Plaintiff provided written notice to the LWDA and Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff’s March 29, 2024 letter to Defendants and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that it intended to investigate within 65 days of this written notice. Therefore, on June 7, 2024, Plaintiff Gonzales filed a separate action in the Superior Court of California, County of Los Angeles, for civil penalties under PAGA, Case No. 24NWCV01802 (the “Gonzales PAGA Action”).

5. On October 28, 2024, Plaintiff Galaviz filed a putative class action against Defendant So Cal Compton LLC alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide

1 accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8)
2 unfair business practices (“Galaviz Class Action”).

3 6. On April 4, 2025, Plaintiff Galaviz provided written notice to the LWDA and
4 Defendant So Cal Compton LLC of the specific provisions of the Labor Code alleged to have been
5 violated, including the facts and theories in support. A true and correct copy of Plaintiff Galaviz’s
6 April 4, 2025 letter to Defendant and the LWDA is attached hereto as **Exhibit 2**. The LWDA did
7 not notify Plaintiff Galaviz that it intended to investigate within 65 days of this written notice.
8 Therefore, on June 9, 2025, Plaintiff Galaviz filed a separate action in the Superior Court of
9 California, County of Los Angeles, for civil penalties under PAGA, Case No. 25STCV16685 (the
10 “Galaviz PAGA Action”).

11 7. On April 29, 2026, Plaintiff Gonzales filed a First Amended Complaint in this Class
12 Action adding a cause of action for civil penalties under PAGA and adding Plaintiff Galaviz and
13 Defendant So Cal Compton, LLC as parties, effectively consolidating the Gonzales Class Action,
14 the Galaviz Class Action, the Gonzales PAGA Action, and the Galaviz PAGA Action.

15 8. On September 23, 2025, the Parties subsequently participated in a private full-day
16 mediation with Brandon Coen, Esq. The negotiations were adversarial, conducted at arm’s length,
17 and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a
18 proposal, which was accepted by the Parties.

19 9. The parties negotiated the terms of the Settlement over the next several months, which
20 was finalized in May 2026. A true and correct copy of the Parties’ fully executed Class Action and
21 PAGA Settlement Agreement is attached hereto as **Exhibit 3**. Attached thereto as **Exhibit A** is a true
22 and correct copy of the Parties’ proposed Class Notice.

23 10. On August 31, 2026, Plaintiffs submitted a copy of the Settlement Agreement to the
24 LWDA. A true and correct copy of the confirmation of submission my office received after
25 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 4**.

26 Investigation and Exposure Analysis

27 11. Prior to attending mediation, Plaintiffs’ Counsel thoroughly investigated the claims,
28 applicable law, and potential defenses. Plaintiffs’ Counsel assessed the value to the class claims using

1 the data and documents that Defendants produced in informal discovery, including the number of
2 Class Members, the number of workweeks in the Class Period, the number of pay periods in the
3 PAGA Period, Plaintiffs' personnel file/documents concerning Plaintiffs, Defendants' employee
4 handbook(s), Defendants' written wage-and-hour policies, job descriptions, and a random sampling
5 of time and payroll records. Plaintiffs' Counsel engaged an expert consultant to quantify the potential
6 exposure using the time and payroll records, and then assessed the risks associated with each claim
7 meriting reductions in the likely success at class certification and likely recovery at trial.

8 12. Defendants' records show that there are approximately 63 Class Members, making
9 joinder of all Class Members impracticable. Further, given the size and amount of each Class
10 Member's claim, Class Members have little incentive to litigate their claims on an individual basis
11 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
12 outweigh any potential recovery.

13 13. Plaintiffs have alleged that Defendants maintained common employment policies
14 and/or practices that unlawfully deprived Class Members of wages, meal periods, rest periods,
15 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
16 separation of employment. These allegations present common factual and legal questions of, *inter*
17 *alia*, whether Defendants applied the same scheduling, timekeeping, pay, meal period, rest period,
18 and reimbursement policies to all Class Members, whether these policies and practices resulted in
19 Labor Code violations, whether Defendants' conduct was intentional, and whether Class Members
20 are entitled to damages and/or penalties. These common questions could be resolved using Class
21 Members' time records, payroll records, testimony from Defendants' designated representative(s),
22 and Class Members' testimony.

23 14. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks
24 at succeeding at class certification and through trial affected the valuation of the claims for settlement
25 purposes.

26 15. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage
27 claims were based on the allegation that Defendants required Class Members to perform work
28 duties while off the clock, without compensation. For example, Plaintiffs alleged that Defendants

1 required them and other Class Members to perform work during uncompensated meal periods and
2 to perform work-related tasks before clocking in and/or after clocking out, including answering
3 questions from gym members. For purposes of calculating Defendants' liability based on a best-
4 case scenario for Plaintiffs and the Class, Plaintiffs' Counsel assumed that all unpaid worktime
5 should have been paid at the overtime rate of pay and conservatively estimated that Defendants are
6 liable for one (1) hour of unpaid worktime per workweek. This results in potential exposure for
7 this claim of approximately \$58,364.79 (2,374 workweeks $\times$ \$16.39 average hourly rate of pay $\times$
8 1 hour/workweek $\times$ 1.5 overtime rate). Because this claim would have relied heavily on Class
9 Member testimony and would not be evidenced in Defendants' time and payroll records, the risk
10 of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel
11 applied a risk discount based on a 60% chance of succeeding at class certification and a 60% chance
12 of succeeding at trial on the merits, yielding a realistic damage estimate of approximately
13 \$21,011.32 (\$58,364.79 $\times$ 60% $\times$ 60%).

14 16. Meal Periods: Plaintiffs' meal period claim was based on the allegation that
15 Defendants failed to provide Class Members with legally compliant meal periods or pay meal
16 period premiums in lieu thereof. For example, Plaintiffs alleged that Defendants required them and
17 other Class Members to work through meal periods due to work demands and staffing
18 requirements. Additionally, Plaintiffs' Counsel's expert consultant determined there was a 35.8%
19 meal period violation rate from the sampling of Defendants' time and payroll records, where meal
20 periods were short, late, or missed (and a 35.4% violation rate for shifts over six hours). Therefore,
21 potential liability for the meal period claim is approximately \$46,905.75 (7,994 shifts over 5 hours
22 $\times$ \$16.39 average hourly rate $\times$ 35.8% violation rate). After taking into account the difficulty of
23 certifying and proving meal period claims, as well as Defendants' contention that the claim lacks
24 merit and that the observed violation rate does not establish that Class Members were unlawfully
25 denied compliant meal periods, Plaintiffs' Counsel discounted this figure based on a 70% chance
26 of succeeding at class certification and a 60% chance of succeeding at trial, yielding a realistic
27 damage estimate of approximately \$19,700.42 (\$46,905.75 $\times$ 70% $\times$ 60%).
28

1 17. Rest Periods: Plaintiffs' rest period claim was based on the allegation that
2 Defendants failed to provide Class Members with legally compliant rest periods or pay rest period
3 premiums in lieu thereof. For example, Plaintiffs alleged that Defendants required them and other
4 Class Members to work through rest periods due to work demands and staffing requirements.
5 Based on Plaintiffs' allegations and Plaintiffs' and other Class Members' experience working for
6 Defendants, Plaintiffs' Counsel applied a 50.6% violation rate to all qualifying shifts during the
7 Class Period. Therefore, Defendants' potential liability for the rest period claim is approximately
8 \$68,801.55 (8,296 shifts of 3.5 hours or longer $\times$ \$16.39 average hourly rate $\times$ 50.6% violation
9 rate). However, Plaintiffs' Counsel discounted this figure to account for the difficulty of certifying
10 and proving rest period claims, particularly because rest periods do not have to be recorded, and to
11 account for the possibility of Class Members voluntarily choosing to forego a rest period. Because
12 this claim would have relied heavily on Class Member testimony, Plaintiffs' Counsel discounted
13 this claim based on a 50% chance of succeeding at class certification and a 40% chance of
14 succeeding at trial, yielding a realistic damage estimate of approximately \$13,760.31 (\$68,801.55
15 $\times$ 50% $\times$ 40%).

16 18. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that
17 Defendants failed to indemnify Class Members for expenses incurred as a direct result of
18 performing their job duties for Defendants, such as mandatory use of personal cell phones for work
19 purposes. For purposes of calculating Defendants' liability based on a best-case scenario for
20 Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendants were liable to each Class
21 Member for \$7.50 per workweek in unreimbursed expenses, for a total amount of approximately
22 \$17,805.00 (\$7.50 $\times$ 2,374 workweeks). However, Defendants argued that these expenses were not
23 required by Defendants, and that Defendants could not have known that these expenses were being
24 incurred. Accordingly, Plaintiffs' Counsel discounted this claim based on a 50% chance of
25 succeeding at class certification and a 50% chance of succeeding at trial, yielding a realistic
26 damage estimate of approximately \$4,451.25 (\$17,805.00 $\times$ 50% $\times$ 50%).

27 19. In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-
28 the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is

1 approximately \$174,072.09. However, after factoring in the risk and uncertainty of prevailing at
2 certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for
3 these off-the-clock, meal period, and rest period claims is approximately \$54,472.05.

