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Attorneys for Plaintiff AUSTIN TEFFETELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

AUSTIN TEFFETELLER, an individual,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC DBA LA
FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2024-01407578-CU-OE-CXC

**SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: June 25, 2026

Time: 2:00 p.m.,

Judge: Hon. Melissa R. McCormick

Dept. CX105

Plaintiff AUSTIN TEFFETELLER (“Plaintiff”) respectfully submits the following
Supplemental Brief in Support of Plaintiff’s Motion for Approval of PAGA Settlement. This brief
and concurrently filed documents referenced below respond to the points raised in the Court’s
February 26, 2026 tentative ruling on Plaintiff’s Motion for Approval of PAGA Settlement.

Tentative Ruling: 1. Were the settlement agreement and motion papers submitted to the LWDA?
Plaintiff must file with the court a proof of service identifying the specific documents served on
the LWDA, when plaintiff served the documents, and how service was effected.

Response: Yes, see the concurrently filed Proof of Service and Supplemental Declaration of
Thomas E. Daugherty in Support of Motion for Approval of PAGA Settlement, (“Daugherty
Suppl. Dec.”) ¶ 3, Exhibit 1.

Tentative Ruling: 2. Plaintiff has not provided any case-specific valuation analysis. Plaintiff must
state the legal and factual basis for each claim being settled, must identify the specific discovery
(formal and informal) conducted to date, must describe in detail counsel’s investigation of the
merits of each claim, and must state how plaintiff valued each claim being settled. Plaintiff also

1 must provide specific information sufficient for the court to evaluate whether the consideration
2 being received for the release of the aggrieved employees' claims is reasonable in light of the
strengths and weaknesses of the claims and the risks of the litigation.

3 **Response: Summary of informal discovery and related analysis of claims:**

4 On approximately September 21, 2023, Defendant produced the personnel file, time card
5 data and payroll records regarding Plaintiff Austin Teffeteller, which included 113 pages of
6 responsive documents. (Suppl. Daugherty Decl., ¶ 12.)

7 Approximately eleven weeks before mediation, Defendant provided excel files containing a
8 substantial sampling of approximately 25MB of anonymized employee time card data, and payroll
9 records for 1,146 employees for the time period of 11/28/2021 through 7/27/2024. (Suppl.
10 Daugherty Decl., ¶ 13.) This was a sample size of 17,959 pay periods, which was approximately
11 5.23% of the total pay periods at issue. (Suppl. Daugherty Decl., ¶ 14.)

12 Additionally, leading up to, during, and after mediation, Defendants provided additional
13 information and documents regarding employee pay practices, including the employee handbook,
14 various employee policies and detailed documentation of the time-keeping and payroll process and
15 procedures. (Suppl. Daugherty Decl., ¶ 15.)

16 Plaintiff's analysis determined that Defendant's California fitness clubs employ a wide
17 variety of employees, including the following:

- 18 • Front Desk employees, all of whom are part-time and work shifts of less than five
19 hours.
- 20 • Each club has three managers on site, each of whom is responsible for supervising a
21 different department and reports up to a district or regional supervisor:
 - 22 ○ the General Manager (also known as Membership Director) oversees the
23 Membership (Sales) Department;
 - 24 ○ the Operations Manager (also known as Club Manager) oversees the
25 operational functions performed by the Front Desk, Kids Club (a babysitting
26 service), and Janitorial Staff; and
 - 27 ○ the Personal Training Director oversees the Personal Trainers and Personal
28 Training Counselors. (Suppl. Daugherty Decl., ¶ 16.)

1 LA Fitness also maintains robust wage and hour policies and practices. The employee
2 handbook provides compliant meal and rest break policies, and related pay policies. (Suppl.
3 Daugherty Decl., ¶ 17.)

4 For example, see the “How to Punch In” document, produced by Defendant in informal
5 discovery, (Suppl. Daugherty Decl., ¶ 18, Exhibit 8.). Employees may log in at any time during
6 work hours and either verify their scheduled hours or edit them to properly reflect the time they
7 started and will stop working. This is entirely in the employee’s control and they have unlimited
8 access and ability to input and submit any hours worked, whether as reflected on the initial schedule
9 or if they worked more or less than anticipated. (*Ibid.*)

10 Employees must verify their clocked hours a second time during their next scheduled shift
11 to affirm again that the hours recorded in the system, as well as the meal period (if any), are correct
12 and accurate, thereby enabling those employees to have another opportunity to ensure their recorded
13 work hours are correct and verify that what is submitted for payment is exactly what the employee
14 worked. The system does not allow an employee to log in until they do, and they can once again
15 edit their time if it is incorrect. In practice, employees routinely adjust and edit their time, and may
16 add more time worked. The timekeeping system always inures to the employee’s benefit and vests
17 complete control over the hours worked in the employee’s hands. (Suppl. Daugherty Decl., ¶ 19.)

18 The claim that employees worked off the clock or worked hours that were not paid, would
19 be difficult to prove, given the employees’ ability to record and correct clocked time completely
20 unsupervised. No other employees, even supervisors, may edit another employee’s time. Nor do
21 supervisors have to “approve” or review the submission of additional time worked beyond that in
22 the schedule. (Suppl. Daugherty Decl., ¶ 20.)

23 If Defendant’s timekeeping system detects that an employee has entered time sufficient to
24 trigger a meal period, it will prompt the employee to confirm whether they took the meal period,
25 waived it (where permissible, as the lion’s share of employees work 6-hour shifts or less), or were
26 unable to. If there is a late or short meal period, the meal premium was paid. If they were unable
27 to take a meal break and did not waive it, they automatically receive a premium payment and
28 payment for the time worked. For employees who earned meal break premium pay during a pay

1 period covered by a commission payment or other additional non-discretionary compensation
2 beyond their base hourly rate pay, the meal break premium pay was calculated at the correct regular
3 rate of pay. (Suppl. Daugherty Decl., ¶ 21.)

4 As with the meal period premiums, Fitness International's payroll system is programmed to
5 automatically pay a split shift premium whenever one is calculated as being owed. No approvals or
6 authorizations are needed. Of approximately 142,339 work days in the sample, 13,798 split shift
7 premiums were generated, for a rate of 9.69%. The system's calculation is based on the total
8 compensation each employee receives based on commissions, bonuses, and wages, so that for many
9 employees, they are not owed a split shift premium because their pay sufficiently exceeded the
10 minimum wage. (Suppl. Daugherty Decl., ¶ 22.)

11 Employees may submit requests for reimbursement of necessary business expenses through
12 a link on the Company's intranet. (Suppl. Daugherty Decl., ¶ 23.) Regarding personal phone use,
13 the company's policy is that employees are not contacted after hours, are not expected to
14 communicate with supervisors outside of work hours, and generally are not permitted to use their
15 cell phones while at work. (Suppl. Daugherty Decl., ¶ 24.) That said, certain employees were paid
16 a phone allowance each pay period, based on their position. (*Ibid.*)

17 Overtime pay appears to have been paid correctly, at the correct regular rate of pay. (Suppl.
18 Daugherty Decl., ¶ 25.) Approximately \$1,336,763 in overtime wages was paid for the sample size,
19 at an average of \$74.43 per pay period. (*Ibid.*) Extrapolated to the total Aggrieved Employees group,
20 that is approximately \$25.5 million in paid overtime. (*Ibid.*) Analysis of unpaid overtime would
21 require an individual-level inquiry with every employee, which raises significant manageability
22 issues. (*Ibid.*)

23 Paid sick leave and the regular rate: there were a relatively small number of violations in the
24 sample size relating to paid sick leave not being paid at the correct regular rate of pay:
25 approximately 219 pay periods from the sample are at issue on the sick pay-regular rate claim.
26 (Suppl. Daugherty Decl., ¶ 26.)

27 The sick pay and regular rate issue was fixed: Defendant acknowledges that there was an
28 inadvertent error with respect to calculation of the regular rate for sick pay only. (Suppl. Daugherty

Decl., ¶ 27.) However, that issue has been corrected already and outside of litigation. (*Ibid.*) This was a limited issue due to the limited allotment and use of required sick days, because it only impacted those who took sick time *and* earned some other form of compensation beyond their base hourly rate in the same pay period, and will not continue to accrue in terms of additional pay periods. (*Ibid.*)

Due to the large number of aggrieved employees in the PAGA group, and the different groups of employee roles in different LA Fitness clubs who report to different supervisors and who have different daily duties, and the extremely individualized decisions regarding meal and rest breaks, there would be difficulty proving significant *Aggrieved Employee*-wide allegations of Labor Code violations, which raised serious manageability concerns should the matters progress to trial. (Suppl. Daugherty Decl., ¶ 28.)

Here is a summary of some relevant data:

Hours worked	Sample Size	PAGA	Rates	
Unique Days	144,741	2,766,053		
Days 4 hours or less	44,148	843,684	30.50%	
Days less than 6 hours	59,537	1,137,774	41.13%	
Days over 8 hours	29,623	566,106	\$ 45.13	per OT shift

(Suppl. Daugherty Decl., ¶ 29.)

	Sample Size	PAGA group	Sample %	Rates	
Pay Periods	17,959	343,203	5%		
Pay Periods with Meal Premium paid	1,650	31,532	5%	9.19%	
Total Meal Premiums paid	3,324	63,523	5%		
Pay Periods with OT worked and paid	6,572	125,593	5%	36.59%	
Total OT	\$1,336,763	\$25,546,038	5%	\$ 74.43	per pay period

(Suppl. Daugherty Decl., ¶ 29.)

Specific Claim Valuation

1) Meal Period Violations (Failure to Provide; Automatic Deductions; Failure to Pay Premium)

FAC theory. The FAC alleges the employer discouraged compliant meal breaks, failed to pay meal premiums when meals were missed, late, or interrupted, and failed to compute premiums at the correct rate (tied to regular rate issues).

Legal character of the claim. This is a mix of (i) break compliance allegations and (ii) premium pay and timekeeping allegations tied to automatic deductions.

Key issues and disputes possible in litigation.

- Policy vs. practice: employers often have compliant written policies; plaintiffs attempt to prove contrary operational reality.
- Rebutting time records: automatic deductions, if proven, could create systemic exposure, but defenses rely on credible evidence of robust attestation mechanisms or correction procedures.
- Individual variability: whether missed meals occurred due to employee choice versus work demands.
- Rate of premium: if premiums are owed, whether the employer applied the correct regular rate.
- Governing standards. Under Cal. Lab. Code § 512 and *Brinker*, the employer satisfies its obligation if it relieves employees of all duty, relinquishes control, provides a reasonable opportunity for an uninterrupted 30-minute meal period, and does not impede or discourage. The employer generally need not ensure no work is performed. Cal. Lab. Code § 512; *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012).

Claim valuation:

1. Analysis of the Employee Data revealed that meal premium payments are paid and non-trivial. Short shifts are common. About 30.50% of days are 4 hours or less; about 41.13% of days are less than 6 hours. 9.19% of pay periods included a meal premium payment; Extrapolated to the PAGA group, that is approximately 31,532 pay periods with a meal

premium paid and about 63,523 total meal premiums paid.

2. Analysis of the Employee Data revealed that meal premium payments were paid at the correct regular rate of pay, incorporating non-discretionary bonus/commission pay.
3. The fact that meal premiums were paid in a meaningful slice of pay periods is consistent with a system that recognizes meal noncompliance events and pays premiums rather than suppressing them.
4. The “41.13% of days less than 6 hours” statistic supports the argument that many shifts were in a range where meal obligations are less frequently triggered (and where waivers are more common in practice), reducing the plausible incidence of meal violations across the entire workforce.
5. Because the time-keeping system requires the employee to twice verify their time worked, allows them to make unsupervised corrections, and prompts the employee who has entered time sufficient to trigger a meal period to confirm whether they took the meal period, waived it (where permissible, as the lion’s share of employees work 6-hour shifts or less), or were unable to take it, and automatically issues a premium payment (and payment for the time worked) when they were unable to take it, the defendant employer would most likely be able to defend most claims for unpaid meal premium pay.

Given the above analysis, Plaintiff valued this claim at approximately \$200,000. Proving these claims would require individual testimony of specific situations in which employees were pressured to misrepresent clocked time or meal breaks, contrary to the documented evidence that they verified twice.

2) Rest Period Violations (Failure to Provide; Failure to Pay Premium)

FAC theory. The FAC alleges employees were not authorized and permitted to take compliant rest periods and were not paid rest premiums.

Legal character of the claim. Another break compliance and premium pay theory.

Key issues and disputes likely in litigation.

- Operational feasibility and evidence: rest breaks are not clocked, making proof difficult; representative evidence becomes central and is often contested.

- Uniformity: whether staffing and workload pressures were common across locations.

Claim Valuation:

1. LA Fitness has lawful policies that provide the required number of uninterrupted, duty free rest periods. With approximately 30.50% of days worked with 4 hours or less, many of the part-time employees would not have been eligible for a rest break at all.
2. Employees generally do not work in such a customer-facing role that they would be “stuck” and have to miss their break, and Defendant maintains staffing that sufficient to ensure that employees can take rest breaks as needed.
3. Employees do not need permission to take rest periods, and have the discretion to take as many as they need, even if in excess of the legal entitlements.
4. Upon request to HR or a manager advising that an employee was unable to take a rest break due to work demands, the Company pays a rest period premium.
5. To prove liability for rest break violations, Plaintiff would need to show that the Defendant’s policies, staffing models, scheduling practices, workload pressures, and/or on-duty expectations made compliant rest breaks unavailable or impracticable on a recurring basis.

Given the above analysis, Plaintiff valued this claim at \$200,000.

3. Unpaid “Off-the-Clock” Work / Failure to Pay All Hours Worked

FAC theory. The FAC alleges a companywide policy or practice that “promotes” unpaid work and discourages accurate time reporting. The alleged uncompensated time includes:

- Work performed when a client cancels and the employee cannot train but remains engaged/controlled.
- Pre- and post-session tasks.
- Unpaid “downtime” between scheduled sessions.
- Off-hours schedule checking and communications.
- Work-related text messages outside clocked time.
- Time rounding practices that allegedly reduce recorded time.