4 20. Derivative Penalties: Plaintiffs alleged that as a result of Defendants' failure to pay
5 all wages owed, Defendants owed waiting time penalties and wage statement penalties. With
6 respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that
7 Defendants' maximum potential liability is approximately \$172,166.85. Defendants' maximum
8 potential liability for waiting time penalties is approximately \$64,166.85, based on approximately
9 18 formerly employed Class Members during the three-year statute of limitations period, an
10 average hourly rate of \$16.39, an average shift length of 7.5 hours, and the alleged unpaid overtime.
11 Defendants' maximum potential liability for inaccurate wage statements is approximately
12 \$108,000.00 ([48 employees x 1 initial violation/employee x \$50 for an initial violation] + [(1,104
13 pay periods - 48 initial violations) x \$100 for each subsequent violation]), based on approximately
14 48 estimated Class Members who worked during the one-year statute of limitations period and
15 approximately 1,104 estimated pay periods in that statutory timeframe. Plaintiffs' Counsel used
16 the Gonzales PAGA data as a reasonable proxy for estimating the number of Class Members and
17 pay periods falling within the applicable one-year period. In light of the foregoing, Plaintiffs'
18 Counsel believes that it would be unrealistic to expect the Court to award the full \$172,166.85 in
19 statutory penalties given Defendants' defenses, the contested nature of Plaintiffs' claims, the
20 challenges of establishing willfulness as applicable, and the discretionary nature of penalties.
21 Considering that the underlying wage claims are realistically estimated to be approximately
22 \$54,472.05, such a disproportionate award would also raise due process concerns. As such,
23 Plaintiffs' Counsel discounted these figures to account for the risk and uncertainty of obtaining
24 class certification and prevailing at trial, resulting in a realistic evaluation of approximately
25 \$12,833.37 for waiting time penalty claims (\$64,166.85 x 50% x 40%), and approximately
26 \$21,600.00 for wage statement penalty claims (\$108,000.00 x 50% x 40%), or approximately
27 \$34,433.37 total for statutory penalties.
28

21. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants' potential exposure could potentially reach \$173,300.00, assuming the initial \$100 penalty would apply for each of the 1,733 pay periods in the PAGA Period. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. As such, Plaintiffs' Counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$51,990.00 for PAGA penalties ($\$173,300.00 \times 30\%$). The settlement allocates \$7,000.00 of the Gross Settlement Amount to PAGA; therefore, the PAGA allocation amounts to 5% of the \$140,000.00 Gross Settlement Amount and approximately 13.5% of the realistic maximum damages for PAGA penalties ($\$7,000.00 / \$51,990.00$).

22. Using these estimated figures, Plaintiffs' Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$145,346.67. This means that the \$140,000.00 Gross Settlement Amount represents approximately 96% of the realistic maximum recovery ($\$140,000.00 / \$145,346.67$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

23. Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be \$72,000.00 for approximately 63 Class Members. As a result, each Settlement Class Member would be eligible to receive an average net benefit of approximately \$1,142.86. Based on the estimated Net Settlement Amount available for individual class payments and there being approximately 2,374 workweeks in the Class Period, the estimated weekly valuation for Individual Class Payments is approximately \$30.33 per workweek ($\$72,000.00 / 2,374$ workweeks).

Plaintiffs' Counsel's Qualifications

24. Plaintiffs are represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

1 25. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
2 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
3 employees. WLF is actively and continuously practicing in employment litigation, representing
4 employees in both individual and class actions in both state and federal courts throughout California.

5 26. WLF is qualified to handle this Litigation because its attorneys are experienced in
6 litigating Labor Code violations in individual, class action, and representative action cases. WLF
7 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
8 class actions involving consumer rights and data privacy litigation.

9 27. I graduated from the University of California, Santa Barbara with High Honors in
10 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
11 School in 1996.

12 28. Upon graduating from law school in 1996, I worked for a boutique law firm practicing
13 general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my
14 practice has been exclusively focused on labor and employment matters including handling wage
15 and hour class, collective and representative actions (including the California Private Attorneys
16 General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP
17 (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice
18 Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and
19 Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group).
20 During my time at these law firms, I was the primary attorney or took a major leading role in
21 defending employers on numerous wage and hour class, collective and representative actions.

22 29. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law
23 Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class
24 and representative actions litigating such matters on behalf of plaintiff employees in numerous
25 Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have
26 successfully mediated the resolution of many wage and hour class, collective, and representative
27 actions. Just since starting to settle cases in late April 2023 I have already successfully mediated
28 matters in which I have been counsel or co-counsel resulting in **over \$280 million** in settlements and

1 verdicts which are in the process of being finalized, and with numerous upcoming mediations
2 scheduled. In those and numerous other matters, I have managed and assisted with the litigation and
3 settlement of many wage and hour PAGA and class actions. In those actions, I performed similar
4 tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed
5 in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores*
6 *v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
7 verdict).

8 30. I have received numerous awards for my legal work. For example, from 2015 to 2018,
9 I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have
10 also served on numerous prominent boards and in other leadership positions, including serving as
11 Southern California Regional President for the Hispanic National Bar Association and on the board
12 of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los
13 Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of
14 Los Angeles.

15 31. I have also published numerous blogs on labor and employment issues including on
16 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
17 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected
18 From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw
19 LLP). I have also been a presenter at numerous conferences, including being a presenter involving
20 the “Employment Law Update” at a National Employment Law Council conference.

21 32. Eugene Zinovyev is a Junior Partner at WLF. He graduated from the University of
22 California Berkeley with a Bachelor of Arts in Political Economy of Industrial Societies, and
23 received his Juris Doctor from the University of California, San Francisco School of Law in 2009.
24 He has practiced employment and wage and hour law since on both the plaintiff and defense sides.
25 Mr. Zinovyev has tried multiple jury cases to verdict as well as numerous bench trials. He has also
26 briefed published appellate court decisions in both state and federal court. Mr. Zinovyev is
27 admitted to practice before all Federal District Courts in California as well as the 9th Circuit Court
28 of Appeals. He is also a member of the California Employment Lawyers Association. He has

mediated and settled dozens of class and representative actions as well as individual civil matters.

33. John Brown is an Associate Attorney at WLF. He was admitted to practice law in the State of California in 2004. Mr. Brown graduated from UC Berkeley with a Bachelor of Arts and received his Juris Doctor from UCLA School of Law. His current practice has been focused on class action employment law. Mr. Brown has participated in dozens of settlements totaling tens of millions of dollars, from the memorandum of understanding and settlement agreement drafting stage through to final approvals from the court.

34. Gabriella Solé is an Associate Attorney at Wilshire Law Firm, PLC. She was admitted to practice law in the State of California in 2022. Ms. Solé graduated from University of California, Los Angeles with a Bachelor of Arts in Sociology. She received her Juris Doctor from University of San Francisco, School of Law. During law school, she was a First-Year Moot Court Director on the Moot Court Board. Since graduating, her practice has been mainly focused on wage and hour class action litigation.

35. Lucy H. Nguyen is a Settlement Attorney at WLF. She graduated from San Francisco State University with a Bachelor of Science degree in Business Management and earned her Juris Doctor from John F. Kennedy University, School of Law in 2011. Ms. Nguyen was admitted to practice law in the State of California in 2021. Prior to joining WLF, Ms. Nguyen practiced employment and family law litigation and handled a high-volume statewide docket involving wage-and-hour disputes and complex litigation matters. Since joining WLF, Ms. Nguyen has focused her practice on wage-and-hour class actions and representative actions under the California Private Attorneys General Act (“PAGA”), including drafting and negotiating class and PAGA settlements, approval motions, and related settlement documents. In this and other matters, Ms. Nguyen has performed work including analyzing exposure, drafting settlement agreements and approval papers, coordinating settlement administration issues, and assisting with class and PAGA settlement approval proceedings.

No Conflicts

36. WLF has no actual or potential conflicts of interest with Class Members or the proposed Administrator, ILYM Group, Inc.

37. WLF is not aware of any pending matter or action against Defendant that may be extinguished or adversely affected by this Settlement.

Administrator

38. Plaintiffs' Counsel sought bids from three (3) administrators to administer this Settlement. The Parties have agreed to use ILYM Group, Inc. ("ILYM") as the Settlement Administrator. ILYM provided a will-not-exceed bid of \$6,450.00 to administer the Settlement. A true and correct copy of ILYM's will-not-exceed bid is attached hereto as **Exhibit 5**.

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

Executed on August 31, 2026 at Los Angeles, California.


John G. Yslas

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Thiago Coelho, Esq.
Christina Le, Esq.

Jennifer Leinbach, Esq.
Jeffrey Bils, Esq.
Nathan Kingery, Esq.
Elizabeth Votra, Esq.
Benjamin Haber, Esq.
Ghazaleh Attaran, Esq.
Adam Sherman, Esq.
Jesenia Martinez, Esq.
Arrash Fattahi, Esq.
Jesse Chen, Esq.