Legal character of the claim. This is the core straight-time wage claim: employees allegedly

performed compensable work or were under employer control, but were not paid because the time was not recorded or was rounded down.

Key issues and disputes likely in litigation.

- Compensability and control: whether “downtime,” schedule-checking, and cancellations constitute compensable time, and whether the employee was sufficiently controlled or free to use the time for personal purposes.
- Knowledge/permission: whether the employer knew or should have known the work was being performed and permitted it, versus isolated off-policy conduct.
- Rounding legality and proof: whether rounding was neutral in practice, and whether it systematically undercounted time.
- Proof and manageability: demonstrating common, representative proof across locations and thousands of employees versus individualized inquiries.

Valuation of Claim: Because this claims asserts un-clocked time, it is more difficult for Plaintiff to prove, and would rely primarily on witness testimony, rather than documented evidence. Defendant maintains written policies which expressly prohibit off the clock work, and provides instruction for employee to make corrections to their time if they did not properly record all time worked. Additionally, during the clocking in and out process, employees are required to confirm that their entered time accurately reflects all time worked, twice, for each time entry.

Based on the lack of records showing violations, the defendants’ safeguards to prevent off-the-clock work, and the uncertainty of the credibility of witness testimony Plaintiff valued this claim at an estimated \$50,000.

4. Overtime Premiums (Failure to Pay Overtime; Understated Regular Rate)

FAC theory. The FAC alleges employees were not paid overtime at the required premium rate, in part because:

- All hours worked were not recorded (leading to understated overtime hours).
- The employer failed to correctly calculate the regular rate of pay by not properly accounting for bonuses/commissions and other remuneration when paying overtime (and also when paying premiums tied to the regular rate).

1 Legal character of the claim. This is a premium wage claim driven by (i) unpaid time that
2 pushes employees over daily/weekly thresholds and (ii) regular rate calculation errors.

3 Key issues and disputes likely in litigation.

- 4 • Threshold and timekeeping: whether sufficient uncompensated time exists to create
5 overtime liability and at what frequency.
- 6 • Regular rate methodology: whether the remuneration at issue is legally required to be
7 included, and whether the employer's payroll system properly allocated it.
- 8 • Damages/penalties complexity: determining which pay periods are affected and by how
9 much, particularly across many roles.

10 Valuation of Claim: Based on the lack of records showing violations, the defendants'
11 safeguards to prevent off-the-clock work, and the uncertainty of the credibility of witness testimony
12 Plaintiff, valued this claim at an estimated \$50,000.

13 **5) Minimum Wage (Including Minimum Wage Shortfalls from Off-the-Clock Work**
14 **and Split Shifts)**

15 FAC theory. The FAC alleges minimum wage violations through:

- 16 • Unpaid off-the-clock work that reduces effective hourly pay below minimum wage for the
17 pay period.
- 18 • Failure to pay split-shift premiums where schedules include separated shifts with substantial
19 unpaid gaps, allegedly causing compensation to fall below a required floor.

20 Legal character of the claim. This is an alleged minimum wage compliance failure,
21 including a wage order-based premium component (split shifts).

22 Key issues and disputes likely in litigation.

- 23 • Mathematical proof: minimum wage claims often require pay-period calculations of total
24 compensation divided by total compensable hours.
- 25 • Split-shift applicability: whether schedules meet the definition of split shift; whether
26 premiums were already satisfied via total pay; and whether any exceptions apply.
- 27 • Common proof: uniform scheduling and payroll practices versus location and job variability.

28 Valuation of Claim: Based on the analysis above, of automatically triggered split shift pay,

1 and the employee's strong autonomy in correcting any time entries, Plaintiff valued this claim at an
2 estimated \$50,000.

3 **6) Paid Sick Leave (Failure to Provide / Permit Use)**

4 FAC theory. The FAC alleges the employer failed to provide any earned paid sick leave and
5 employees lost pay or worked while sick.

6 Legal character of the claim. A statutory benefit compliance theory involving accrual,
7 availability, and permitted use of paid sick time.

8 Key issues and disputes likely in litigation.

- 9
- 10 • Policy compliance: whether a compliant sick leave policy existed and was communicated.
 - 11 • Payroll coding and accrual records: whether accrual and usage were tracked correctly.
 - 12 • Classwide proof challenges: sick leave use is individualized, but policy-level failures can be common.

13 Claim Valuation: As discussed above, there is some liability for payment of paid sick leave
14 at the incorrect rate of pay – extrapolating the 219 pay periods where violations were apparent in
15 the sample size to the entire Aggrieve Employee group, given the correction of the problem, there
16 could be approximately 2200 pay periods with paid sick leave violations. Plaintiff valued this claim
17 at approximately \$220,000.

18 **7) Wage Statement Deficiencies**

19 FAC theory. The FAC alleges inaccurate or noncompliant wage statements, including failure
20 to accurately reflect:

- 21
- 22 • Total hours worked (including off-the-clock time).
 - 23 • Gross and net wages.
 - 24 • Overtime, bonuses/commissions.
 - 25 • Correct hourly rates/regular rate for premiums, overtime, vacation, and sick pay.

26 Legal character of the claim. A derivative recordkeeping/disclosure claim that often rises or
27 falls with underlying wage violations, but can also stand based on technical noncompliance if
28 material.

28 Key issues and disputes likely in litigation.

- Injury and causation: whether employees suffered the type of harm required for penalties.
- Derivative nature: if the core wage claims fail, wage statement claims frequently weaken.
- Systemic payroll formats: plaintiffs typically argue uniform wage statement templates create common proof.

Claim Valuation: This is a derivative claim. Given the analysis above, Plaintiff valued this claim at approximately \$250,000.

8) Failure to Maintain Accurate Payroll Records

FAC theory. The FAC alleges willful failure to maintain accurate and complete payroll records.

Legal character of the claim. A recordkeeping predicate often used to support PAGA penalties and to shift evidentiary inferences in wage disputes.

Key issues and disputes likely in litigation.

- What constitutes “accurate” records: particularly regarding breaks and off-clock work.
- Intent/willfulness: pleaded as willful/known, but often contested.

Settlement posture. Released as part of Covered Claims.

Claim Valuation: This is a derivative claim. Given the analysis above, Plaintiff valued this claim at approximately \$250,000.

9) Final Pay (Waiting Time / Timely Payment on Separation)

FAC theory. The FAC alleges former employees did not receive timely final wages, including unpaid overtime, minimum wages, break premiums, and accrued vacation.

Legal character of the claim. A timeliness-of-final-pay theory that is typically derivative of underlying unpaid wage components.

Key issues and disputes likely in litigation.

- Willfulness: whether any failure was willful versus a good faith dispute.
- Underlying wage entitlement: if the underlying wages are disputed, the final pay claim becomes heavily dependent on proving those wages.
- Termination facts: resignation vs discharge dates and payroll processing timelines.

Claim Valuation: This is a derivative claim. Given the analysis above, Plaintiff valued this claim at approximately \$100,000.

10) Expense Reimbursement (Business Expenses: Cell Phone/Data)

FAC theory. The FAC alleges employees were required to use personal cell phones and data plans for work (schedule checking, client communications) without reimbursement.

Legal character of the claim. A business expense reimbursement claim that can turn on whether the expense was “necessary,” whether a reimbursement policy existed, and whether employees incurred incremental costs.

Key issues and disputes likely in litigation.

- Necessity and scope: whether personal phone use was required, and to what extent.
- Measure of reimbursement: whether a reasonable percentage stipend suffices; whether incremental costs must be shown.
- Uniform policy vs individual usage: proof may vary significantly by role and location.

Claim Valuation: Given the analysis above, Plaintiff valued this claim at approximately \$100,000.

Summary of Claim Valuations:

Meal Period Violations	\$200,000
Rest Period Violations	\$200,000
Unpaid “Off-the-Clock” Work	\$50,000
Overtime Premiums	\$50,000
Minimum Wage	\$50,000
Paid Sick Leave	\$220,000
Wage Statement Deficiencies	\$250,000
Inaccurate Payroll Records	\$250,000
Final Pay/Waiting Time	\$100,000
Expense Reimbursement	\$100,000
Total	\$1,470,000

1 **Tentative Ruling:** 3. The parties should provide the average, high and low individual PAGA
2 payments.

3 **Response:** Because the settlement and related expenses, fees and costs have not yet been
4 approved, the net payment allocation to the aggrieved employees has not yet been finalized, and
5 therefore, the parties do not have the ability to provide accurate calculations of these numbers.
6 Additionally, because the settlement, and settlement administrator, have not yet been approved,
7 the parties have not yet submitted the employee data to the settlement administrator. The parties
8 rely on the settlement administrator to calculate what each employee is entitled to in terms of
9 PAGA penalties.

10 **Tentative Ruling:** 4. Plaintiff should state his total compensation to be received (excluding any
enhancement award and including for any individual claims).

11 **Response:** As above in response to Tentative Ruling #3, because the settlement has not yet been
12 approved and the net allocation to the aggrieved employees finalized, Plaintiff's individual PAGA
13 payment may not be accurately calculated. However, based on the preliminary numbers submitted
14 with Plaintiff's initial Motion for Approval of PAGA Settlement (which are likely to change
15 somewhat), the parties estimate that Plaintiff Austin Teffeteller's individual PAGA payment will
16 be approximately \$0.24 for working two pay periods in the Covered Period as a part-time
17 employee. Additionally, he will receive a payment of \$2,500.00 for the release of his individual
18 claims. This payment of \$2,500 is separate and apart from the Gross Settlement Amount ("GSA")
19 for the PAGA claims, and is not deducted from the GSA.

20 **Tentative Ruling:** 5. Copies of the LWDA notice letter(s) should be filed with the court.

21 **Response:** See Plaintiff's LWDA notice letters in Daugherty Suppl. Dec. at ¶ 4, Exhibit 2.

22 **Tentative Ruling:** 6. The settlement agreement states plaintiff's "Individual Settlement Amount"
23 of \$2,500 "is separate and apart from the PAGA settlement and resolves claims not present in the
24 Action." Settlement Agreement ¶ I.8; see also Settlement Agreement ¶ III.33 ("Individual
25 Settlement Amount" not included in items deducted from gross settlement amount). In plaintiff's
26 brief, however, \$2,500 appears to be deducted from the gross settlement amount for "Individual
27 Settlement Amount," as the "Total PAGA Penalties" in the chart on page 5 of the brief (ROA 56)
28 would otherwise be \$476,076.67 (not \$473,576.67, a difference of \$2,500). Brief (ROA 56) at 5
(chart); see also Proposed Order and Judgment (ROA 54) at 4:1-6 (stating that "service payment"
to plaintiff of \$2,500 will be deducted from gross settlement amount). Are the parties proposing to
deduct plaintiff's "Individual Settlement Amount" from the gross settlement amount? If so, the
court is unlikely to approve that deduction, as the settlement agreement states defendant has
agreed to pay plaintiff that amount "in exchange for a general release set forth in Paragraph 29
below." Settlement Agreement ¶ I.8. An enhancement award is not intended to serve as

consideration for the release of additional claims, but rather to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, in some circumstances, to recognize their willingness to act as a private attorney general. The court further notes that plaintiff has not submitted a declaration, and thus the court has no evidence before it on which to determine whether plaintiff has performed any work warranting any enhancement award. The court also notes that paragraph 39 of the settlement agreement, which is cited in paragraph I.8, appears unrelated to a general release.

Response: The parties are not proposing to deduct plaintiff's "Individual Settlement Amount" from the gross settlement amount. The parties have agreed that Plaintiff Austin Teffeteller will be paid \$2,500 which is separate and apart from the GSA. The Chart regarding the allocation of the GSA from page 5 of Plaintiff's brief should be changed as follows:

Purpose	Amount
Attorneys' Fees	Not to exceed \$234,934.50
Attorneys' Costs	Not to exceed \$ 8,529.24
PAGA Administrator	Not to exceed \$ 33,098.00
Total PAGA Penalties	Not less than \$506,553.26
LWDA Portion (75%)	Not less than \$379,914.95
Allegedly Aggrieved Employee Portion (25%)	Not less than \$126,638.32

Settlement Agreement ¶ I.8 has been amended to reflect the correct paragraph number for the Plaintiff's General Release of Claims, in paragraph 41(b)-(c). See Daugherty Suppl. Dec., paragraph 5, Exhibit 3.

Tentative Ruling: 7. The "Releasees" provision in paragraph I.10 of the settlement agreement is overbroad. It includes unrelated, ambiguous and/or unidentified third parties such as "agents, investors," "agents" (again), "heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and each of Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys, if any, and any individual or entity which could be jointly liable with Defendant."

Response: The Releasees provision in paragraph I.10 of the settlement agreement has been amended to delete the following terms, and reflects the language provided in the LA Superior Court Model PAGA Agreement, which includes directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates as releasees: "Defendant, each of Defendant's past, present, and future officers, directors, shareholders, members, owners, ~~agents, investors,~~ employees, agents, principals, ~~heirs, representatives, accountants, auditors, consultants,~~ insurers and reinsurers, and each of Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, ~~related~~

1 ~~companies~~, parents and attorneys, if any, and any individual or entity which could be ~~jointly~~ liable
2 as a joint-employer with Defendant.” See Daugherty Suppl. Dec., paragraph 5, Exhibit 3.

3
4 **Tentative Ruling:** 8. The following phrase should be removed from paragraph I.13: “or
5 Defendant shall have the option, in its sole and exclusive authority, to decide to end the Covered
6 Period on the date that is one calendar day prior to the date upon which the escalator clause will be
7 triggered.” The court will not approve a settlement that permits defendant to shorten the Covered
8 Period.

9
10 **Response:** Paragraph I.13 of the settlement agreement has been amended to delete the referenced
11 language. See Daugherty Suppl. Dec., paragraph 5, Exhibit 3.

12
13 **Tentative Ruling:** 9. Why are Full Time Pay Periods being valued at 5 times that of Part Time
14 Pay Periods, and why is the settlement payment calculated based on values of \$5 per Full Time
15 Pay Period and \$1 per Part Time Pay Period? See Settlement Agreement ¶ III.34(a) & n.1.