March 29, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

So Cal Santa Fe LLC
125 E. Elm St., Ste. 300
Conshohocken, PA 19428
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5896 23

Joseph Bernatowicz
Agent for Service of Process
So Cal Santa Fe LLC
So Cal Gyms, LLC
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Los Angeles, CA 90066
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5896 16

So Cal Gyms LLC
125 E. Elm St., Ste. 300
Conshohocken, PA 19428
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6621 5896 30

Re: ***Tiana Gonzales v. So Cal Santa Fe LLC, et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Tiana Gonzales ("Ms. Gonzalez" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, So Cal Santa Fe LLC and So Cal Gyms, LLC ("Employers"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

Ms. Gonzalez wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for So Cal Santa Fe in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Ms. Gonzalez's Employment with Employers

So Cal Santa Fe is the local fitness club, Planet Fitness, in Santa Fe Springs. So Cal Gyms LLC is also a local fitness club operating several Planet Fitness locations in Los Angeles County and the state of California. Employee worked as an overnight team member. Employee's primary job

function was to handle all front desk related activities including answering the phone, registering and checking in gym members, and assisting in maintaining a clean gym. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. Employers failed to provide Employee and other Aggrieved Employees with the meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ms. Gonzalez is a resident of Norwalk, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2022 to approximately April 2023.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

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

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Employee and the Aggrieved Employees, or some of them, to work

“off-the-clock,” uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee’s regular rate of pay when paying overtime, by failing to include all compensation in Employee’s overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to “precisely capture time worked” means that “the employer must pay the employee for that worktime when due.” (*Id.* at 671.) As a result of Employers’ rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employers also did not inform Employee of Employee’s right to, nor permitted Employee to take, all of Employee’s second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for meal periods that were not provided.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However,

at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

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

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized

wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses, including but not limited to, unreimbursed mileage, use of a personal cell phone for work-related purposes, and for expenses incurred in separately laundering their own work uniforms. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request. Labor Code § 1198.5(a) also provides that every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employees' performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty (30) calendar days from the date the employer receives the written request, subject to some limited exceptions.

Labor Code § 432 provides that if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument upon request.

On information and belief, Employee and the Aggrieved Employees, or some of them, submitted written request(s) to Employers for their payroll records, timecards, and personnel records but did not timely receive them as required by the Labor Code. Specifically, Employee provided Employers with a records request via certified mail to Employer's Agent for Service of Process, but no records were timely produced.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 226(f), 1198.5(k), and 2699 for failing to timely produce the requested records.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them. Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7.

These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Violation of Wage Theft Protection Act of 2011

Based on information and belief, Employers failed at times, and continue at times to fail, to comply with the notice requirements of Labor Code section 2810.5 (i.e., the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and Aggrieved Employees, or some of them, with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employers, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employers under Labor Code section 2810.5.

Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employers to pay Aggrieved Employees, or some of them, at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, Aggrieved Employees, or some of them, may collect from Employers in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Violation of California Labor Code §§ 245-248.5

Throughout the relevant time period, Employers at times failed to provide proper paid sick leave to Employee and other Aggrieved Employees, or some of them. Employers either failed at times to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to Employee and other Aggrieved Employees, or some of them, by failing at times to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to unpaid meal periods that were restricted to Employers’ premises) and by failing at times to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, Employers further failed at times to provide notice of the correct sick leave amount balance available to Employee and other Aggrieved Employees, or some of them, on their wage statements or other written statement.

Based on information and belief, Employers at times failed to put Aggrieved Employees, or some of them, on notice of their paid sick leave rights, thereby failing at times to put their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, Employers at times failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the Aggrieved Employees, or some of them.

Based on information and belief, Employers at times failed to provide notice of sick leave amount balance left for Employee and other Aggrieved Employees, or some of them, thus affecting their intelligent exercise of their paid sick leave. But for this failure, Employee, and other Aggrieved Employees, or some of them, would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation. This illegal retention of paid sick leave is unlawful, and Employee seeks all forms of injunctive relief, restitution, and declaratory relief as

permitted by California law, on behalf of Employee and the Aggrieved Employees, or some of them.

In violation of Labor Code section 247.5, Employers at times failed to maintain records documenting the hours worked and paid sick days accrued and used by Employee and Aggrieved Employees, or some of them, permitting the presumption that Employee and these Aggrieved Employees, or some of them, were entitled to the maximum number of hours accruable under this article.

Upon information and belief, Employers at times further failed and continue at times to fail to comply with Labor Code section 246, by failing to provide Employee and Aggrieved Employees, or some of them, with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages. Employers at times unlawfully retained and continue at times to retain paid sick leave that should have been paid but was not, as a result of Employers' failure, at times, to properly institute a paid sick leave program.

On information and belief, Employee alleges that these practices at times were experienced and continue to be experienced at times by other Aggrieved Employees, or some of them. Employee requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Employers' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Employee and other Aggrieved Employees, or some of them, are entitled to injunctive relief, attorneys' fees, declaratory relief, restitution, and penalties as permitted by law. Employee requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave

Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, Employers at times violated Labor Code section 248.2 by not providing Aggrieved Employees, or some of them, with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment

Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

Employers at times violated and continue at times to violate Labor Code section 216 by failing to pay Employee and Aggrieved Employees, or some of them, for all hours worked at the proper wage rate and by failing to pay Employee and Aggrieved Employees, or some of them, an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject Employers to civil penalties under Labor Code section 225.5. Each violation results in a separate civil penalty, for each Aggrieved Employee (or some of them) so

affected, for each pay period (or some of them) during which the statute's provisions were violated.²

Seating Violations

Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, Employers at times failed to provide Aggrieved Employees, or some of them, with suitable seating, and when such employees, or some of them, were not engaged in duties which required them to stand, at times no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that Aggrieved Employees were working. Lastly, based on information and belief, Aggrieved Employees at times were not engaged in active duties of their employment, yet at times there were no suitable seats in reasonable proximity to the work area, and use of seats would not have interfered with the performance of their duties.

Employers' Aggrieved Employees worked in various positions. The nature of Employee's and other Aggrieved Employees' work, or some of them, reasonably permitted the use of seats. However, Employers at times failed to provide suitable seating in reasonable proximity to Aggrieved Employees' work areas, or some of them, in violation of section 14(A-B) of applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting Employers to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each Aggrieved Employee, or some of them, results in a separate civil penalty.³

² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Statutory Wage Violations

Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, Employers at times willfully and systematically denied Employee and other Aggrieved Employees, or some of them, of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. Employers at times acted with the intent to deprive some or all of them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, Employers at times paid Employee and other Aggrieved Employees, or some of them, lower wages than those to which they were entitled, while purporting that Employee and all Aggrieved Employees were properly paid. As such, Employee and Aggrieved Employees, or some of them, are entitled to recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, Employers at times had and continue at times to have a policy and/or practice of failing to allow Aggrieved Employees, or some of them, and Exempt Aggrieved Employees, or some of them, to use their earned vacation/paid time off during their employment and failing at times to pay all vested, accrued paid time off to Aggrieved Employees, or some of them, and/or Exempt Aggrieved Employees, or some of them, upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Failure to Timely Provide Temporary Workers with Owed Wages

On information and belief, Employers at times had and have failed to provide temporary workers, or some of them, with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employers would be liable for civil penalties pursuant to Labor Code sections 201.3.

Unlawful Agreements/ Unlawful Criminal History Inquiries

Unlawful Agreements

Labor Code section 432.5 provides that "no employer ... shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer ... to be prohibited by law." Based on information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful conditions of employment including but not limited to unlawful non-compete and/or non-solicitation agreements as well as unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA - CA Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, et seq.) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, Employers at times ordered unlawful financial credit checks on Aggrieved Employees and Exempt Aggrieved Employees, or some of them, in violation of Labor Code section 1024.5, and at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA. For example, based on information and belief, Employers required Employee to submit and/or agree to submit in writing to an unlawful background check as a condition of obtaining and/or holding employment in violation of, including but not limited to, Labor Code section 432.5.

Based on information and belief, Employers at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to a background check which failed to abide by the requirements set forth in California Civil Code section 1786, et seq. and 15 U.S.C. section 1681, et seq., including but not limited to by failing, at times, to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing at times to provide disclosures free of extraneous information, failing at times to provide a lawful purpose for the background check, failing at times to provide a summary of rights under the ICRAA and/or the FCRA, failing at times to provide a way by which the individual could request a copy of the report, failing at times to disclose the name, address, and telephone number of the third party preparing the report, and failing at times to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By at times requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, Employers violated Labor Code section 432.5.

Based on information and belief, Employers also at times required Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to provide ongoing consent to Employers to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by at times requiring applicants and employees, or some of them, to agree to an unlawful provision as a condition of employment.

Based on further information and belief, Employers knew that requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree at times in writing to unlawful provisions as a condition of employment, Employers violated Labor Code section 432.5.

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, Employers at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, Employers, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), at times asked Aggrieved Employees and Exempt Aggrieved Employees, or some of them, about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on their employment application in violation of California law.

By asking, at times, about arrests not resulting in convictions, Employers violated Labor Code section 432.7. By asking, at times, about convictions at the application phase or prior to extending an employment offer, Employers violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to disclose arrests and/or convictions as a condition of employment.