16
17 **Response:** Employee schedules are generally fixed based on their roles, many of which are part
18 time. The majority of part time employee pay periods usually consist of work shifts of 4 hours or
19 less. Consequently, for those shifts, there would typically be no required rest periods, no required
20 meal breaks, and no required overtime. As such, the potential violations are much more limited
21 for Part Time Pay Periods as compared to Full Time Pay Periods.

22
23 **Tentative Ruling:** 10. The “Release of Claims By . . . All Aggrieved Employees” provision in
24 paragraph IV.41(a) of the settlement agreement is overbroad, as is the “Covered Claims” provision
25 in paragraph I.12 referred to in paragraph IV.41(a). Releases for aggrieved employees other than
26 plaintiff should not release more than the civil penalties available under PAGA based on the facts
27 alleged in the operative complaint and the notice letter(s) to the LWDA.

28
29 **Response:** The Release of Claims By . . . All Aggrieved Employees” provision in paragraph
30 IV.41(a) of the settlement agreement and the “Covered Claims” provision in paragraph I.12
31 referred to in paragraph IV.41(a), have been amended to only release the civil penalties available
32 under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the
33 LWDA. See Daugherty Suppl. Dec., paragraph 5, Exhibit 3.

34
35 **Tentative Ruling:** 11. The effective date of the aggrieved employees’ release (“[u]pon the
36 approval by the Court and non-objection by the LWDA of this Agreement, effective on the
37 Effective Date”) should be revised, as the court will not require the aggrieved employees to release
38 their claims until defendant has fully funded all amounts owed under the settlement agreement.
39 See Settlement Agreement ¶¶ III.33 (defendant need not fund settlement until ten business days

1 after the Effective Date), VI.45.

2 **Response:** Paragraph IV.41(a) of the Settlement Agreement has been amended to reflect that the
3 aggrieved employees' release is effective upon the date Defendant has fully funded all amounts
4 owed under the Settlement Agreement. See Daugherty Suppl. Dec., paragraph 5, Exhibit 3.

5 **Tentative Ruling:** 12. Why will unclaimed funds be sent to the State of California Department of
6 Industrial Relations Unclaimed Wages Fund? Settlement Agreement ¶ VI.48. Is that entity
7 authorized to receive unclaimed settlement funds?

8 **Response:** Paragraph VI.48 of the Settlement Agreement has been amended to reflect that
9 unclaimed funds shall be sent to the California Controller's Unclaimed Property Fund in the name
10 of the Aggrieved Employee. See Daugherty Suppl. Dec., paragraph 5, Exhibit 3.

11 **Tentative Ruling:** 13. The parties should provide the settlement administrator's qualifications and
12 experience, including evidence that the settlement administrator has procedures in place to protect
13 the security of class data, and sufficient insurance in the event of a data breach or mishandling of
14 the settlement funds. The parties should also submit a copy of the settlement administrator's
15 invoice. The parties should explain why the settlement administrator's seemingly high bid
16 (\$36,000) is reasonable for this case.

17 **Response:** The parties selected Simpluris to be the settlement administrator because it is highly
18 qualified and experienced, and was the significantly lower of two bids obtained. Plaintiff's
19 counsel obtained a bid from Phoenix Settlement Administrators for \$42,950, and defense counsel
20 obtained a bid from Simpluris for \$33,098. (See Daugherty Suppl. Dec., paragraph 30, Exhibit 9
21 for a true and correct copy of the bids/invoices for each administrator.) The bulk of the costs for
22 both Phoenix and Simpluris come from the postage, printing and mailing checks and tax
23 documents for 20,326 aggrieved employees, a relatively large number of employees, which
24 accounts for the higher bids as compared to cases with lower numbers of employees. First class
25 US postage is currently \$0.78 for a 1 ounce letter.

26 Regarding qualifications and experience, the Simpluris website
27 (<https://www.simpluris.com/class-action-administration/>) explains that it has administered
28 approximately 10,000 class action cases, and has had more than 15 years of administration
experience. The website (<https://www.simpluris.com/our-approach/>) states the following
regarding data security:

1 As required by federal government enforcement agencies, Simpluris maintains
2 SOC 1 and SOC 2 compliance and conducts third-party audits on an annual basis.
3 These globally recognized attestations validate our commitment to critical security
4 standards to protect and secure client data. Simpluris' security practices also adhere
5 to the Federal Information Security Act (FISMA) and guidance from the National
6 Institute of Standards and Technology (NIST).

7 Simpluris has built an extensive data security ecosystem using proprietary software,
8 as well as industry best-of-breed technologies, to protect our customers, class
9 members, and business from the multitude of today's external security threats.
10 These efforts ensure that data is protected whether it's processed through case
11 websites, documents, emails, or any other transmission method. Our security
12 specialists are trained and staffed to monitor our systems, applications, and
13 networks 24/7 for any threats and are ready to respond at a moment's notice. To
14 report a potential risk or vulnerability,
15 visit <https://www.simpluris.com/securityreporting>.

16 **Tentative Ruling:** 14. Plaintiff's counsel seeks attorneys' fees totaling 33.3% of the gross
17 settlement amount. Absent unique circumstances, the court is unlikely to approve an attorneys'
18 fees award that exceeds 30% of the gross settlement amount. Plaintiff's counsel should address in
19 the supplemental filings whether any such unique circumstances exist here.

20 **Response:** Paragraphs III.33(a) and III.35 of the settlement agreement has been amended to seek
21 30% (\$234,934.50) of the gross settlement amount as attorneys fees. See Daugherty Suppl. Dec.,
22 paragraph 5, Exhibit 3.

23 **Tentative Ruling:** 15. Plaintiff's counsel must submit copies of time records, billing statements,
24 or other records contemporaneously documenting the work performed and time spent detailing the
25 specific tasks performed on the case, the time spent on each task, and the individual(s) who
26 performed the task.

27 **Response:** See Daugherty Suppl. Dec., paragraph 6, Exhibit 4 for a true and accurate copy of
28 time entries for this case, which document the work performed and time spent, detailing the
specific tasks performed on the case, the time spent on each task, and the individuals who
performed the task.

Tentative Ruling: 16. Plaintiff's counsel seeks litigation costs in the amount of \$8,529.24.
Plaintiff's counsel must submit an itemized list of incurred costs, together with invoices
substantiating any mediation or expert fees. Nonrecoverable items such as postage, mailing and
copying charges should not be included.

Response: See Daugherty Suppl. Dec., paragraph 7, Exhibit 5 for a true and accurate copy of the
list of litigation costs and mediation invoices.

Tentative Ruling: 17. Plaintiff's counsel must disclose whether counsel has any fee-splitting
arrangement with any other counsel, including the exact percentages, or confirm none exists.

1 **Response:** There is no fee-splitting agreement in this matter with any other counsel. See
2 Daugherty Suppl. Dec., paragraph 8.

3
4 **Tentative Ruling:** 18. The parties (plaintiff and defendant) should state in declarations filed with
5 the court whether, after making reasonable inquiry, they are aware of any class, representative or
6 other collective action in any other court that asserts claims similar to those asserted in the action
being settled. If any such actions are known to exist, the declaration(s) shall also state the name
and case number of any such case and the procedural statutes of the case, and describe the impact
of the settlement on that case.

7 **Response:** Plaintiff is aware of other representative actions filed against Defendant, which assert
8 similar claims to those claims asserted and settled in this action. See Daugherty Suppl. Dec.,
9 paragraph 9.

10 **Tentative Ruling:** 19. The notice letter should be revised consistent with the above.

11 **Response:** The notice letter has been revised consistent with the above. See Daugherty Suppl.
12 Dec., paragraph 10, Exhibit 6.

13
14 **Tentative Ruling:** 20. The notice letter should (i) provide an explanation of PAGA; (ii) describe
15 the factual allegations of the operative complaint; (iii) describe the scope of released claims; (iv)
16 state the gross settlement amount, net settlement amount, and the portions allocated to the LWDA
17 and the aggrieved employees; (v) explain how the individual payments will be calculated; (vi)
describe the recipient's responsibility for any taxes payable on the amount received; and (vii)
notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do
not cash their checks, they will be bound by the release.

18 **Response:** The notice letter has been revised to (i) provide an explanation of PAGA; (ii) describe
19 the factual allegations of the operative complaint; (iii) describe the scope of released claims; (iv)
20 state the gross settlement amount, net settlement amount, and the portions allocated to the LWDA
21 and the aggrieved employees; (v) explain how the individual payments will be calculated; (vi)
22 describe the recipient's responsibility for any taxes payable on the amount received; and (vii)
23 notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do
24 not cash their checks, they will be bound by the release. See Daugherty Suppl. Dec., paragraph
25 10, Exhibit 6.

26 **Tentative Ruling:** 21. The notice letter should use the same terms defined in the settlement
27 agreement (e.g., "Aggrieved Employees" not "Covered Employees").

28 **Response:** The notice letter has been revised to use the same terms defined in the settlement

1 agreement, including Aggrieved Employees instead of Covered Employees. See See Daugherty
2 Suppl. Dec., paragraph 10, Exhibit 6.

3
4 **Tentative Ruling:** 22. The second date in the last sentence of the second paragraph of section I is
5 inconsistent with paragraph I.6 of the settlement agreement.

6 **Response:** The notice letter has been revised to use the same date (October 18, 2025) as used in
7 paragraph I.6 of the settlement agreement. See Daugherty Suppl. Dec., paragraph 10, Exhibit 6.

8 **Tentative Ruling:** 23. The word “Plaintiffs” in the last sentence of the third paragraph of section I
9 should be “Plaintiff.”

10 **Response:** The notice letter has been revised to make this correction. See Daugherty Suppl. Dec.,
11 paragraph 10, Exhibit 6.

12 **Tentative Ruling:** 24. The release stated in section III is inconsistent with the release in the
13 settlement agreement which must, in any event, be revised as stated above.

14 **Response:** The notice letter has been revised to make this correction. See Daugherty Suppl. Dec.,
15 paragraph 10, Exhibit 6.

16 **Tentative Ruling:** 25. The last sentence of the third paragraph of section III should be replaced
17 with the following: “You cannot opt out of the settlement and you will be bound by the release
18 even if you do not cash your settlement check.”

19 **Response:** The notice letter has been revised to make this correction. See Daugherty Suppl. Dec.,
20 paragraph 10, Exhibit 6.

21 **Tentative Ruling:** 26. The settlement administrator identified in section IV of the notice letter
22 (Atticus Administration, LLC) is not the settlement administrator identified in paragraph I.19 of
the settlement agreement (Simpluris).

23 **Response:** The notice letter has been revised to make this correction. See Daugherty Suppl. Dec.,
24 paragraph 10, Exhibit 6.

25 **Tentative Ruling:** 27. The second paragraph of section IV of the notice letter duplicates part of
26 the second paragraph of section II. The duplicative information need only be stated once in the
27 notice letter. In addition, the entity to which unclaimed funds will sent differs in sections II and IV
of the notice letter.

28 **Response:** The notice letter has been revised to make this correction. See Daugherty Suppl. Dec.,

1 paragraph 10, Exhibit 6.

2
3 **Tentative Ruling:** 28. Will the settlement administrator maintain a website for this case? If so,
4 section IV of the notice letter should provide the URL for case website and identify the key case
documents (including the order and judgment) that will be posted on the website, and should state
that judgment will be posted on the settlement administrator's website for at least 180 days.

5 **Response:** No, the settlement administrator will not maintain a website for this case.

6 **Tentative Ruling:** 29. The notice letter should include plaintiff's counsel's name(s) and contact
7 information and state that aggrieved employees may contact plaintiff's counsel with any questions
about the case and the settlement.

8 **Response:** The notice letter has been revised to make this correction. See Daugherty Suppl. Dec.,
9 paragraph 10, Exhibit 6.

10 **Tentative Ruling:** 30. Should the notice letter be provided in any language other than English? If
11 so, a certified copy of the translated notice (together with an English language copy) should be
attached to the proposed order and judgment as an exhibit. As to the proposed order and judgment
(ROA 54):

12 **Response:** Plaintiff's understanding is that there is not a requirement to provide the notice letter
13 in any language other than English.

14
15 **Tentative Ruling:** 31. The proposed order and judgment should be revised consistent with the
above.

16 **Response:** The proposed order and judgment has been revised to make these corrections. See
17 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

18
19 **Tentative Ruling:** 32. The proposed order and judgment should not contain any footnotes.

20 **Response:** The proposed order and judgment has been revised to make these corrections. See
21 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

22
23 **Tentative Ruling:** 33. The settlement agreement and any amendments thereto and the notice letter
(in all languages) should be attached as exhibits to the proposed order and judgment.

24 **Response:** The proposed order and judgment has been revised to make these corrections. See
25 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

26
27 **Tentative Ruling:** 34. The proposed order and judgment should use the same defined terms used
28 in the settlement agreement (e.g., "Plaintiff" not "Named Plaintiff").

1 **Response:** The proposed order and judgment has been revised to make these corrections. See
2 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

3 **Tentative Ruling:** 35. The proposed order and judgment should state the gross settlement amount.

4 **Response:** The proposed order and judgment has been revised to make this correction. See
5 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

6
7 **Tentative Ruling:** 36. The proposed order and judgment should state the specific amount of
8 attorneys' fees to be deducted from the gross settlement amount.

9 **Response:** The proposed order and judgment has been revised to make this correction. See
10 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

11 **Tentative Ruling:** 37. The proposed order and judgment should state how notice of entry of the
12 judgment will be given to the aggrieved employees.

13 **Response:** The proposed order and judgment has been revised to describe that the Aggrieved
14 Employees will receive notice of entry of the Order and Judgment through the Notice Letter, sent
15 with their Individual PAGA Payments. See Daugherty Suppl. Dec., paragraph 10, Exhibit 6, and
16 paragraph 11, Exhibit 7.

17 **Tentative Ruling:** 38. The proposed order and judgment should state that the court orders the
18 parties and the settlement administrator to administer the settlement in accordance with the terms
19 of the settlement agreement.

20 **Response:** The proposed order and judgment has been revised to make this correction. See
21 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

22 **Tentative Ruling:** 39. The settlement administrator identified in the proposed order and judgment
23 (3:12, Atticus Administration, LLC) is not the settlement administrator identified in paragraph I.19
of the settlement agreement (Simpluris).

24 **Response:** The proposed order and judgment has been revised to make this correction. See
25 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

26 **Tentative Ruling:** 40. The proposed order and judgment should include a proposed date for the
27 final accounting hearing. The final accounting hearing should occur after the deadline to cash
28 checks has expired. The court holds final accounting hearings on Thursdays at 9:00 a.m. The
proposed order and judgment shall state that counsel shall submit a final administrator's report at

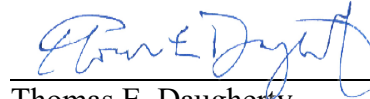
1 least 9 court days before the hearing addressing the status of the settlement administration,
2 including the actual amounts paid to the aggrieved employees and the other amounts distributed
under the settlement, including any uncashed checks.

3 **Response:** The proposed order and judgment has been revised to make this correction. See
4 Daugherty Suppl. Dec., paragraph 11, Exhibit 7.

6 KLINEDINST PC

7 DATED: June 11, 2026

By:



Thomas E. Daugherty
Attorneys for Plaintiff Austin Teffeteller

11 31054961.1

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Attorneys for Plaintiff AUSTIN TEFFETELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

AUSTIN TEFFETELLER, an individual,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC DBA LA
FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2024-01407578-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
THOMAS E. DAUGHERTY IN SUPPORT
OF MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: June 25, 2026
Time: 2:00 p.m.
Judge: Hon. Melissa R. McCormick
Dept. CX104

I, Thomas E. Daugherty, do hereby declare:

1. I am an attorney at law duly licensed to appear before all courts in the State of California and am a shareholder with Klinedinst PC, attorneys of record for Plaintiff AUSTIN TEFFETELLER, in the above-captioned action.

2. I have personal knowledge of the following facts and, if called upon as a witness, could competently testify thereto, except as to those matters which are explicitly set forth as based upon my information and belief and, as to such matters, I am informed and believe that they are true and correct.

///

///

///

1 3. Tentative Ruling: 1. Were the settlement agreement and motion papers submitted to
2 the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents
3 served on the LWDA, when plaintiff served the documents, and how service was effected.

4 Response: Yes, see the concurrently filed Proof of Service attached hereto as Exhibit 1.

5 4. My fellow Klinedinst PC shareholder, Gregory A. Garbacz, Esq., filed Plaintiff's
6 initial PAGA notice letter with the LWDA on April 11, 2024. I filed Plaintiff's amended PAGA
7 notice letter with the LWDA on August 8, 2025. A true and accurate copy of these letters are
8 attached hereto as Exhibit 2.

9 5. The parties have entered into a written AMENDMENT TO PAGA SETTLEMENT
10 AND RELEASE AGREEMENT. A true and correct copy of this AMENDMENT TO PAGA
11 SETTLEMENT AND RELEASE AGREEMENT is attached hereto as Exhibit 3.

12 6. Gregory Garbacz and I are the only billing employees of Klinedinst PC who has
13 worked on this case for Plaintiff. We record our time worked on this matter, and the specific tasks
14 performed, through our firm's time-keeping software, Aderant. A true and accurate copy of time
15 entries for this case, created and maintained in the ordinary course of business are attached as
16 Exhibit 4.

17 7. Klinedinst PC tracks its litigation costs for each separate matter, through the same
18 Aderant software. A true and correct list of the costs incurred in this matter, and the invoices for
19 the mediation attended in this matter are attached as Exhibit 5.

20 8. There is no fee-splitting agreement in this matter with any other counsel. All
21 attorneys' fees received by Plaintiff in this matter are for Klinedinst PC.

22 9. After making reasonable inquiry, and opposing the petition to consolidate multiple
23 actions against Defendant, I am aware of the following actions which I understand to assert PAGA
24 claims similar to those asserted and settled in this case:

25 a. *Stewart v. Fitness International, LLC*, Superior Court of California, County
26 of Los Angeles, Case No. 23STCV02020;

27 b. *Cisneros v. Fitness International, LLC*, Superior Court of California for the
28 County of Los Angeles, Case No. 24STCV03095;

- 1 c. Merino v. Fitness International, LLC, Superior Court of California, County
2 of Los Angeles, Case No. 24STCV05432;
- 3 d. Moore v. Fitness International, LLC, Superior Court of California, County
4 of San Bernadino, Case No. CIVSB2409107;
- 5 e. Nguyen v. Fitness International, LLC, Superior Court of California, County
6 of Orange, Case No. 30-2024-01421265-CU-OE-CXC;
- 7 f. Qadir v. Fitness International, LLC, Superior Court of California, County
8 of Alameda, Case No. 24CV103014;
- 9 g. Esparza v. Fitness International, LLC, Superior Court of California, County
10 of Alameda, Case No. 24CV093968.

11 In terms of the procedural status of these cases, my understanding is that, as of June 1,
12 2026, the *Stewart*, *Merino*, *Moore*, *Nguyen*, and *Qadir* matters have all been dismissed. If the
13 settlement in this case is approved, my understanding is that it would moot the PAGA
14 representative claims in the still-pending cases (*Cisneros* and *Esparza*) for the Covered Period of
15 November 23, 2021, through October 18, 2025 based on facts identical to the facts asserted in
16 Plaintiff's First Amended Complaint and LWDA notice letters, if applicable. This settlement
17 would not affect any non-PAGA claims, or PAGA claims based on different facts.

18 10. A true and correct copy of the revised PAGA Settlement Notice Letter, in both
19 redlined, and clean final form, are attached as Exhibit 6.

20 11. A true and correct copy of the revised [proposed] Order and Judgment, in both
21 redlined, and clean final form, are attached as Exhibit 7.

22 12. On approximately September 21, 2023, Defendant produced the personnel file,
23 time card data and payroll records regarding Plaintiff Austin Teffeteller, which included 113
24 pages of responsive documents.

25 13. Approximately eleven weeks before mediation, Defendant provided excel files
26 containing a substantial sampling of approximately 25MB of anonymized employee time card
27 data, and payroll records for 1,146 employees for the time period of 11/28/2021 through
28 7/27/2024.

1 14. This was a sample size of 17,959 pay periods, which was approximately 5.23% of
2 the total pay periods at issue.

3 15. Additionally, leading up to, during, and after mediation, Defendants provided
4 additional information and documents regarding employee pay practices, including the employee
5 handbook, various employee policies and detailed documentation of the time-keeping and payroll
6 process and procedures.

7 16. Through my investigation and analysis of the case, I learned that Defendant's
8 California fitness clubs employ a wide variety of employees, which include: Front Desk
9 employees, all of whom are part-time and work shifts of less than five hours. Each club has three
10 managers on site, each of whom is responsible for supervising a different department and reports
11 up to a district or regional supervisor: the General Manager (also known as Membership Director)
12 oversees the Membership (Sales) Department, the Operations Manager (also known as Club
13 Manager) oversees the operational functions performed by the Front Desk, Kids Club (a
14 babysitting service), and Janitorial Staff, and the Personal Training Director oversees the Personal
15 Trainers and Personal Training Counselors.

16 17. I also learned that LA Fitness also maintains robust wage and hour policies and
17 practices. The employee handbook provides compliant meal and rest break policies, and related
18 pay policies.

19 18. For example, see the "How to Punch In" document, produced by Defendant in
20 informal discovery, attached as Exhibit 8. Employees may log in at any time during work hours
21 and either verify their scheduled hours or edit them to properly reflect the time they started and
22 will stop working. This is entirely in the employee's control and they have unlimited access and
23 ability to input and submit any hours worked, whether as reflected on the initial schedule or if they
24 worked more (or less) than anticipated.

25 19. Based on this informal discovery, employees must verify their clocked hours a
26 second time during their next scheduled shift to affirm again that the hours recorded in the system,
27 as well as the meal period (if any), are correct and accurate, thereby enabling those employees to
28 have another opportunity to ensure their recorded work hours are correct and verify that what is

1 submitted for payment is exactly what the employee worked. The system does not allow an
2 employee to log in until they do, and they can once again edit their time if it is incorrect. In
3 practice, employees may routinely adjust and edit their time, and may add more time worked. The
4 timekeeping system always inures to the employee's benefit and vests complete control over the
5 hours worked in the employee's hands.

6 20. My assessment is that the claim that employees worked off the clock or worked
7 hours that were not paid, will be very difficult to prove, given the employees' ability to record and
8 correct clocked time completely unsupervised. No other employees, even supervisors, may edit
9 another employee's time. Nor do supervisors have to "approve" or review the submission of
10 additional time worked beyond that in the schedule.

11 21. Regarding meal breaks, I learned that if the system detects that an employee has
12 entered time sufficient to trigger a meal period, it will prompt the employee to confirm whether
13 they took the meal period, waived it (where permissible, as the lion's share of employees work 6-
14 hour shifts or less), or were unable to. If they were unable to take a meal break and did not waive
15 it, they automatically receive a premium payment and payment for the time worked. If there was a
16 late or short meal period clocked, the meal premium was paid. My assessment, for employees
17 who earned meal break premium pay during a pay period covered by a commission payment or
18 other additional non-discretionary compensation beyond their base hourly rate pay, is that the meal
19 break premium pay was calculated at the correct regular rate of pay.

20 22. As with the meal period premiums, Fitness International's payroll system is
21 programmed to automatically pay a split shift premium whenever one is calculated as being owed.
22 No approvals or authorizations are needed. Of approximately 142,339 work days in the sample,
23 13,798 split shift premiums were generated, for a rate of 9.69%. The system's calculation is based
24 on the total compensation each employee receives based on commissions, bonuses, and wages, so
25 that for many employees, they are not owed a split shift premium because their pay sufficiently
26 exceeded the minimum wage.

27 23. Employees may submit requests for reimbursement of necessary business expenses
28 through a link on the Company's intranet. The sample contains just over four thousand examples

1 of certain employees being reimbursed pursuant to company policy for managerial club employees
2 and certain other positions.

3 24. Regarding personal phone use, the company's policy is that employees are not
4 contacted after hours, are not expected to communicate with supervisors outside of work hours,
5 and are not permitted to use their personal mobile phones while at work.

6 25. As with meal period premium pay, my assessment is that overtime pay appears to
7 have been paid correctly, at the correct regular rate of pay. Approximately \$1,336,763 in overtime
8 wages was paid for the sample size, at an average of \$74.43 per pay period. Extrapolated to the
9 total Aggrieved Employees group, that is approximately \$25.5 million in paid overtime. Analysis
10 of unpaid overtime would require an individual-level inquiry with every employee, which raises
11 significant manageability issues.

12 26. Paid sick leave and the regular rate: there were a relatively small number of
13 violations in the sample size relating to paid sick leave not being paid at the correct regular rate of
14 pay: approximately 219 pay periods from the sample are at issue on the sick pay-regular rate
15 claim (i.e., 2,190 as extrapolated to the entire Aggrieved Employee group.

16 27. My understanding and belief is that the sick pay and regular rate issue was fixed:
17 Defendant acknowledges that there was an inadvertent error with respect to calculation of the
18 regular rate for sick pay only. However, that issue has been corrected already and outside of
19 litigation. This was a limited issue due to the limited allotment and use of required sick days,
20 because it only impacted those who took sick time *and* earned some other form of compensation
21 beyond their base hourly rate in the same pay period, and will not continue to accrue in terms of
22 additional pay periods.

23 28. Due to the large number of aggrieved employees in the PAGA group, and the
24 different groups of employee roles in different LA Fitness clubs who report to different
25 supervisors and who have different daily duties, and the extremely individualized decisions
26 regarding meal and rest breaks, there would be difficulty proving significant Aggrieved
27 Employee-wide allegations of Labor Code violations, which raised serious manageability concerns
28 should the matters progress to trial.

29. Here is a summary of some of the employee data provided by Defendants:

Hours worked	Sample Size	PAGA	Rates	
Unique Days	144,741	2,766,053		
Days 4 hours or less	44,148	843,684	30.50%	
Days less than 6 hours	59,537	1,137,774	41.13%	
Days over 8 hours	29,623	566,106	\$ 45.13	per OT shift

	Sample Size	PAGA group	Sample %	Rates	
Pay Periods	17,959	343,203	5%		
Pay Periods with Meal Premium paid	1,650	31,532	5%	9.19%	
Total Meal Premiums paid	3,324	63,523	5%		
Pay Periods with OT worked and paid	6,572	125,593	5%	36.59%	
Total OT	\$1,336,763	\$25,546,038	5%	\$ 74.43	per pay period

30. The parties selected Simpluris to be the settlement administrator because it is highly qualified and experienced, and was the significantly lower of two bids obtained. I obtained a bid from Phoenix Settlement Administrators for \$42,950, and defense counsel obtained a bid from Simpluris for \$33,098. A true and correct copy of the bids received from Phoenix Settlement Administrators and from Simpluris are attached as **Exhibit 9**. The bulk of the costs for both Phoenix and Simpluris come from the postage, printing and mailing checks and tax documents for 20,326 aggrieved employees, a relatively large number of employees, which accounts for the higher bids as compared to cases with lower numbers of employees. First class US postage is currently \$0.78 for a 1 ounce letter.

31. Regarding qualifications and experience, the Simpluris website (<https://www.simpluris.com/class-action-administration/>) explains that it has administered approximately 10,000 class action cases, and has had more than 15 years of administration experience. The website (<https://www.simpluris.com/our-approach/>) states the following regarding data security:

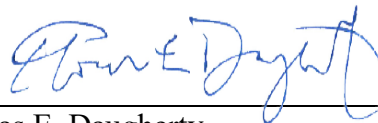
1 As required by federal government enforcement agencies, Simpluris maintains
2 SOC 1 and SOC 2 compliance and conducts third-party audits on an annual basis.
3 These globally recognized attestations validate our commitment to critical security
4 standards to protect and secure client data. Simpluris' security practices also adhere
5 to the Federal Information Security Act (FISMA) and guidance from the National
6 Institute of Standards and Technology (NIST).