Unlawful PAGA Waiver

Additionally, Employers at times violated Labor Code section 432.5 by requiring Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to other unlawful agreements, including but not limited to an unlawful waiver of PAGA and or representative actions, as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. See *Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”).

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”).

Upon information and belief, Employers at times required Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By at times requiring Employee, Aggrieved

Employees and Exempt Aggrieved Employees, or some of them, to agree, in writing, to an unlawful PAGA waiver, Employers at times required written agreement to an unlawful provision as a condition of employment, which is a violation of labor code section 432.5.

As such, Employee, Aggrieved Employees and Exempt Aggrieved Employees, or some of them, continue to be subject at times to various unlawful provisions as a condition of employment.

Preventing Employees from Using or Disclosing Skills, Knowledge, and Experience

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from using or disclosing the skills, knowledge, and experience they obtained at Employers for purposes of competing with Employers, including, without limitation, preventing Employees, or some of them, from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employers and under what circumstances they might be receptive to an offer from a rival employer. As such, Employee is informed and believes, this violates Business and Professions Code sections 17200, 16600 and 16700 and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employers would be liable for civil penalties pursuant to Labor Code section 2699.

Whistleblower Violations

On information and belief, Employers at times have prevented Employee and/or other Aggrieved Employees, or some of them, from disclosing violations of state and federal law, either within Employers to their managers or outside Employers to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and thus in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices at times prevent Employee and/or other Aggrieved Employees, or some of them, from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 98.6, 232, and 232.5. These violations of the Labor Code would expose Employers to liability for civil penalties pursuant to Labor Code section 2699.

Workplace Health and Safety Violations

On information and belief, Employers at times have failed to furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. Employee is informed and believes, and based thereon alleges, that Employers at times have required or permitted employees, or some of them, to go or be in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. Employee is informed and believes, and based thereon alleges, that Employers at times have failed or neglected to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403.

Employee is informed and believes, and based thereon alleges, that these failures include, without limitation, at times failing to disinfect time clocks and other surfaces after use by Employee and/or other Aggrieved Employees, or some of them; at times failing to provide adequate protection

equipment to Employee and/or other Aggrieved Employees, or some of them; and at times failing to provide adequate distance in working conditions between Employee and/or other Aggrieved Employees, or some of them.

On information and belief, Employers violated section 1527, 3366, 3457 and 8397.4 by failing at times to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures;
9. Labor Code §§ 226, 432, and 1198.5 by failing at times to timely produce requested payroll records, timecards, and personnel records;
10. Labor Code § 1174 by failing at times to keep accurate and complete payroll records;
11. Labor Code §§ 245-248.5 by failing at times to provide proper sick leave and supplemental paid sick leave;
12. Labor Code § 216 for refusal at times to pay wages due and payable and/or denial at times of the validity of any claim to wages due;
13. Labor Code § 223 for at times secretly paying wages lower than required by statute while purporting to pay legal wages;
14. Labor Code § 227.3 for failure at times to pay vested vacation and/or paid time off;
15. Section 14(A-B) of all applicable IWC Wage Orders for failure at times to provide suitable seating;
16. Labor Code § 432.5 for unlawful agreements;
17. Labor Code § 201.3 for failure at times to timely provide temporary workers, or some of them, with wages;

LWDA

Notice of Labor Code Violations and PAGA

March 29, 2024

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18. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5 for at times preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations;
19. Labor Code § 432.7 for unlawful inquiries at times into criminal histories; and
20. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401 for workplace health and safety violations.

Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "John Yslas", is written over the printed name.

John G. Yslas, Esq.

EXHIBIT 2

WILSHIRE LAW FIRM, PLC

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April 4, 2025

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Attn. PAGA Administrator
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(Via Online Submission)

So Cal Compton LLC
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Conshohocken, PA 19428
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6637 9637 07

Joseph Bernatowicz
Agent for Service of Process
840 Apollo Street, Suite 100
Los Angeles, CA 90245
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6637 9636 91

Re: ***Adan Galaviz v. So Cal Compton LLC, et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Adan Galaviz ("Mr. Galaviz" or "Employee") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Employee's former employers, So Cal Compton LLC ("Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Employers engaged in with respect to Employee and potentially all of Employers' Aggrieved Employees.

Mr. Galaviz wishes to pursue this action on behalf of Employees as Aggrieved Employees, on behalf of the State of California, as well as on behalf of potentially all other persons who worked for So Cal Compton LLC in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Employee and the Aggrieved Employees, or some of them, suffered the Labor Code violations described below.

Mr. Galaviz's Employment with Employers

So Cal Compton is the local fitness club, Planet Fitness, in Compton, California. Employee worked as an overnight team member. Employee's primary job function was to handle all front desk related activities including answering the phone, registering and checking in gym members, and assisting in maintaining a clean gym. In performing Employee's duties, Employee was regularly required to perform work (off-the-clock), without compensation. Employee was also frequently deprived of an opportunity to take legally compliant meal and rest breaks due to the fact that Employee was the only one scheduled to work during his shift and no one is available to cover him for his meal and rest periods. Employers failed to provide Employee and other Aggrieved Employees with the

meal and rest break premiums as required by the Labor Code. Additionally, Employee necessarily incurred business-related expenses, but Employers failed to reimburse such business-related expenses, including but not limited to uniforms. These are just non-exhaustive examples of the facts and theories the Employee asserts, which are described in more detail below.

Employers own/owned and operate/operated an industry, business, and establishment within the State of California. As such and based upon all the facts and circumstances incident to Employers' business in California, Employers are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Mr. Galaviz is a resident of Huntington Park, California who worked for Employers in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately April 2024 to approximately October 2024.

During Employee's employment for Employers, Employers paid Employee an hourly wage and classified Employee as non-exempt from overtime. Employers typically scheduled Employee to work at least five days in a workweek and at least eight hours per day, but Employee also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Employee's employment, Employers failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Employee with legally compliant meal periods, failed to authorize and permit Employee to take rest periods, failed to timely pay all final wages to Employee when Employers terminated Employee's employment, failed to furnish accurate wage statements to Employee, failed to indemnify Employee for business expenditures, and failed to timely produce Employee's requested employment records. As discussed below, Employee's experience working for Employers was typical and illustrative.

Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

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

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Employers failed to pay Employee and the Aggrieved Employees, or some of them, for all hours worked, including minimum, straight time, and overtime wages. Employers at time required Employee and the Aggrieved Employees, or some of them, to work "off-the-clock," uncompensated, by, for example, requiring Employee and the Aggrieved Employees to perform work during uncompensated meal periods and rest periods, and requiring Employee and the Aggrieved Employees to perform work before clocking in and/or after clocking out. Specifically, Employee was frequently interrupted during his meal period and forced to work off the clock to attend to customers due to being the only employee staffed during his shift. Some

of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Employers failed to properly calculate Employee's regular rate of pay when paying overtime, by failing to include all compensation in Employee's overtime calculations. In failing to pay for all hours worked, Employers also failed to maintain accurate records of the hours Employee and the Aggrieved Employees, or some of them, worked.

Throughout the statutory period, Employers also engaged in a practice of improper rounding. Under *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, because Employers could and did track the exact time in minutes that Employee worked, they must pay for all time worked. When an employer uses an electronic timekeeping system to record time worked, this ability to "precisely capture time worked" means that "the employer must pay the employee for that worktime when due." (*Id.* at 671.) As a result of Employers' rounding policy, Employee consistently was not compensated at least minimum wage for all hours that Employee worked.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employers at times wrongfully failed to provide Employee and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing at times to provide Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take meal periods). Employers also continued to assert control over Employee and the Aggrieved Employees, or some of them, by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Employee and the Aggrieved Employees, or some of them, permission to take a meal period under the conditions required by law, and without properly compensating Employee and the Aggrieved Employees, or some of them, for meal periods that were not provided as required by law. Employee was the only one staffed during his shift and was essentially always on-call, resulting in Employee frequently working through his meal period, or he would be interrupted and have to attend to customers. Employers also did not inform Employee of Employee's right to, nor permitted Employee to take, all of Employee's second meal periods when Employee worked at least ten hours of work in a workday and otherwise unlawfully pressured Employee to waive such breaks. Accordingly, Employers at times failed to provide meal periods to Employee and the Aggrieved Employees, or some of them, in compliance with California law.

Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of

them, the additional wages to which they were entitled for meal periods that were not provided. Employee does not recall ever receiving any meal period premiums.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Employers at times have wrongfully failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take legally compliant rest periods in a manner required by law (and also including but not limited to failing, at times, to authorize and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, the opportunity to leave the work premises to take rest periods). Employers at times required Employee and the Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day without Employers' authorizing and permitting Employee to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees, or some of them, for rest periods that were not authorized or permitted.

Instead, Employers at times continued to assert control over Employee and the Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or at times by denying Employee and the Aggrieved Employees, or some of them, permission to take a rest period. Due to Employee being the only staff member, Employee often had to work through his rest periods. Accordingly, Employers at times failed to authorize and permit Employee and the Aggrieved Employees, or some of them, to take rest periods in compliance with California law. Employee and the Aggrieved Employees, or some of them, are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employers, however, at times failed to pay Employee and the Aggrieved Employees, or some of them, the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take. Employee does not recall ever receiving any rest period premiums.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on Employers' failure at times to pay Employee and the Aggrieved Employees, or some of them, for all wages as discussed above, Employers also violated Labor Code § 204.