7 Simpluris has built an extensive data security ecosystem using proprietary software,
8 as well as industry best-of-breed technologies, to protect our customers, class
9 members, and business from the multitude of today's external security threats.
10 These efforts ensure that data is protected whether it's processed through case
11 websites, documents, emails, or any other transmission method. Our security
12 specialists are trained and staffed to monitor our systems, applications, and
13 networks 24/7 for any threats and are ready to respond at a moment's notice. To
14 report a potential risk or vulnerability,
15 visit <https://www.simpluris.com/securityreporting>.

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

18 Executed on this 11th day of June, 2026, at San Diego, California.

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Thomas E. Daugherty

31055021.1

Exhibit 1

Thomas E. Daugherty, Bar No. 269063
KLINEDINST PC
501 West Broadway, Suite 1100
San Diego, California 92101
(619) 400-8000/FAX (619) 238-8707
tdaugherty@klinedinstlaw.com

Attorneys for Plaintiff AUSTIN TEFFETELLER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

AUSTIN TEFFETELLER, an individual,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC DBA LA
FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2024-01407578-CU-OE-CXC

PROOF OF SERVICE

Judge: Hon. Melissa R. McCormick
Dept. CX104

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 501 West Broadway, Suite 1100, San Diego, CA 92101.

On June 6, 2026, I served true copies of the following document(s) described as

- **PAGA SETTLEMENT AGREEMENT (FULLY EXECUTED)**
- **NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **DECLARATION OF THOMAS E. DAUGHERTY IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AND ENTERING JUDGMENT**

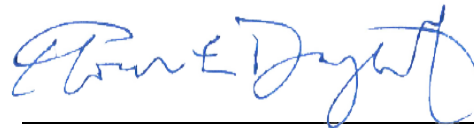
on the interested parties in this action as follows:

Labor And Workforce Development Agency	
--	--

1 **BY ELECTRONIC SERVICE:** Complying with Code of Civil Procedure section
2 1010.6, my electronic business address is tdaugherty@klinedinstlaw.com and I caused such
3 document(s) to be electronically served through the Labor And Workforce Development Agency
4 portal located at [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
5 [General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html) for the above-entitled case to those parties on the Service List maintained on its
6 website for this case. The file transmission was reported as complete and a copy of the
7 Filing/Service Receipt will be maintained with the original document(s) in our office.

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

10 Executed on June 11, 2026, at San Diego, California.

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12 _____
13 Thomas Daugherty

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Exhibit 2

April 11, 2024

VIA ONLINE SUBMISSION & U.S. MAIL

California Labor and Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Via Certified & U.S. MAIL

Robert Bryant
SVP Legal
Fitness International, LLC dba LA Fitness
3161 Michelson Drive, #600
Irvine, CA 92612

**Re: *Austin Teffeteller/Fitness International, LLC dba LA Fitness*
Notice of Labor Code Violations Pursuant to California Labor Code Private
Attorney Generals Act of 2004 (Labor Code 2699, *et. seq.*)**

Dear Sir or Madam:

This office serves as legal counsel for Austin Teffeteller with respect to his claims against LA fitness, his former employer Fitness International, LLC dba LA Fitness (hereafter “Employer”).

In accordance with California’s Private Attorneys General Act of 2004, as codified in Labor Code section 2698, *et. seq* (hereafter “PAGA”), Mr. Teffeteller hereby provides notice regarding Employer’s violations of numerous provisions of the California Labor Code and his intent to seek recovery of statutory penalties consistent with California Labor Code section 2699.5. Mr. Teffeteller provides further notice that he, on behalf of himself, and all similarly aggrieved current and former non-exempt employees of Employer, intends to utilize the protections and remedies afforded by PAGA.

Mr. Teffeteller was engaged as a non-exempt employee between 2019 and April 2023 by Employer and suffered one or more violations of the California Labor Code and therefore is an aggrieved employee within the meaning of California Labor Code section 2699(c). Employer has previously employed Mr. Teffeteller in the state of California as a Personal Trainer (“Trainer”). Mr. Teffeteller worked for Employer at the Corona, Lake Elsinore, and/or Norco locations. The other similarly aggrieved employees also hold and have held nonexempt positions with Employer at the same location and/or other various locations throughout California. These other facilities of Employer use common systems, policies and practices such that the nonexempt employees working therein suffered the same Labor Code violations as Mr. Teffeteller.

Mr. Teffeteller contends that Employer maintained and uniformly applied a companywide policy and/or practice that promotes off the clock work for its nonexempt employees, including the Trainers. This practice includes knowingly encouraging, aggrieved employees not to accurately record their actual time worked so that the Company can avoid paying all of the wages associated with its business model and improve its profitability at the expense of the nonexempt employees. Specifically, with regard to nonexempt employees, the Company encourages its nonexempt employees to not record all of their time worked, including: when the employee actually works but cannot train a customer due to a consumer cancellation; requiring the employee to work time off the clock both before and/or after a training session with a customer but not paying them for all of that time; requiring them to have unpaid “downtime” in between various customer training sessions that the Company schedules; and/or requiring the employee to frequently check their schedules in off hours without compensation to determine client training sessions that the Company has scheduled for them. These practices also require the nonexempt employees to remain under the Company’s control and available during various off hours so that the Company can meet the changing needs of its customer base relative to the scheduling of training sessions. As such, these activities involve compensable time but the employees are not paid for all of this time worked and/or under the employer’s control. While the Company has some written policies which instruct nonexempt employees not to work off the clock, the Company’s actual practices intentionally and systemically differs from these policies and actually encourages and/or pressures the employees to disregard these policies and/or punishes them if they record total time worked and/or request pay for customer cancellations of training sessions and other total time worked.

As a result of these illegal pay practices, Mr. Teffeteller and all other similarly situated current and former nonexempt employees were not properly paid for all hours worked and/or overtime compensation for overtime hours worked in violation of various Labor Code sections including but not limited to sections: 201-204, 210, 510, 558, 1194, 1197, 1197.1, 1198 and/or 1199. During the relevant time, Employer also failed and refused to fully compensate other similarly aggrieved current and former employees at a rate of not less than one and a half times the regular rate of pay for all overtime hours worked. Employer also failed to pay Mr. Teffeteller and all other similarly aggrieved current and former employees for all time that they were on duty, working, and/or under the control of the Employer. As a result, Mr. Teffeteller and all other similarly aggrieved current and former employees were not paid wages for the actual time that they worked and were not paid all of the wages they were owed.

Mr. Teffeteller and all other similar aggrieved current and former nonexempt employees were not provided complete and accurate itemized wage statements. The deficiencies with the wage statements include, without limitation: the failure to include the accurate total hours worked; accurate gross, and net wages earned; overtime compensation; bonuses and commissions; and other information required by California Labor Code section 226(a). As a result of defense violation of Labor Code section 226, Mr. Teffeteller and/or all other aggrieved current and former employees have suffered injuries and damages, including: confusion over

whether they received all wages earned and owed to them; difficulty and expense involved in reconstructing pay records and forcing them to make mathematical computations to analyze. whether the wages paid properly compensated them for all of their hours actually worked. Additionally, Mr. Teffeteller and all similar aggrieved current and former employees have been injured by Employer's intentional, multiple violations of the California Labor Code section 226(a), because they were denied both the legal right to receive and protect interest in receiving accurate and itemized wage statements pursuant to California Labor Code section 226(a).

With respect to reimbursement of their reasonable business expenses, Mr. Teffeteller and all other similarly aggrieved current and former employees were not reimbursed, or not fully and fairly reimbursed, for all of their business expenses they incurred in violation of the California Labor Code sections 2800 and 2802. Pursuant to California Labor Code sections, 2800 and 2802, an employer must indemnify and/or reimburse employees for all necessary, expenditures incurred by the employee indirect consequence of the discharge of his or her job duties or direct consequence of his or her obedience to the directions of the employer. These Labor Code sections were violated at relevant times due to Company-wide policy requiring Mr. Teller and all other aggrieved current former employees of Employer to use their personal phone/data plans for the performance of their job duties. Specifically, nonexempt employees are required to use their cell phones in order to determine their schedules for customer training sessions in off hours. As a result,, Mr. Teffeteller, and all other similar grief current employees and were forced to incur data charges that have not been reimbursed by Employer.

Additionally, pursuant to *Murphy v Kenneth Cole Productions Inc.* (2007) 40 Cal.4th 1094, 1111–1112, California employers that cancel an employee's shift must compensate nonexempt employees for a minimum work day. However, Employer has a systemic practice of not paying reporting time pay or discouraging the payment of those wages when employees work a shift of less than four hours due to customer cancellations or other reasons beyond the employee's control. Reporting time is a form of wages that compensate employees for shifts they are scheduled to report to work, but who are not put to work or furnish with less than half of their or scheduled days' work because of inadequate scheduling, or lack of proper notice by the employer, or other business. These practices violate Labor Code sections 201-204, 221, 223, 558, 1197, and applicable wage orders and/or various state regulations. Accordingly, Mr. Teffeteller intends to bring a private civil action against Employer pursuant to PAGA for Employers violations of the California Labor Code. In his action, Mr. Teffeteller will see pies and other relief provided under PAGA on behalf of himself and all other past and current employees similarly agreed.

With regard to Labor Code section 203, Employer has failed to timely pay the nonexempt employees their full and final wages, including due to the failure to properly track their time worked and to pay all of the time worked.

California and Labor Workforce Development Agency
Robert Bryant
Re: Teffeteller/LA Fitness
April 11, 2024
Page 4

Mr. Teffeteller and the similarly aggrieved employees also provide notice of their intention to pursue claims pursuant to Labor Code sections 245 and 2810.5 regarding the failure to comply with California's paid sick leave laws.

Lastly, with respect to compliance with Labor Code section 226.7 and 512, Employer has a practice of discouraging employees to take their rest and/or meal breaks in compliance with California law and fails to pay the meal and/or rest break premiums as required where the meal and/or rest break is not provided.

In conclusion, we look forward to your investigation of these issues and stand ready to assist in that investigation if you undertake it. Alternatively, if the LWDA does not pursue these claims within the statutory review period, Mr. Teffeteller intends to pursue these claims on behalf of himself and the other aggrieved nonexempt employees worked during the PAGA period.

Please direct all communications in this matter to my office as follows:

Greg A. Garbacz, Esq.
Tom Daugherty, Esq.
KLINEDINST PC
501 West Broadway, Suite 600
San Diego, CA 92101
619/400-8000

Very truly yours,

KLINEDINST PC



GREG A. GARBACZ

GAG:cml

August 8, 2025

SUBMITTED ONLINE at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

**Email Delivery to Counsel for *dba LA Fitness*
*Fitness International, LLC***

Jeffrey David <jdavid@calljensen.com>;
Julie Trotter <jtrotter@calljensen.com>

**Re: Amended PAGA Notice – Case Number LWDA-CM-1021746-24
Austin Teffeteller/Fitness International, LLC dba LA Fitness
Our File No.: 5919-2001**

Dear LWDA:

This office serves as legal counsel for Austin Teffeteller with respect to his claims Fitness International, LLC dba LA Fitness (hereafter "Employer").

In accordance with California's Private Attorneys General Act of 2004, as codified in Labor Code section 2698, et. seq (hereafter "PAGA"), Mr. Teffeteller hereby provides this amended notice regarding Employer's violations of numerous provisions of the California Labor Code and his intent to seek recovery of statutory penalties consistent with California Labor Code section 2699.5. Mr. Teffeteller provides further notice that he, on behalf of himself, and all similarly aggrieved current and former non-exempt employees of Employer, intends to utilize the protections and remedies afforded by PAGA.

Mr. Teffeteller was engaged as a non-exempt employee between 2019 and April 2023 by Employer and suffered one or more violations of the California Labor Code and therefore is an aggrieved employee within the meaning of California Labor Code section 2699(c). Employer has previously employed Mr. Teffeteller in the state of California as a Personal Trainer ("Trainer"). Mr. Teffeteller worked for Employer at the Corona, Lake Elsinore, and/or Norco locations. The other similarly aggrieved employees also hold and have held nonexempt positions with Employer at the same location and/or other various locations throughout California. These other facilities of Employer use common systems, policies and practices such that the nonexempt employees working therein suffered the same Labor Code violations as Mr. Teffeteller.

Mr. Teffeteller contends that Employer maintained and uniformly applied a companywide policy and/or practice that promotes off-the-clock work for its nonexempt employees, including the Trainers. This practice includes knowingly encouraging, aggrieved employees not to accurately record their actual time worked so that the Company can avoid paying all of the wages associated with its business model and improve its profitability at the expense of the nonexempt employees. Specifically, with regard to nonexempt employees, the Employer encourages its nonexempt employees to not record all of their time worked, including: when the employee actually works but cannot train a customer due to a customer cancellation; requiring the employee to work time off the clock both before and/or after a training session with a customer but not paying them for all of that time; requiring them to have unpaid "downtime" in between various customer training sessions that the Employer schedules; and/or requiring the employee to frequently check their schedules in off hours without compensation to determine client training sessions that the Employer has scheduled for them. The Employer also required nonexempt employees to spend time working before clocking in and after clocking, by, among other things, responding to text messages before and after their shifts or other off the clock activities, and rounding hours worked to the nearest quarter hour. These practices also require the nonexempt employees to remain under the Employer's control and available during various off hours so that the Employer can meet the changing needs of its customer base relative to the scheduling of training sessions. As such, these activities involve compensable time but the employees are not paid for all of this time worked and/or under the employer's control. While the Employer has some written policies which instruct nonexempt employees not to work off the clock, the Employer's actual practices intentionally and systemically differ from these policies and actually encourages and/or pressures the employees to disregard these policies, punishes them if they record total time worked, request pay for total time worked, or, for personal trainers request pay for customer cancellations of training sessions. The Employer also failed to properly factor in bonus, commissions, and other non-base hourly wages for purposes of determining the regular rate of pay for meal and rest period premiums, overtime wages, vacation wages, and sick pay wages. The Employer also engaged in improper rounding of nonexempt employees' time records.

As a result of these illegal pay practices, Mr. Teffeteller and all other similarly situated current and former nonexempt employees were not properly paid for all hours worked and/or overtime compensation for overtime hours worked in violation of various Labor Code sections including but not limited to sections: 201-204, 210, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and/or 1199, and the applicable IWC Wage Orders. During the relevant time, Employer also failed and refused to fully compensate other similarly aggrieved current and former employees at a rate of not less than one and a half times the regular rate of pay for all overtime hours worked. Employer also failed to pay Mr. Teffeteller and all other similarly aggrieved current and former employees for all time that they were on duty, working, and/or under the control of the Employer. As a result, Mr. Teffeteller and all other similarly aggrieved current and former employees were not paid wages for the actual time that they worked and were

not paid all of the wages they were owed. They were also not properly compensated for earned vacation in violation of Labor Code sections 203 and 227.3.

Employer further violated California law by failing to pay split shift premiums to aggrieved non-exempt employees, including Personal Trainers, who were regularly scheduled for multiple shifts within the same workday separated by significant unpaid time. These split shifts often resulted in total daily compensation falling below the minimum wage plus one additional hour at the state minimum wage, yet Employer did not pay the required premium. This practice violates Industrial Welfare Commission Wage Order No. 4-2001, Section 4(C), and Labor Code section 1197. Aggrieved employees were frequently required to report to work for client sessions in the morning, then return for additional sessions later in the day, with no compensation for the extended breaks between shifts.

Mr. Teffeteller and all other similar aggrieved current and former nonexempt employees were not provided complete and accurate itemized wage statements. The deficiencies with the wage statements include, without limitation: the failure to include the accurate total hours worked; accurate gross, and net wages earned; overtime compensation; bonuses and commissions; regular rate of pay and other information required by California Labor Code section 226(a). As a result of violation of Labor Code sections 226 and 226.3, Mr. Teffeteller and/or all other aggrieved current and former employees have suffered injuries and damages, including: confusion over whether they received all wages earned and owed to them; difficulty and expense involved in reconstructing pay records and forcing them to make mathematical computations to analyze whether the wages paid properly compensated them for all of their hours actually worked.

Additionally, Mr. Teffeteller and all similar aggrieved current and former employees have been injured by Employer's intentional, multiple violations of the California Labor Code section 226(a), because they were denied both the legal right to receive and protect interest in receiving accurate and itemized wage statements pursuant to California Labor Code section 226(a).

Employer also failed to maintain accurate records showing the correct start and stop time of meal periods since it automatically clocked out Mr. Teffeteller and all other similar aggrieved current and former nonexempt employees regardless of if they took the meal period or not in violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 1198, and IWC Wage Order 4-2001.

With respect to reimbursement of their reasonable business expenses, Mr. Teffeteller and all other similarly aggrieved current and former employees were not reimbursed, or not fully and fairly reimbursed, for all of their business expenses they incurred in violation of the California Labor Code sections 2800 and 2802. Pursuant to California Labor Code sections, 2800 and 2802, an employer must indemnify and/or reimburse employees for all necessary, expenditures incurred by the employee indirect consequence of the discharge of his or her job duties or direct

consequence of his or her obedience to the directions of the employer. These Labor Code sections were violated at relevant times due to Company-wide policy requiring Mr. Teller and all other aggrieved current former employees of Employer to use their personal phone/data plans for the performance of their job duties. Specifically, nonexempt employees are required to use their cell phones in order to determine their schedules for customer training sessions in off hours. As a result,, Mr. Teffeteller, and all other similar aggrieved current employees and were forced to incur data charges that have not been reimbursed by Employer.

Additionally, pursuant to *Murphy v Kenneth Cole Productions Inc.* (2007) 40 Cal.4th 1094, 1111-1112, California employers that cancel an employee's shift must compensate nonexempt employees for a minimum work day. However, Employer has a systemic practice of not paying reporting time pay or discouraging the payment of those wages when employees work a shift of less than four hours due to customer cancellations or other reasons beyond the employee's control. Reporting time is a form of wages that compensate employees for shifts they are scheduled to report to work, but who are not put to work or furnish with less than half of their or scheduled days' work because of inadequate scheduling, or lack of proper notice by the employer, or other business. These practices violate Labor Code sections 201-204, 221,223, 558, 1197, and applicable wage orders and/or various state regulations. Accordingly, Mr.

Teffeteller intends to bring a private civil action against Employer pursuant to PAGA for Employers violations of the California Labor Code. In his action, Mr. Teffeteller will seek fees and other relief provided under PAGA on behalf of himself and all other past and current employees similarly agreed.

With regard to Labor Code section 203, Employer has failed to timely pay the nonexempt employees their full and final wages, including due to the failure to properly track their time worked and to pay all of the time worked. Employer's failure is a violation of Labor Code §§ 201, 202, and 203.

Mr. Teffeteller and the similarly aggrieved employees also provide notice of their intention to pursue claims pursuant to Labor Code sections 245 and 2810.5 regarding the failure to comply with California's paid sick leave laws.

Lastly, Employer failed to provide meal periods or pay correct premium wages to employees denied meal periods in violation of Labor Code §§ 226.7, 512, 516, and 558, and IWC Wage Order No. 4-2001 after they were denied a timely, uninterrupted 30 minute meal period for every shift that exceeded five hours or a second, timely, uninterrupted 30 minute meal period for every shift that exceeded ten hours in violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194, and IWC Wage Order 4-2001, including because their location was short staffed or they were encouraged to focus on sales or discouraged from taking their meal periods.. Employer failed to authorize and permit a ten (10) minute rest period for each four (4) hour work period or major fraction thereof and failed to pay premiums for missed rest breaks at

all and/or at the regular rate of pay in violation of Labor Code §§ 226.7, 516, and 558, and IWC Wage Order 4-2001.

Plaintiffs are informed and believe that the stated violations are ongoing, systematic and uniform. Plaintiffs intend to bring an action against Defendant under the PAGA to recover wages and penalties as provided by California law.¹

In conclusion, we look forward to your investigation of these issues and stand ready to assist in that investigation if you undertake it. Alternatively, if the LWDA does not pursue these claims within the statutory review period, Mr. Teffeteller intends to pursue these claims on behalf of himself and the other aggrieved nonexempt employees worked during the PAGA period.

¹ Without limitation, Plaintiffs, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes each of the following, as is set forth in Labor Code § 2699.5, which states: The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

California Labor and Workforce Development Agency

Re: Amended PAGA Notice

August 8, 2025

Page 6

Very truly yours,

KLINEDINST PC

A handwritten signature in blue ink, appearing to read "Thomas E. Daugherty". The signature is fluid and cursive, with a large, stylized initial "T" and "D".

THOMAS E. DAUGHERTY

Exhibit 3

AMENDMENT TO PAGA SETTLEMENT AND RELEASE AGREEMENT

This Amendment to Private Attorneys General Act Settlement Agreement and Release ("Amendment") is entered into as of June 11, 2026, by and between Plaintiff/Aggrieved Employee AUSTIN TEFFETELLER ("Plaintiff"), individually and on behalf of the State of California and all other aggrieved employees, on the one hand, and FITNESS INTERNATIONAL, LLC ("Defendant"), on the other hand (collectively, the "Parties").

Recitals:

WHEREAS, the Parties previously entered into that certain Private Attorneys General Act Settlement Agreement and Release on approximately December 19, 2025 (the "Settlement Agreement"); and

WHEREAS, the Parties desire to amend certain provisions of the Settlement Agreement on the terms and conditions set forth herein, without otherwise modifying the remaining provisions of the Settlement Agreement; and

WHEREAS, except as expressly set forth in this Amendment, the Settlement Agreement shall remain in full force and effect according to its existing terms.

Amendment clause:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Settlement Agreement is hereby amended as expressly set forth below.
2. The specific provisions identified in this Amendment shall be modified, replaced, or supplemented as stated herein. For convenience, the amended provisions may be set forth by section number and title only, and the Parties acknowledge and agree that this Amendment does not restate the Settlement Agreement in its entirety.

3. Except as expressly amended by this Amendment, all terms, conditions, definitions, releases, and obligations contained in the Settlement Agreement remain unchanged and are hereby ratified and confirmed in all respects.
4. In the event of any conflict between this Amendment and the Settlement Agreement, the terms of this Amendment shall control.

Section I, Paragraph 8 of the Settlement Agreement is amended to reflect the following:

8. “Plaintiff Individual Settlement Amount” means \$2,500.00, less deductions and other authorized payroll withholdings, and is the amount Defendant agrees to pay to Plaintiff under the Settlement in exchange for a general release set forth in Paragraph 41(b)-(c) below. The Plaintiff Individual Settlement Amount shall be allocated as follows: \$2,500 to damages and penalties to be paid to Plaintiff. The employer’s share of payroll taxes shall not be paid from the Individual Settlement Amount and shall remain the sole responsibility of Defendant Fitness International, LLC. This payment is contingent upon Court approval of the PAGA settlement. Plaintiff shall receive an IRS Form W-2 for the portion of the settlement allocated to wages and an IRS Form 1099 for the portion of the settlement allocated to penalties. The Plaintiff Individual Settlement Amount is separate and apart from the PAGA settlement and resolves claims not present in the Action.

Section I, Paragraph 10 of the Settlement Agreement is amended to reflect the following:

10. “Releasees” shall refer to Defendant, each of Defendant’s past, present, and future officers, directors, shareholders, members, owners, employees, agents, principals, insurers and each of Defendant’s respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable as a joint-employer with Defendant.

Section I, Paragraph 12 of the Settlement Agreement is amended to reflect the following:

12. “Covered Claims” means any claims for civil penalties available under the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code Section 2698 *et seq.*, that were made, or could have been made, based on or arising out of the facts alleged in the First Amended Complaint and the notice letters filed by Plaintiff with the LWDA.

Section I, Paragraph 13 of the Settlement Agreement is amended to reflect the following:

13. “Aggrieved Employees” shall mean all current and former hourly, non-exempt employees of Defendant who worked for Defendant in California for any portion of time during the Covered Period, excluding current and former hourly, non-exempt Aerobics/Pilates/HIIT Instructors/Coaches, Sports Directors, Referees, employees based in the corporate office in Irvine, CA, Security, and Equipment Repair Technician employees. As of the date of this Agreement, there are approximately 20,947 Aggrieved Employees and 343,203 Eligible Pay Periods. If the amount of Eligible Pay Periods during the Covered Period is determined to be more than 15% higher than this estimate, the Gross Settlement Amount shall be increased proportionally by the amount of pay periods over the 15% increase.

Section III, Paragraph 33(a) of the Settlement Agreement is amended to reflect the following:

33. The Amount of Settlement. As consideration for the Settlement described herein and the release contained in this Agreement, Defendant agrees to pay a total settlement of \$783,115.00 (“Settlement Payment”), which is due from Defendant to be paid to the Claims Administrator within ten business days after the Effective Date. The Settlement Payment will be allocated as follows:

- a) PAGA Counsel’s request for attorney fees in an amount/percentage not exceeding \$234,934.50 and subject to Court Approval;

Section III, Paragraph 35 of the Settlement Agreement is amended to reflect the following:

35. PAGA Counsel’s Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request Court approval of up to thirty percent (30%) of the Settlement Payment in attorneys’ fees and costs. PAGA Counsel will request cost reimbursement in the amount of up to \$10,000.00 for actual costs incurred by PAGA Counsel. If the Court approves a lesser amount for attorneys’ fees and/or costs, the difference shall be allocated to the PAGA Penalties and distributed pro rata as part of the Individual Settlement Payment. PAGA Counsel Fees & Costs shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Covered Claims and all work remaining to be performed in fully and finally resolving the litigation of Covered Claims and the Action, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any

post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur in connection with the Action or litigation of the Covered Claims. Defendant agrees not to oppose the request for PAGA Counsel Fees & Costs in the amounts listed herein, or in lesser amounts.

Section IV, Paragraph 41(a) of the Settlement Agreement is amended to reflect the following:

41. Release of Claims:

a. Release of Claims By Plaintiff and All Aggrieved Employees. Upon the approval by the Court and non-objection by the LWDA of this Agreement, effective upon the date Defendant has fully funded all amounts owed under the Settlement Agreement, Plaintiff and each Aggrieved Employee, shall, for the Covered Period, fully and forever release and discharge Defendant and the Releasees from any and all Covered Claims.

Section IV, Paragraph 48 of the Settlement Agreement is amended to reflect the following:

Individual Settlement Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the Claims Administrator will send the uncashed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash his or her check.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT
AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE,
KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____


austin teffeteller (Jun 11, 2026 11:11:22 PDT)

Austin Teffeteller, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

FITNESS INTERNATIONAL LLC,
a California Corporation

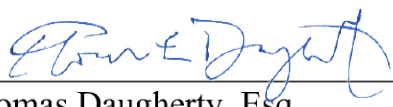
By: _____

Title & Name: _____

APPROVED AS TO FORM ONLY:

DATED: June 11, 2026

KLINEDINST PC

By: 
Thomas Daugherty, Esq.
Attorney for Plaintiff Austin Teffeteller

DATED: _____

CALL & JENSEN, APC

By: _____
Julie Trotter, Esq.
Attorney for Defendant FITNESS
INTERNATIONAL, LLC

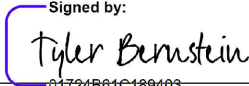
THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT
AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE,
KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____

Austin Teffeteller, for himself and as a
Representative of other Aggrieved Employees

DATED: 6/11/2026

FITNESS INTERNATIONAL LLC,
a California Corporation

By:  _____
Signed by:
01724B61C189403...