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Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Employers failed and refused to pay the Employee all wages due, and failed to pay those wages twice a month, in that Employee was not paid all wages for all meal periods not provided by Employers, all wages for all rest periods not authorized and permitted by Employers, and all wages for all hours worked. As a result, Employers owe Employee the legally required wages for unpaid wages, and Employee and the Aggrieved Employees, or some of them, suffered damages in those amounts.

Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employers, however, at times failed to maintain accurate records of hours worked and all meal periods taken or missed by Employee and the Aggrieved Employees, or some of them.

Employers' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Employee and the Aggrieved Employees, or some of them, the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employers' records. Therefore, Employee and the Aggrieved Employees, or some of them, had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employers. As a direct result, Employee and the Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorneys' fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employers' knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or

credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Employers at times failed, and continue at times to fail, to pay Employee and terminated Aggrieved Employees, or some of them, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employers' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Employers also violated, and continue to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Employers' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Employee and the Aggrieved Employees, or some of them, are entitled to recover from Employers their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

Failure to Furnish Accurate Itemized Wage Statements

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

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an

aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Employers at times failed to, and continue at times to fail, to timely furnish Employee and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Employers at times violated Labor Code § 226, Employee and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Employee and similarly Aggrieved Employees, or some of them, are entitled to recover from Employers the greater of their actual damages caused by Employers' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee. Moreover, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Employers at times wrongfully required Employee and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Employers. Employee and the Aggrieved Employees, or some of them, at times paid out-of-pocket for necessary employment-related expenses, including but not limited to purchasing required uniforms. Employee and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Employers, but Employers failed to indemnify Employee and the Aggrieved Employees, or some of them, for these employment-related expenses.

As a result, Employers are liable to Employee and the Aggrieved Employees, or some of them, for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Employee and the Aggrieved Employees, or some of them, for necessary business expenditures.

Recordkeeping Requirement Violations

California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by Employees and Aggrieved Employees. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which all owed meal periods were provided each day.

Based on information and belief, Employers at times failed, and continue at times to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when Employee and other Aggrieved Employees began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, Employers at times failed and continue at times to fail to keep accurate and complete records showing total hours worked by Employee and Aggrieved Employees, or some of them, by virtue of Employers' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices. Employers failed at times and continue at times to fail to keep accurate and complete records showing total hours worked by virtue of Employers' failure to relieve Employee and Aggrieved Employees, or some of them, of all duties and Employers' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, Employers further failed at times, and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' meal periods, or some of them.

Based on further information and belief, Employers further failed at times and continue at times to fail, to record the true start and end times of Employee's and Aggrieved Employees' work shifts, or some of them. Additionally, Employers at times failed, and continue at times to fail, to keep accurate records and issue accurate wage statements by not documenting accrued sick time for Employee and Aggrieved Employees, or some of them. Employers' failure to keep "accurate and complete" payroll records for Employee and Aggrieved Employees, or some of them, violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7.

These violations subject Employers to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each Aggrieved Employee (or some of them), results in a separate civil penalty.¹

Action for Civil Penalties Under PAGA

In light of the above, Employee alleges that Employers violated the following provisions of the Labor Code with respect to the Aggrieved Employees, or some of them:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures; and
9. Labor Code § 1174 by failing at times to keep accurate and complete payroll records.

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

LWDA

Notice of Labor Code Violations and PAGA

April 4, 2024

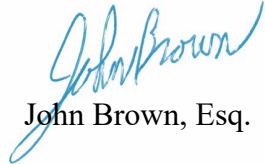
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Therefore, on behalf of potentially Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Employee has placed Employers on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John Brown, Esq.

EXHIBIT 3

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Attorneys for Defendants So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TIANA GONZALES and ADAN GALAVIZ,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

SO CAL SANTA FE, LLC, a Delaware
limited liability company; SO CAL GYMS,
LLC, a Delaware limited liability company;
SO CAL COMPTON LLC, a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24STCV12882

*Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept. 11*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”) is made by and between Plaintiffs Tiana Gonzales (“Plaintiff Gonzales”) and Adan Galaviz (“Plaintiff Galaviz”) (together as “Plaintiffs”), and Defendants So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC (“Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Actions” means Plaintiff Gonzales’s lawsuit alleging class action wage and hour violations against Defendant captioned *Tiana Gonzales, et al. v. So Cal Santa Fe, LLC, et al.*, Case No. 24STCV12882, filed on May 22, 2024 in Los Angeles County Superior Court (“Gonzales Class Action”), Plaintiff Gonzales’s representative PAGA action captioned *Tiana Gonzales v. So Cal Santa Fe, LLC, et al.*, Case No. 24NWCV01802, filed on June 7, 2024 in Los Angeles County Superior Court (“Gonzales PAGA Action”), Plaintiff Galaviz’s lawsuit alleging class action wage and hour violations against Defendant captioned *Adan Galaviz v. So Cal Compton LLC*, Case No. 24STCV28264, filed on October 28, 2024 in Los Angeles County Superior Court (“Galaviz Class Action”), and Plaintiff Galaviz’s representative PAGA action captioned *Adan Galaviz v. So Cal Compton LLC*, Case No. 25STCV16685 filed on June 9, 2025 in Los Angeles County Superior Court (“Galaviz PAGA Action”). These matters were filed before the 2024 amendments to PAGA. As such, all statutory references in this Agreement to Labor Code sections 2698, 2699, 2699.3, and any subdivisions thereof, are references to the statute as it existed before the 2024 amendment.

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

1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount, subject to Court approval, to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Gonzales Aggrieved Employee” means all persons who worked for Defendant So Cal Gyms, LLC and Defendant So Cal Santa Fe, LLC in California as an hourly-paid or non-exempt employee at any time during the Gonzales PAGA Period.

1.5 “Gonzales Class” means all persons who worked for Defendant So Cal Gyms, LLC and Defendant So Cal Santa Fe, LLC in California as an hourly-paid or non-exempt employee at any time during the Gonzales Class Period.

1.6 “Galaviz Aggrieved Employee” means all persons who worked for Defendant So Cal Compton LLC in California as an hourly-paid or non-exempt employee at any time during the Galaviz PAGA Period.

1.7 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown, and Gabriella Solé of Wilshire Law Firm, PLC.

1.8 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently \$46,666.67 [forty-six thousand six hundred sixty-six dollars and sixty-seven cents]).

1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$30,000.00 (thirty thousand dollars and zero cents) and paid from the Gross Settlement Amount.

1.10 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

1.11 “Gonzales Class Member” or “Gonzales Settlement Class Member” means a member of the Gonzales Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.12 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and

means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.13 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14 “Gonzales Class Period” or “Gonzales Class Settlement Period” means the period from March 18, 2021 through August 1, 2023 (“Gonzales Settlement Class Period”).

1.15 “Class Representative” means the named Plaintiff Tiana Gonzales in the Action.

1.16 “Service Payment” or “Enhancement Award” means the payment to Plaintiff Tiana Gonzales and Plaintiff Adan Galaviz for initiating the Actions and providing services in support of the Actions.

1.17 “Court” means the Superior Court of California, County of Los Angeles.

1.18 “Defendants” means named Defendants So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC.

1.19 “Defense Counsel” means Debra Ellwood Meppen, Matthew T. Theriault, and Jiaying Chen of Gordon Rees Scully Mansukhani, LLP.

1.20 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.21 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.22 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” or “GSA” means one hundred forty thousand dollars and zero cents (\$140,000.00), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, less Employee’s taxes and required withholding with respect to the wages portion.

1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.27 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.28 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.31 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.32 “Operative Complaint” means the operative First Amended Class and Representative Action Complaint filed on in the Gonzales Class Action.

1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for any of the Defendants for at least one day during the Gonzales PAGA Period or the Galaviz PAGA Period.

1.34 “Gonzales PAGA Period” means the period from March 29, 2023 through October 23, 2025.

1.35 “Galaviz PAGA Period” means the period from April 4, 2024 through October 23, 2025.

1.36 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.37 “Gonzales PAGA Notice” means Plaintiff Gonzales’s March 29, 2024 letter to the LWDA and Defendant So Cal Santa Fe, LLC and Defendant So Cal Gyms, LLC providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.38 “Galaviz PAGA Notice” means Plaintiff Galaviz’s April 4, 2025, letter to the LWDA and Defendant So Cal Compton LLC providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.39 “PAGA Penalties” means the total amount of \$7,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$1,750.00) to the Aggrieved Employees and 75% (\$5,250.00) to the LWDA in settlement of PAGA claims.

1.40 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.41 “Plaintiffs” means Tiana Gonzales and Adan Galaviz, the named plaintiffs in the Action.

1.42 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.43 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.44 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.45 “Released Parties” means Defendants, and each of their respective past, present, and future parents, subsidiaries, division, predecessors, successors, partners, joint ventures, shareholders, consultants, advisors, insurers, reinsurers, and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, owners, trustees, agents, employees, attorneys, representatives, benefit plans sponsors or administered by the Released

Parties, and any of other persons or entities acting on behalf of or in concert with any of the foregoing.

1.46 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.47 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.48 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.49 "Workweek" means any week during which a Class Member worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC for at least one day, during the Gonzales Class Period.

2. RECITALS.

2.1 On May 22, 2024, Plaintiff Gonzales filed a Class Action Complaint in Los Angeles County Superior Court, Case No. 24STCV12882, alleging causes of action against Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

2.2 On March 29, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Gonzales gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1019436-24). On June 7, 2024, after the 65-day statutory period passed, Plaintiff Gonzales filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, in Los Angeles County Superior Court, Case No. 24NWCV01802.

2.3 On October 28, 2024, Plaintiff Galaviz filed a Class Action Complaint in Los Angeles County Superior Court, Case No. 24STCV28264, alleging causes of action against Defendant So Cal Compton LLC for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices.

2.4 On April 4, 2025, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Galaviz gave notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1090432-25). On June 9, 2025, after the 65-day statutory period passed, Plaintiff Galaviz filed a separate complaint for penalties pursuant to Labor Code § 2699, *et seq.*, in Los Angeles County Superior Court, Case No. 25STCV16685.

2.5 Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Actions, deny that class certification and representative treatment is appropriate, and deny any and all liability for the causes of action alleged in the Actions.

2.6 On September 23, 2025, the Plaintiff Gonzales and Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC, participated in an all-day mediation presided over by mediator Brandon Coen, Esq. The Parties accepted a mediator's proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on February 4, 2026.

2.7 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.8 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.9 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay one hundred forty thousand dollars and zero cents (\$140,000.00) to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notices. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendants will pay separately.

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

3.2.1 To Plaintiffs: A payment of \$20,000 for the Service Payments to Plaintiffs of not more than \$10,000.00 (ten thousand dollars and zero cents) to each plaintiff in addition to any Individual Class Payment and any Individual PAGA Payment the Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' requests for Service Payments that do not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Service Payment.

1 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
2 Gross Settlement Amount, which is currently estimated to be forty-six thousand six hundred
3 sixty-six dollars and sixty-seven cents (\$46,666.67) and a Class Counsel Litigation Expenses
4 Payment for actual costs, not to exceed \$30,000.00 (thirty thousand dollars with zero cents).
5 Defendants will not oppose requests for these payments. Plaintiffs and/or Class Counsel will file
6 a motion for Class Counsel Fees and Litigation Expenses Payment no later than sixteen (16) court
7 days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
8 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
9 less than the amounts requested, the Administrator will allocate the remainder to the Net
10 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
11 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
12 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
13 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
14 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
15 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
16 Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or
17 controversy regarding any division or sharing of any of these Payments.

18 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$6,450.00
19 (six thousand four hundred fifty dollars and zero cents) except for a showing of good cause and
20 as approved by the Court. To the extent the Administration Costs are less or the Court approves
21 payment of less than \$6,450.00, the Administrator will retain the remainder in the Net Settlement
22 Amount to be distributed to Participating Class Members. Plaintiff, Plaintiff's counsel,
23 Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in
24 the calculation or distribution of the settlement payments.

25 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
26 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
27 Participating Class Members during the Class Period, and (b) multiplying the result by each
28 individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Fifteen (15%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty-five percent (85%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of seven thousand dollars and zero cents (\$7,000.00) to be paid from the Gross Settlement Amount, with 75% (\$5,250.00) allocated to the LWDA PAGA Payment and 25% (\$1,750.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$1,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

1 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
2 records, Defendants represent there are 63 Class Members who collectively worked a total of
3 2,374 workweeks during the Class Period, 48 Gonzales Aggrieved Employees who worked a total
4 of 1,104 PAGA Pay Periods during the Gonzales PAGA Period, and 37 Galaviz Aggrieved
5 Employees who worked a total of 629 PAGA Pay Periods during the Galaviz PAGA Period.

6 4.2 Class Data. Not later than thirty(30) days after the Court grants Preliminary Approval of
7 the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
8 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
9 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
10 and for no other purpose, and restrict access to the Class Data to Administrator employees who
11 need access to the Class Data to effect and perform under this Agreement. Defendants have a
12 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
13 class member identifying information and to provide corrected or updated Class Data as soon as
14 reasonably feasible. Without any extension of the deadline by which Defendants must send the
15 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
16 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
17 Data.

18 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
19 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
20 the funds to the Administrator no later than thirty (30) days after the Effective Date. At least ten
21 (10) business days prior to Defendants' deadline for funding the first installment payment, the
22 Administrator shall calculate the total Employer Taxes due on the wage portion of the Individual
23 Class Payments and issue Defendants instructions and the amount of the Employer Taxes.

24 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendants
25 fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual
26 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
27 Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
28 and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,

1 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment
2 shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

3 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
5 face of each check shall prominently state the date (180 days after the date of mailing) when the
6 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
7 Void Date. The Administrator will send checks for Individual Settlement Payments to all
8 Participating Class Members (including those for whom the Class Notice was returned
9 undelivered). The Administrator will send checks for Individual PAGA Payments to all
10 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
11 Employees (including those for whom Class Notice was returned undelivered). The Administrator
12 may send Participating Class Members a single check combining the Individual Class Payment
13 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
14 must update the recipients’ mailing addresses using the National Change of Address Database.

15 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
16 Members whose checks are returned undelivered without USPS forwarding address. Within seven
17 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
18 forwarding address provided or to an address ascertained through the Class Member Address
19 Search. The Administrator need not take further steps to deliver checks to Class Members whose
20 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
21 replacement check to any Class Member whose original check was lost or misplaced, requested
22 by the Class Member prior to the Void Date.

23 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
24 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
25 funds represented by such checks to the California Controller’s Unclaimed Property Fund in the
26 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
27 California Code of Civil Procedure Section 384, subd. (b).
28

1 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
2 not obligate Defendants to confer any additional benefits or make any additional payments to
3 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
4 Agreement.

5 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
6 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
7 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
8 Released Parties as follows:

9 5.1 Plaintiffs' Release. Plaintiffs, individually and on behalf of their spouses (if any),
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, fully,
11 finally, and forever releases and discharge Released Parties from all claims, debts, liabilities,
12 demands, obligations, transactions, or occurrences, guarantees, costs, expenses, attorneys' fees,
13 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected
14 or unsuspected, asserted or unasserted, that occurred during the Class Period, including, but not
15 limited to, all claims that were, or reasonably could have been, alleged, based on the facts
16 contained in the Operative complaint; and claims under the Fair Employment and Housing Act,
17 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor
18 Code, and all equivalent claims under federal law ("Plaintiff's Release"). Plaintiffs' Release
19 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
20 benefits, unemployment benefits, disability benefits, social security benefits, workers'
21 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
22 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
23 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that
24 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different
25 or additional facts or Plaintiffs' discovery of them. It is agreed that this is a general release and
26 is to be broadly construed as a release of all claims, provided that, notwithstanding the
27 foregoing, this Paragraph expressly does not include a release of any claims that cannot be
28 released hereunder by law. Any and all rights granted under any state or federal law or
regulation limiting the effect of this Settlement Agreement, including the provisions of Section

1 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
2 the California Civil Code reads as follows:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
5 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
6 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**
7 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
8 **DEBTOR OR RELEASED PARTY.**

9 5.2 Released Class Claims: All Participating Class Members will release and discharge
10 Defendants and Released Parties from all claims, rights, demands, liabilities, and causes of action,
11 alleged or which could have reasonably been alleged based on the facts alleged in the operative
12 complaint, including but not limited to: (1) failure to pay minimum and straight time wages
13 (pursuant to Cal. Labor Code §§ 200, 204, 210, 221-224, 510, 1182.12, 1193.6, 1194, 1194.2,
14 1195, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510,
15 515, 516, 552, 558, 1193.6, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal.
16 Labor Code §§ 210, 226.7, 512, 516); (4) failure to authorize and permit rest periods (pursuant to
17 Cal. Labor Code §§ 210, 226.7, 516); (5) failure to timely pay final wages at termination (pursuant
18 to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements
19 (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures
20 (pursuant to Cal. Labor Code §§ 450, 2800, 2802); (8) failure to produce requested employment
21 records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices
22 (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims
23 shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted
24 in the Action or could have been asserted in the Action based on the facts and circumstances
25 alleged in the Complaint. The Released Class Claims are those that accrued during the Class
26 Period.