Title & Name: Tyler Bernstein, SVP Legal

APPROVED AS TO FORM ONLY:

DATED: _____

KLINEDINST PC

By: _____
Thomas Daugherty, Esq.
Attorney for Plaintiff Austin Teffeteller

DATED: 6/11/2026

CALL & JENSEN, APC

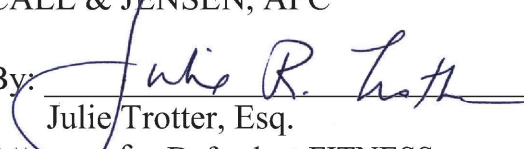
By:  _____
Julie Trotter, Esq.
Attorney for Defendant FITNESS
INTERNATIONAL, LLC

Exhibit 4

Teffeteller v. Fitness International GAG = Gregory Garbacz; TED=Thomas Daugherty

Attorney	Date	Hours	Narrative
TED	2/28/2026	0.30	Additional exchange of emails with Jeff David re: discussion of motion for approval.
TED	2/26/2026	0.80	Review and analysis of tentative ruling re: motion for approval of PAGA settlement, and related email exchange with Jeffrey David.
TED	2/20/2026	0.20	Review and analysis of order from court re: status hearing and motion for approval of settlement, and related preparation for hearing.
TED	2/20/2026	0.30	Review and analysis of minute order from court.
TED	2/10/2026	1.60	Review and analysis of briefing re: plaintiff's ex parte to interview, in preparation for hearing, and then the court's ruling, denying the application and taking the hearing off calendar.
TED	2/9/2026	4.40	Draft opposition to plaintiff's ex parte application to intervene.
TED	2/6/2026	0.30	Exchange emails with Caroline L. Hill, Esq., re: ex parte application to intervene and conduct related legal research in preparation for drafting opposition.
TED	1/28/2026	0.20	Review and analysis of order denying petition to coordinated LA Fitness cases.
TED	1/26/2026	0.60	Exchange emails with all counsel re: petition to coordinate actions re: ruling on petition, and obtain, review, and analysis of ruling.
TED	1/21/2026	1.80	Attend hearing on petition to coordinated LA Fitness matters, which the court tentatively denied.
TED	1/21/2026	0.30	Exchange multiple related emails with Jeffrey David re: hearing on petition to coordinate LA Fitness matters.
TED	1/20/2026	0.60	Review briefing in preparation for attending hearing on petition to coordinate LA Fitness matters.
TED	1/20/2026	0.20	Review and analysis of notice of court order changing hearing on petition to coordinate LA Fitness matters.
TED	1/19/2026	0.30	Exchange emails with all counsel re: petition for coordination hearing.
TED	1/14/2026	0.80	Review and analysis of petition for coordination briefing, in preparation for oral argument at hearing.
TED	1/13/2026	0.50	Review and analysis of Petitioner's reply in support of petition for coordination, in preparation for attending hearing.
TED	1/13/2026	0.50	Call from court clerk re: our opposition to Petition for Coordination, and related attention to e-filing of same.
TED	1/8/2026	1.30	Attend status hearing, and draft notice of continued status hearing.

TED	1/8/2026	0.20	Attention to service of opposition to petition for coordination.
TED	1/7/2026	3.80	Conduct additional legal research and related drafting of opposition to petition for coordination.
TED	1/6/2026	4.60	Conduct legal research and begin drafting opposition to petition to coordinate.
TED	1/6/2026	0.40	Exchange multiple related emails with Jeff David re: opposition to petition for coordination.
TED	1/5/2026	1.20	Review and analysis of order re: status conference and petition to coordinate, and conduct related legal analysis and preparation for opposing petition to coordinate, and review related email from defense counsel Jeff David.
TED	1/2/2026	0.40	Exchange emails with Jeff David re: joint status conference statement, and attention to filing same.
TED	12/30/2025	0.60	Draft joint status conference statement and related email to defense counsel.
TED	12/19/2025	6.70	Additional drafting of motion for approval, my declaration, proposed order, and related legal research to support the same.
TED	12/19/2025	0.40	Exchange of multiple related emails with Jeff David re: motion for approval of settlement.
TED	12/16/2025	0.50	Review and analysis of revised settlement agreement and related email exchange with Jeff David.
TED	12/16/2025	0.30	Exchange emails with Austin Teffeteller re: amended settlement agreement.
TED	12/12/2025	0.40	Exchange emails with Randy and Austin Teffeteller re: status update.
TED	12/1/2025	0.50	Call and related email with plaintiff's counsel re: amendments to settlement agreement.
TED	12/1/2025	1.40	Additional drafting of motion for approval of PAGA settlement.
TED	10/16/2025	0.30	Attention to filing FAC.
TED	10/15/2025	0.30	Review of FAC and related documents in preparation for filing.
TED	9/26/2025	0.80	Conduct legal research re: case law defending settling PAGA plaintiff's opposition to attempts to intervene by related PAGA plaintiffs.
TED	9/11/2025	0.60	Review and finalize Joint Status Conference Statement, stip to file FAC, and FAC.
TED	9/10/2025	0.40	Exchange emails with Jeffrey David, and related review and analysis of joint status report and joint stip to file FAC.
TED	8/28/2025	0.30	Review and analysis of stip to file FAC, and FAC, in preparation for responding to Jeff David's email.
TED	8/22/2025	2.60	Additional drafting of motion for approval of PAGA settlement.

TED	8/22/2025	1.80	Conduct legal research re: motion for approval of PAGA settlement.
TED	8/20/2025	0.30	Review and analysis of FAC and related email exchange with Jeffrey David.
TED	8/11/2025	0.20	Email to Jeffrey David re: amended PAGA notice filing.
TED	8/8/2025	1.20	Draft and file amended PAGA notice per settlement requirements.
TED	8/7/2025	0.30	Exchange emails with Jeff David re: complaint and amended PAGA notice.
TED	7/29/2025	0.20	Exchange emails with defense counsel re: amended PAGA notice.
TED	7/22/2025	0.20	Review email and related invoice from mediator, and attention to satisfying request for payment.
TED	7/15/2025	0.80	Begin drafting motion for approval of PAGA settlement.
TED	7/15/2025	0.30	Finalize and execute settlement agreement.
TED	7/14/2025	0.20	Exchange emails and related call with Randy Teffeteller re: settlement agreement.
TED	7/13/2025	0.20	Review and analysis of minute order from the court.
TED	7/11/2025	0.50	Review and analysis of final version of settlement agreement and exchange related emails with Austin Teffeteller and Randy Teffeteller re: same.
TED	7/7/2025	0.20	Exchange emails with Jeffrey David and Julie Trotter re: settlement administrator selection.
TED	7/7/2025	0.30	Exchange emails with Jeffrey David re: settlement administrator, and related review and analysis of Simpluris proposal.
TED	7/6/2025	0.20	Exchange emails with defense counsel re: settlement administrator estimates and selection.
TED	7/3/2025	0.20	Exchange emails with Julie Trotter re: status hearing.
TED	7/3/2025	0.70	Draft additional revisions to settlement agreement and related email exchange with defense counsel.
TED	7/3/2025	0.20	Exchange emails with Ahn Hanna at JAMS re: settlement and closing of file.
TED	7/3/2025	0.60	Attend status hearing re: settlement via video-conference.
TED	7/2/2025	0.20	Review and analysis of JAMS invoice and related email to Accounts Payable.
TED	6/26/2025	0.60	Exchange emails with defense counsel re: settlement agreement; review and analysis of settlement documents; exchange emails with Jodey Lawrence at Phoenix Settlement Administrators re: settlement terms.
TED	6/26/2025	0.20	Review and analysis of Phoenix Administrator's proposal for handling the settlement.

TED	6/25/2025	1.70	Additional review and analysis of long form settlement agreement and PAGA notice, with related revisions to same, and email to Phoenix Settlement Administrators.
TED	6/23/2025	0.20	Exchange emails with defense counsel re: settlement agreement.
TED	6/17/2025	1.30	Review and analysis of long form settlement agreement in preparation for drafting changes, and related email exchange with Jeffrey David and Julie Trotter.
TED	6/11/2025	0.30	Exchange emails with defense counsel re: settlement agreement.
TED	5/17/2025	4.60	Conduct legal research and draft related settlement analysis, confer with Greg Garbacz, draft multiple related emails and text exchanges with Randy and Austin Teffeteller, and email to mediator Judge Sanders accepting mediator's proposal.
TED	5/16/2025	0.70	Conduct legal research and related email exchange with Greg Garbacz re: analysis of settlement issues.
TED	5/15/2025	0.60	Call and related email exchange with Randy Teffeteller re: mediation.
TED	5/15/2025	1.30	Additional preparation for mediation re: review and analysis of employee data, case documents, and relevant case law.
TED	5/15/2025	0.30	Confer with Dan Agle re PAGA matter.
TED	5/15/2025	7.80	Prepare for and attend mediation with Hon. Glenda Sanders, Ret.
TED	5/15/2025	0.40	Call and related email and text exchange with Austin Teffeteller re: mediation.
TED	5/12/2025	0.40	Call with Judge Sanders re: pre-mediation discussion of issues in case.
TED	5/12/2025	1.60	Review and analysis of employee data, complaint, and related legal authority, in preparation for mediation.
TED	5/9/2025	0.20	Exchange emails with Kimberly Soy at JAMS re: mediation brief.
TED	5/8/2025	0.30	Exchange multiple related emails with Kimberly Soy and Hannah Ahn at JAMS re: mediation.
TED	5/6/2025	0.20	Exchange emails with Kimberly Soy at JAMS re: pre-mediation call with Judge Sanders.
TED	4/17/2025	0.20	Review of mediation documentation from JAMS.
TED	4/16/2025	2.80	Additional review and analysis of employee time card and payroll data.
TED	4/11/2025	0.20	Review and execute notice of status conference.
TED	4/10/2025	0.70	Attend CMC.
TED	4/10/2025	0.30	Review case documents and email defense counsel NAR and complaint package.
TED	3/28/2025	0.20	Exchange emails with JAMS re: mediation.

TED	3/19/2025	1.60	Additional review and analysis of employee time card and payroll data.
TED	3/19/2025	0.20	Exchange emails with Kimberly Soy at JAMS re: mediation.
TED	3/17/2025	2.80	Additional review and draft related calculations and analysis of employee payroll reports.
TED	3/14/2025	0.20	Exchange emails with defense counsel and mediator re: mediation.
TED	3/13/2025	0.20	Review of email from JAMS re: mediation on May 20.
TED	3/12/2025	3.30	Additional review and draft analysis of employee payroll reports.
TED	3/12/2025	0.20	Exchange emails with defense counsel re: mediation.
TED	3/7/2025	1.80	Additional review and draft analysis of employee payroll reports.
TED	3/7/2025	2.30	Additional review and draft analysis of voluminous employee time card data.
TED	3/6/2025	1.40	Draft spreadsheet analysis of employee time card data.
TED	3/5/2025	0.40	Email exchange with Greg Garbacz re: mediation of PAGA claims.
TED	3/3/2025	3.30	Additional review and draft spreadsheet calculations and analysis of employee time card data.
TED	3/1/2025	2.60	Review and analysis of employee time card data and payroll reports, in evaluation of PAGA claims, in preparation for mediation.
TED	2/26/2025	0.50	Review and analysis of employee wage and time documents sent by defense counsel in preparation for mediation.
TED	2/11/2025	0.20	Exchange emails with defense counsel re: mediation.
TED	1/23/2025	0.40	Exchange emails with plaintiff's counsel re: NAR, notice of status conference, and mediation.
TED	1/23/2025	1.00	Attend status conference.
TED	1/23/2025	0.30	Obtain and review feedback re: mediator Judge Glenda Sanders
TED	1/14/2025	0.30	Exchange emails with Austin Teffeteller and plaintiff's counsel, respectively, re; status update and mediation.
TED	1/8/2025	0.20	Exchange multiple related emails with plaintiff's counsel re: discussion of case.
TED	1/8/2025	0.40	Teams call with Jeffrey David re: settlement negotiations and mediation.
TED	10/25/2024	0.10	Exchange emails with Julie Trotter re: settlement discussions.
TED	10/23/2024	0.20	Exchange emails with Julie Trotter re: settlement discussions, exchange of data, and mediation.
TED	10/14/2024	0.20	Email to Austin Teffteller re: status update.
TED	10/9/2024	0.20	Analysis of data needed for mediation.

TED	10/3/2024	1.50	Attend CMC, and related email exchanges and call with defense counsel re: settlement discussions.
TED	7/9/2024	0.80	Confer with Greg Garbacz re: strategy, email to Paul Haines, re: case.
TED	6/13/2024	2.70	Additional drafting of complaint and related documents.
TED	6/13/2024	1.20	Review and analysis of client file and conduct related research.
TED	6/11/2024	3.60	Draft complaint.
GAG	5/28/2024	0.20	Teleconference with Tom re other cases and strategy for coordinating and/or pursuing.
GAG	4/15/2024	0.40	Prepare summary of notes from Austin re disability claim.
GAG	4/15/2024	0.40	Teleconference with Austin re disability discrimination claim and facts.
GAG	4/15/2024	0.40	Prepare contingency engagement agreement for Austin Teffeteller.
GAG	4/15/2024	0.40	File CRD complaint re disability discrimination. Correspond with client re CRD filing.
GAG	4/11/2024	0.10	Fill out intake form for PAGA letter with LWDA
GAG	4/11/2024	0.10	Review, revise and finalize PAGA letter re LA fitness.
GAG	4/11/2024	0.50	Review and revise draft PAGA letter.
GAG	4/11/2024	0.20	Prepare administrative complaint with Civil Rights Department re possible disability claim to toll statute while we analyze.
GAG	4/10/2024	0.40	Revisions to Teffetteller PAGA letter to LWDA.
GAG	4/10/2024	1.80	Prepare letter to LWDA identifying PAGA claim.
GAG	4/10/2024	0.30	Correspond with Randy and Austin re PAGA claim.
GAG	4/10/2024	0.30	Teleconference with Randy Teffeteller re wage and hour violations. Telephone call with Randy and Ashley and Anthony re same.
GAG	4/10/2024	0.90	Further review of records from Austin Teffeteller and analysis of PAGA claim.
GAG	2/5/2024	1.00	Further analysis of Austin Teffeteller wage records.
GAG	12/20/2023	0.30	Conference with Tom re pay records.
GAG	12/20/2023	0.30	Review and analyze time records in prep for call with Tom.
GAG	10/31/2023	0.60	Preliminary analysis of LA Fitness records re Austin Teffeteller. (LA Fitness)
GAG	8/1/2023	0.40	Draft letter to LA Fitness regarding request for records of Austin Teffeteller. Draft authorization to release records. (LA Fitness)
GAG	7/21/2023	1.30	Meet with Randy and Austen Teffeteller re case against LA Fitness. (LA Fitness)
GAG	7/21/2023	0.50	Preliminary review of documents from Randy re LAF records. (La Fitness)
		122.50	