27 5.3 Released PAGA Claims: Plaintiffs, on behalf of themselves and as agents and proxies
28 of the State of California (including the LWDA), and the State of California (including the LWDA

and all individuals who seek to serve as agent and proxy of the State of California in bringing
 PAGA claims) are deemed to release and discharge Defendants and Released Parties from all
 claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on
 the facts alleged in the operative complaint and in Plaintiff Gonzales's March 29, 2024 PAGA
 Notice, and Plaintiff Galaviz's April 4, 2025 PAGA Notice, including but not limited to: (1)
 failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 200, 204, 210,
 221-224, 510, 1182.12, 1193.6, 1194, 1194.2, 1195, 1197 and 1197.1); (2) failure to pay overtime
 wages (pursuant to Cal. Labor Code §§ 510, 515, 516, 552, 558, 1193.6, 1194 and 1198); (3)
 failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7, 512, 516); (4) failure
 to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210, 226.7, 516); (5) failure
 to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d));
 (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and
 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 450,
 2800, 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code
 §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully
 withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210, 216, 225.5); (10) failure
 to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§
 1174, 1174.5, 1175); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§
 226.6, 558.1, 1174, 1174.5, 1175, 1198 and 1199); (12) failure to provide proper sick leave and
 supplemental paid sick leave (pursuant to Cal. Labor Code § 245-259); (13) secretly paying wages
 lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code
 § 223); (14) failure at times to pay vested vacation and/or paid time off (pursuant to Cal. Labor
 Code § 227.3); (15) failure to provide suitable seating (pursuant to Section 14(A-B) of all
 applicable IWC Wage Orders); (16) for unlawful agreements (pursuant to Cal. Labor Code §
 432.5; 2753, 2810.5); (17) failure to timely provide temporary workers, or some of them, with
 wages (pursuant to Cal. Labor Code § 201.3); (18) for preventing employees, or some of them,
 from using or disclosing the skills, knowledge and experience they obtained at Employers, and
 whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5);

(19) for unlawful inquiries at times into criminal histories (pursuant to Cal. Labor Code § 432.7); (20) for workplace health and safety violations (pursuant to Cal. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401); and, (21) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 **Defendants’ Declaration in Support of Preliminary Approval**. Within ten (10) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator . In their Declaration, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 **Plaintiffs’ Responsibilities**. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)), Operative complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are responsible for expeditiously finalizing the Motion for Preliminary Approval and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into

the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

1 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data and should
3 have received Class Notice, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
5 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
7 requiring them to exercise options under this Agreement not later than fourteen (14) days after
8 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
12 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
13 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
14 is a letter from a Class Member or his/her representative that reasonably communicates the Class
15 Member's election to be excluded from the Settlement and includes the Class Member's name,
16 address and email address or telephone number. To be valid, a Request for Exclusion must be
17 timely faxed, emailed, or postmarked by the Response Deadline.

18 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
19 to contain all the information specified in the Class Notice. The Administrator shall accept any
20 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to challenge. If the
23 Administrator has reason to question the authenticity of a Request for Exclusion, the
24 Administrator may demand additional proof of the Class Member's identity. The Administrator's
25 determination of authenticity shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and

bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense Counsel and the Administrator's determination of the challenges. The Administrator will provide similar copies of challenges to Class Counsel after redacting Class Member identifying information, including but not limited to name, address, social security number, email address, and phone number.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or

amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. If Final Approval is granted, the Administrator will post the above-listed information of interest for at least 180 days after the date of mailing Individual Class Payments and Individual PAGA Payments.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Employer’s Share of Payroll Taxes. The Administrator shall handle all tax document preparation and reporting, including W-2 and/or 1099 Forms, and any other state and federal tax forms. The Administrator shall calculate the amount of the Employer’s Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

7.8.6 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement

its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.7 Posting of Final Judgment. Within ten (10) days after the Court has held a Final Approval Hearing and entered the Judgment certifying the Class for settlement purposes only and approving the Settlement, the Administrator will give notice of judgment to Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said Judgment on its website at a web address to be included in the Class Notice.

7.8.8 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS AND PAGA SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants represented that at the time of mediation there were 63 Class Members who collectively worked a total of 2,374 Workweeks during the Class Period, 48 Gonzales Aggrieved Employees who worked 1,104 PAGA Pay Periods during the Gonzales PAGA Period, and 37 Galaviz Aggrieved Employees who worked a total of 629 PAGA Pay Periods during the Galaviz PAGA Period. If, on final calculation of the Gonzales Class Period, the total number of Workweeks is greater than 10% higher than 2,374 Workweeks (i.e. greater than 2,612 Workweeks), then the Gross Settlement Amount will be proportionally increased by the Workweeks worked in excess of 2,612 by multiplying the excess Workweeks by the per Workweek value. Similarly, on final calculation, if the total number of Pay Periods is greater than 10% higher than 1,733 Pay Periods (i.e. greater than 1,907 Pay Periods), then the Gross Settlement Amount will be proportionally increased by the Workweeks worked in excess of 1,907 by multiplying the excess Pay Periods by the per Pay Periods value. If this provision is triggered

so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. If, on final calculation, the total number of Workweeks or Pay Periods increases by more than 10%, then Defendants shall have the option to end the Class Period and PAGA Period on the date the total workweeks hit 2,612 Workweeks or 1,907 Pay Periods. Defendants shall provide the Settlement Administrators with the Class Data to verify the total Workweeks and Pay Periods prior to the filing for preliminary approval. If the Escalator Clause is triggered Defendants shall select an option prior to the filing for preliminary approval.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List equals or exceeds 10% of the total of all Class Members and/or PAGA Members Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point, including any administrator notices to the class that are required to inform Class Members of Defendants' withdrawal. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and

1 confer in person or by telephone, and in good faith, to resolve any disagreements concerning the
2 Motion for Final Approval.

3 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
4 by a Participating Class Member, including the right to file responsive documents in Court no
5 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
6 accepted by the Court.

7 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Service Payment,
12 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator
13 Costs Payment shall not constitute a material modification to the Agreement within the meaning
14 of this paragraph.

15 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
17 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
18 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

19 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
21 Members who did not object to the Settlement as provided in this Agreement, waive all rights to
22 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
23 right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.
24 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
25 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
26 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
27 becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
28

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Effect on Employee Benefit Plans. Neither this Agreement nor any amounts paid under the Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plan, policy or bonus program. Defendants retain the right to modify the language of its benefits plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement. Defendants do not consider the Individual Class Payments "compensation" for

purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendants.

12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any

1 conversation or other communication, before the filing of the Motion for Preliminary Approval,
2 with any third party regarding this Agreement or the matters giving rise to this Agreement except
3 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
4 restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s
5 ethical obligations owed to Class Members.

6 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
9 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
10 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

11 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
17 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
18 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
19 terms of this Agreement including any amendments to this Agreement.

20 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.13 Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other party in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

12.14 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.

12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection

with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12.17 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.18 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.19 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
 Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
 John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
 Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
 Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
 Lisa B. Iturriaga
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
 660 S. Figueroa St., Sky Lobby
 Los Angeles, California 90017
 Telephone: (213) 381-9988
 Facsimile: (213) 381-9989

To Defendant:

Debra Ellwood Meppen (SBN 183885)
dmeppen@grsm.com
 Matthew T. Theriault (SBN 244037)
mtheriault@grsm.com
 Jiaying Chen (SBN 350442)

neochen@grsm.com

GORDON REES SCULLY MANSUKHANI, LLP

633 W 5th St, 52nd Floor

Los Angeles, California 90071

Telephone: (213) 576-5000

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

12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.22 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

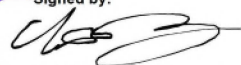
DATED: 4/30/2026

Signed by:

GC67A093B9E5465...

Plaintiff Tiana Gonzales

DATED: 4/29/2026

Signed by:

71E962772FAD41C...

Plaintiff Adan Galaviz

DATED: May 27, 2026

Signed by:

Andrew

CE2605B1F3AE44E...

Defendant So Cal Santa Fe, LLC

By: Andrew

Position: VP of People Operations

DATED: May 27, 2026

Signed by:

Andrew

CE2605B1F3AE44E...

Defendant So Cal Gyms, LLC

By: Andrew

Position: VP of People Operations

DATED: May 19, 2026

Signed by:

Andrew

CE2605B1F3AE44E...

Defendant So Cal Compton LLC

By: Andrew

Position: VP of People Operations

Approved by counsel to the form only:

DATED: April 30, 2026

WILSHIRE LAW FIRM

BY:

John G. Yslas

Eugene Zinovyev

Counsel for Plaintiffs Tiana Gonzales and Adan Galaviz

DATED:

GORDON REES SCULLY MANSUKHANI, LLP

BY: *Jiaying Chen*
Debra Ellwood Meppen
Matthew T. Theriault
Jiaying Chen
Counsel for Defendants So Cal Santa Fe, LLC, So Cal
Gyms, LLC, and So Cal Compton LLC

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Gonzales, et al. v. So Cal Santa Fe, LLC, et al.
Case No. 24STCV12882 (Los Angeles County Superior Court)

***The Los Angeles County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Defendants So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC (“Defendants”) for alleged wage and hour violations. The Actions were filed by former employees, Tiana Gonzales and Adan Galaviz and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC, as hourly-paid, non-exempt employees in the State of California (“Class Members”) who worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC, during the Class Period (March 18, 2021 through August 1, 2023); (2) penalties under the California Private Attorney General Act (“PAGA”) for all Aggrieved Employees who worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC during the Gonzales PAGA Period (March 29, 2023 through October 23, 2025, and all Aggrieved Employees who worked for Defendants So Cal Compton LLC during the Galaviz PAGA Period (April 4, 2024 through October 23, 2025) (“Aggrieved Employees”).

The Court has not made a determination about Plaintiffs’ claims and allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. The Parties entered into this settlement solely for the purposes of avoiding the costs and operational burden of the continued litigation. The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement.

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the [Gonzales/Galaviz] PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s

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attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants’ records indicate that you worked for Defendant So Cal Santa Fe, LLC and So Cal Gyms, LLC at some point(s) between March 18, 2021 through August 1, 2023, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members’ claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys’ General Act (“PAGA”). If you are a Class Member, you may also an “Aggrieved Employee” if you worked for Defendant during the “PAGA Period,” which is March 29, 2023 through October 23, 2025 for Aggrieved Employees who worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC, and April 4, 2024 through October 23, 2025 for Aggrieved Employees who worked for Defendant So Cal Compton LLC.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator’s contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

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The Court in charge of the Action is the Los Angeles County Superior Court, and the lawsuits that are included in the settlement are *Gonzales, et al. v. So Cal Santa Fe, LLC, et al.*, Case No. 24STCV12882; *Gonzales v. So Cal Santa Fe, LLC et al.* Case No.24NWCV01802; *Galaviz v. So Cal Compton LLC*, Case No. 24STCV28264 and *Galaviz v. So Cal Compton LLC*, Case No.25STCV16685, (collectively “the Lawsuits”). The persons who sued, Tiana Gonzales and Adan Galaviz, are the Plaintiff, and the companies sued, So Cal Santa Fe, LLC, So Cal Gyms, LLC, and So Cal Compton LLC, are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendants for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff’s claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or Defendants on the merits of the claims alleged in the lawsuit. Plaintiffs believe they would win at trial. Defendants think that Plaintiffs’ lawsuits would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs’ lawyers (called “Class Counsel”), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC who were classified as non-exempt and worked within the State of California at any time from March 18, 2021 through August 1, 2023.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount (“GSA”) of \$140,000.00 (One Hundred Forty Thousand Dollars and Zero Cents) to settle the Lawsuits. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one third (1/3) of the GSA (currently \$46,666.67) and up to \$30,000.00 in costs; Service Payments of \$10,000 to each Plaintiff (for Plaintiffs’ work and efforts prosecuting this case (a total of \$20,000)); a PAGA Penalties payment of \$7,000.00 to resolve the PAGA claims; and Settlement Administration Costs to ILYM Group, Inc., not to exceed \$6,450.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Service Payments, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$XXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$7,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$5,250.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$1,750.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (March 18, 2021 through August 1, 2023). Eighty-five percent (85%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and fifteen percent (15%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 15% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC from March 29, 2023 through October 23, 2025 (“Gonzales PAGA Period”), or if you worked for Defendant So Cal Compton LLC from April 4, 2024 through October 23, 2025 (“Galaviz PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods

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worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the Gonzales and Galaviz PAGA Periods. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member who is also an Aggrieved Employee, chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants concerning the legal claims being resolved in this Settlement. Specifically, you will be giving

up or “releasing” the Released Class Claims described below against Defendants and all of Defendant’s subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns (“Released Parties”). The releases become effective once the GSA is fully funded by Defendants.

Released Class Claims: The “Released Class Claims” are all claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 200, 204, 210, 221-224, 510, 1182.12, 1193.6, 1194, 1194.2, 1195, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 515, 516, 552, 558, 1193.6, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7, 512, 516); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210, 226.7, 516); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 450, 2800, 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*) arising at any time during the Class Period.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendants during the PAGA Period), you will also be deemed to release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff Gonzales’s March 29, 2024 PAGA Notice, and Plaintiff Galaviz’s April 4, 2025 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 200, 204, 210, 221-224, 510, 1182.12, 1193.6, 1194, 1194.2, 1195, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 515, 516, 552, 558, 1193.6, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7, 512, 516); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210, 226.7, 516); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 450, 2800, 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210, 216, 225.5); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, 1174.5, 1175); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1175, 1198 and 1199); (12) failure to provide proper sick leave and supplemental paid sick leave (pursuant to Cal. Labor Code § 245-259); (13) secretly paying wages lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code § 223); (14) failure at times to pay vested vacation and/or paid time off (pursuant to Cal. Labor Code § 227.3); (15) failure to provide suitable seating (pursuant to Section 14(A-B) of all applicable IWC Wage Orders); (16) for unlawful agreements (pursuant to Cal. Labor Code § 432.5; 2753, 2810.5); (17) failure to timely provide temporary workers, or some of them, with wages (pursuant to Cal. Labor Code § 201.3); (18) for preventing employees, or some of them, from using or disclosing the skills, knowledge and experience they obtained at Employers, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5); (19) for unlawful inquiries at times into criminal histories (pursuant to Cal. Labor Code § 432.7); (20) for workplace health and safety violations (pursuant to Cal. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401); and, (21) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558) during the Gonzales and Galaviz PAGA Periods.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 45 days after Class Notice is Mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]
Gonzales, et al. v. So Cal Santa Fe, LLC, et al.
XXXXX
City, State, XXXXX
Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendants So Cal Santa Fe, LLC and So Cal Gyms, LLC during the Gonzales PAGA Period (March 29, 2023 through October 23, 2025), or if you worked for Defendant So Cal Compton LLC during the Galaviz PAGA Period (April 4, 2024 through October 23, 2025). If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

If you exclude yourself, you will not receive any money from the Class Settlement. If you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendants, if you desire. However, you cannot exclude yourself from PAGA settlement. You will still receive money from the PAGA Settlement if you are an aggrieved employee during Gonzales or Galaviz PAGA Period.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you, the Class Members and PAGA Aggrieved Employees in the Lawsuits. These lawyers are called Class Counsel and their contact

information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
Emily Borman (SBN 303180)
emily.borman@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to one third (1/3) of the GSA (currently \$46,666.67) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$30,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payments to Plaintiff Tiana Gonzales and Adan Galaviz in the amount of \$10,000.00 each (a total of \$20,000) in addition to Plaintiffs' Individual Class Payments and Individual PAGA Payments for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class and Aggrieved Employees as the Class Representative and PAGA Representative. The Court may award the Plaintiffs less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[ADMINISTRATOR]

Gonzales, et al. v. So Cal Santa Fe, LLC, et al.

XXXXX

City, State, XXXXX

Email:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [redacted] on [redacted] in Department 11 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, California 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Service Payments and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, ILYM Group, Inc., by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

[ADMINISTRATOR]

Gonzales, et al. v. So Cal Santa Fe, LLC, et al.

XXXXX

City, State, XXXXX

Email:

PLEASE DO NOT TELEPHONE THE COURT OR SO CAL SANTA FE, LLC, SO CAL GYMS, LLC, AND SO CAL COMPTON LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

EXHIBIT 4

Evette Padilla

From: no-reply@formassembly.com
Sent: Monday, August 31, 2026 3:32 PM
To: Evette Padilla
Subject: Thank you for your Proposed Settlement Submission

08/31/2026 03:31:21 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/31/2026 03:31:21 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1019436-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cevette.padilla%40wilshirelawfirm.com%7C1a2ec7a71d2e460337f108df07af9f58%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639238123027673010%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIlwLjAuMDAwMCIlIAiOiJXaW4zMilslkFOljoiTWFpbCIsIlIdUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=j95T6qELXuU8QzNsZr67hTGR9pbfOg%2Ffz7LdtUxqzU%3D&reserved=0

EXHIBIT 5

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Tiana Gonzales, et al. v. So Cal Santa Fe, LLC, et al.
Thursday, February 12, 2026

Requesting Attorney:
Danielle Cowan
Wilshire Law Firm, PLC
danielle.cowan@wilshirelawfirm.com
800.926.9799

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	63
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,625.00
Notification & Mailing:	\$269.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,416.00
Case Conclusion:	\$815.00

Estimated ILYM Fees & Expenses: \$6,450.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Tiana Gonzales, et al. v. So Cal Santa Fe, LLC, et al.

Thursday, February 12, 2026

Requesting Attorney's Name: Danielle Cowan

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00
Subtotal				\$325.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$20.00	1	\$20.00
Toll-Free Customer Service Representative	Flat Fee	\$35.00	1	\$35.00
Weekly Reports	Flat Rate	\$750.00	1	Waived
Subtotal				\$2,625.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	63	\$94.50
USPS First Class Postage	Per Piece	\$0.85	63	\$53.55
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	9	\$17.64
Storage, Photocopies, Deliveries	Flat Fee	\$103.31	1	\$103.31
Subtotal				\$269.00

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Tiana Gonzales, et al. v. So Cal Santa Fe, LLC, et al.

Thursday, February 12, 2026

Requesting Attorney's Name: Danielle Cowan

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	63	\$63.00
USPS First Class Postage	Per Piece	\$0.85	63	\$53.55
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	6	\$9.45
Preparation of Taxes	Hourly	\$120.00	2	\$240.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,416.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$815.00

Estimated ILYM Fees & Expenses: \$6,450.00