Exhibit 5

Transaction Date	Disb Code	To Bill Amount	Narrative
11/1/2024	Filing Fees (FILE)	\$1,018.20	Vendor: InfoTrack US, Inc.; Invoice#: 15997936; Date: 11/1/2024 - 5919-2001, Cost advanced for filing Notice of Hearing at Superior Court of California, Orange County
1/29/2025	Filing Fees (FILE)	\$27.20	Vendor: InfoTrack US, Inc.; Invoice#: 16260344; Date: 1/29/2025 - 5919-2001, For filing Notice of Continuance at Superior Court of California, Orange County
3/21/2025	Litigation support services (VEND)	\$5,500.00	Vendor: JAMS, Inc.; Invoice#: 7611092; Date: 3/21/2025 - 5919-2001 Cost advanced for Retainer to JAMS re Mediation w/ Hon. Glenda Sanders (Ret.)
4/14/2025	Filing Fees (FILE)	\$27.20	Vendor: InfoTrack US, Inc.; Invoice#: 16453277; Date: 4/14/2025 - 5919-2001, Cost advanced for filing Notice - Other at Superior Court of California, Orange
7/2/2025	Arbitrators /Mediators (ARB)	\$1,875.00	Vendor: JAMS, Inc.; Invoice#: 7772436; Date: 7/2/2025 - Cost advanced for mediation services.
7/14/2025	Filing Fees (FILE)	\$28.20	Vendor: InfoTrack US, Inc.; Invoice#: 16690072; Date: 7/14/2025 - 5919-2001, Cost advanced for filing Notice - Other - Complex Superior Court of California, Orange
10/24/2025	Filing Fees (FILE)	\$52.75	Vendor: Nationwide Legal, LLC; Invoice#: 00000093533; Date: 10/24/2025 - Cost advanced for filing of First Amended Complaint at Orange County Superior Court on 10/16/2025.
12/22/2025	Filing Fees (FILE)	\$9.00	Vendor: InfoTrack US, Inc.; Invoice#: 17127257; Date: 12/22/2025 - Cost Advanced Motion, Memorandum of Points & Points & Authorities, Declaration, Proposed Order, Proof of
1/2/2026	Filing Fees (FILE)	\$29.20	Vendor: InfoTrack US, Inc.; Invoice#: 17151758; Date: 1/2/2026 - 5919-2001 - Cost Advanced For Filing Status Conference Statement / Superior Court of CA, Orange County

1/5/2026	Court fees (COURT)	\$15.28	Vendor: VISA; Invoice#: ART202601; Date: 1/5/2026 - Cost advanced for Orange County Superior Court for obtaining copies of court documents on 1/5/2026
1/13/2026	Filing Fees (FILE)	\$29.20	Vendor: InfoTrack US, Inc.; Invoice#: 17177583; Date: 1/13/2026 - 5919-2001 - Cost Advanced For Filing Notice of Hearing / Superior Court of CA, Orange County
1/16/2026	Filing Fees (FILE)	\$121.75	Vendor: Nationwide Legal, LLC; Invoice#: 00000097723; Date: 1/16/2026 - Cost advanced for filing of Notice at Civil Complex Center on 12/22/2025.
1/23/2026	Filing Fees (FILE)	\$140.26	Vendor: Nationwide Legal, LLC; Invoice#: 00000097770; Date: 1/23/2026 - Cost advanced for filing of Opposition and Declaration at Los Angeles Superior Court on 1/13/2026.
2/9/2026	Filing Fees (FILE)	\$10.00	Vendor: InfoTrack US, Inc.; Invoice#: 17262734; Date: 2/9/2026 - 5919-2001 Cost advanced for filing Opposition Superior Court of California, Orange County
2/20/2026	Filing Fees (FILE)	\$103.25	Vendor: Nationwide Legal, LLC; Invoice#: 00000099143; Date: 2/20/2026 - Cost advanced for filing of Opposition at Civil Complex Center on 2/9/2026.
		\$8,986.49	

RETAINER

**Invoice Date**

3/21/2025

Invoice Number

7611092

Bill To: **Mr. Gregory Garbacz Esq.**
Klinedinst PC
501 W Broadway
Suite 1100
San Diego, CA 92101
US

Reference #: 1200062695 - Rep# 4

Billing Inquiries: **Nebria, Emely**
Email: **enebria@jamsadr.com**
Telephone: **949-224-4660**
Employer ID: **68-0542699**

RE: Teffeteller, Austin vs. Fitness International LLC dba LA FitnessNeutral(s): **Hon. Glenda Sanders, (Ret.)**Representing: **Austin Teffeteller**Hearing Type: **MEDIATION**

HA

Date / Time	Description	Your Share
3/20/25	Hon. Glenda Sanders Retainer for services: To be applied to professional time (session time, pre and post session reading, research, preparation, conference calls, travel, etc.), expenses, and case management fees. Please review the Neutral's fee schedule regarding case management fee and cancellation policies. Supplemental retainers will be assessed as needed. Any unused portion of this retainer will be refunded at the conclusion of the case.	\$ 5,500.00

Total Billed: \$ 5,500.00**Total Payment:** \$ 0**Balance:** \$ 5,500.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

RETAINER



Invoice Date

7/2/2025

Invoice Number

7772436

Bill To: **Mr Thomas Daugherty Esq.**
Klinedinst PC
501 W Broadway
Suite 1100
San Diego, CA 92101
US

Reference #: **1200062695 - Rep# 5**

Billing Inquiries: **Nebria, Emely**
Email: enebria@jamsadr.com
Telephone: **949-224-4660**
Employer ID: **68-0542699**

RE: **Teffeteller, Austin vs. Fitness International LLC dba LA Fitness**

Representing: **Austin Teffeteller**

Neutral(s): **Hon. Glenda Sanders, (Ret.)**

Hearing Type: **MEDIATION**

HA

Date / Time	Description	Your Share
6/30/25	Hon. Glenda Sanders Your case is now closed. Fees for services rendered exceeded the funds on deposit and there is a balance due on your account. Please remit payment at your earliest opportunity.	\$ 1,875.00

Total Billed: \$ 1,875.00

Total Payment: \$ 0

Balance: \$ 1,875.00

Invoice total is based on the fee split agreed upon by all parties. If the case cancels or continues, fees are due per our cancellation and continuance policy. Please make checks payable to JAMS, Inc. Payment is due upon receipt.

[Click here to pay](#)

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612

Exhibit 6

Notice of PAGA Settlement and Release of Claims

Teffeteller v. Fitness International, LLC, Superior Court of California, County of Orange,
Case No. 30-2024-01407578-CU-OE-CXC

<<RecipientName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) approved a settlement in the above-captioned action filed by Austin Teffeteller (“Plaintiff”) against Fitness International, LLC (“Defendant”). Enclosed is your payment from the settlement of the case.

You have been identified as one of the ~~Covered Employees~~ Aggrieved Employees covered by the above-captioned case. According to Defendant’s records, you are a current or former hourly, non-exempt employee of the Defendant who worked within the State of California during the period between November 23, 2021 and October 18, 2025 ~~May 15, 2025~~ (the “Covered Period”).

Plaintiff, who is also a ~~Covered~~ an Aggrieved Employee, filed the above-captioned lawsuit against Defendant under the Private Attorneys General Act of 2004 (“PAGA,” at California Labor Code § 2699). PAGA is a California law that allows an employee to bring a representative claim to recover civil penalties on behalf of the State of California and other allegedly aggrieved employees for certain Labor Code violations. In a PAGA settlement, most of the civil penalties (75%) are paid to the State of California Labor and Workforce Development Agency, and the remaining portion (25%) is distributed to eligible aggrieved employees. Plaintiff’s PAGA lawsuit alleging-alleged that Defendant failed to provide ~~Covered Employees~~ meal and rest breaks, pay any and all wages owed for work done before and after shifts or off the clock (including minimum and overtime wages), reimburse work expenses, maintain and furnish accurate records, provide accurate itemized wage statements, correctly calculate the regular rate of pay, and timely pay all wages due upon termination. Plaintiffs sought civil penalties on behalf of all ~~Covered Employees~~ Aggrieved Employees who worked for any of the Defendant during the Covered Period.

The Court approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. The gross settlement amount is \$783,115. The net settlement amount, for payment of PAGA civil penalties is \$506,553.26. Of that net settlement amount, 75% or \$379,914.95 will be paid to the State of California, and the remaining 25% or \$118,394.17 will be divided on a pro-rata basis between the approximately 20,947 Aggrieved Employees.

This letter constitutes your notice of entry of the Order and Judgment in this matter, approving the settlement in this matter, as described herein.

The Court has not made a determination regarding Plaintiffs' allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by Defendant.

Defendant maintains that it complied with the California Labor Code at all times and entered into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

According to Defendant's records, you worked for Defendant during <<EligiblePayPeriods>> Eligible Pay Periods during the Covered Period, of which <<FTPayPeriods>> were full time and <<PTPayPeriods>> were part time. Your individual PAGA payment is <<CheckAmount>>.

You should cash your check by [180 DAYS AFTER ISSUANCE], after which the check will be void and you will no longer be able to cash it. However, the Claims Administrator will send the funds to the California Controller's Unclaimed Property Fund, pursuant to the Unclaimed Property Law, Civil Code §§ 1500 et seq., State of California Department of Industrial Relations Unclaimed Wages Fund in your name. Your check is subject to taxation as required by law. You are responsible to pay all applicable taxes on the amount you receive. This notice is not tax advice and should not be construed as such.

Each individual PAGA payment was calculated on a *pro rata* (i.e., proportional) basis based on the number of Eligible Pay Periods in which each Covered-Aggrieved Employee worked for Defendant during the Covered Period, divided by the total number of Eligible Pay Periods in which all Covered-Employees-Aggrieved Employees worked for Defendant during the Covered Period.

III. RELEASE

The Court approved the parties' settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. Pursuant to the settlement, in exchange for the individual PAGA payments to Covered-Employees-Aggrieved Employees and the LWDA Settlement Proceeds Payment to the Labor & Workforce Development Agency ("LWDA"), the State of California and all Covered-Employees-Aggrieved Employees (including Plaintiffs), shall fully release and forever release and discharge Defendant, each of Defendant's past, present, and future officers, directors, shareholders, members, owners, employees, agents, principals, insurers and each of Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable as a joint-employer with Defendant ~~Defendant, Defendant's past or present officers, directors, shareholders, members, owners, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any, and any individual or entity which could be jointly liable with Defendant~~ (all such released persons and entities, collectively, "Releasees") from any and all claims for civil penalties available under the Private Attorneys General Act of 2004 ("PAGA"), as codified in California Labor Code section 2698 et seq., based the facts alleged in the First Amended Complaint and the notice letters filed by Plaintiff with the Labor and Workforce Development Agency ~~PAGA penalty claims under California Labor Code section 2698 et seq.~~ for the time period starting on November 23, 2021, and ending on October 18, 2025 ~~that were or could have been asserted in any of the Actions or in the notice letter(s) that each of the Plaintiffs sent to the Labor and Workforce~~

~~Development Agency regarding their claims against Defendant based on the facts and legal theories asserted therein.~~

The Released Claims **do not** include any claims or actions to enforce this Settlement, wage claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Covered Period.

Pursuant to the settlement, enclosed is a check for your share of the civil penalties. You cannot opt out of the settlement and you will be bound by the release even if you do not cash your settlement check. ~~You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA regardless of if you cash your check or not.~~

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

31057702.1

You may call the Settlement Administrator, ~~Simpluris Atticus Administration, LLC~~, toll [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

You may also call Plaintiff's counsel, Thomas E. Daugherty at Klinedinst PC, (619) 400-8000, with any questions about the case and the settlement.

~~Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, Civil Code §§ 1500 *et seq.*, in the name of the Covered Employee to whom the check was issued.~~ If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

You will receive a tax form 1099 for the check. You may also contact the Settlement Administrator at [phone number], [mailing address/PO Box] with questions.

[REDACTED], enter the Case No. [REDACTED], and review the entire public docket of this Lawsuit. Note that to view the documents you have to purchase them.

Notice of PAGA Settlement and Release of Claims

***Teffeteller v. Fitness International, LLC*, Superior Court of California, County of Orange,
Case No. 30-2024-01407578-CU-OE-CXC**

<<RecipientName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) approved a settlement in the above-captioned action filed by Austin Teffeteller (“Plaintiff”) against Fitness International, LLC (“Defendant”). Enclosed is your payment from the settlement of the case.

You have been identified as one of the Aggrieved Employees covered by the above-captioned case. According to Defendant’s records, you are a current or former hourly, non-exempt employee of the Defendant who worked within the State of California during the period between November 23, 2021 and October 18, 2025 (the “Covered Period”).

Plaintiff, who is also an Aggrieved Employee, filed the above-captioned lawsuit against Defendant under the Private Attorneys General Act of 2004 (“PAGA,” at California Labor Code § 2699). PAGA is a California law that allows an employee to bring a representative claim to recover civil penalties on behalf of the State of California and other allegedly aggrieved employees for certain Labor Code violations. In a PAGA settlement, most of the civil penalties (75%) are paid to the State of California Labor and Workforce Development Agency, and the remaining portion (25%) is distributed to eligible aggrieved employees. Plaintiff’s PAGA lawsuit alleged that Defendant failed to provide Aggrieved Employees meal and rest breaks, pay any and all wages owed for work done before and after shifts or off the clock (including minimum and overtime wages), reimburse work expenses, maintain and furnish accurate records, provide accurate itemized wage statements, correctly calculate the regular rate of pay, and timely pay all wages due upon termination. Plaintiff sought civil penalties on behalf of all Aggrieved Employees who worked for any of the Defendant during the Covered Period.

The Court approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. The gross settlement amount is \$783,115. The net settlement amount, for payment of PAGA civil penalties is \$506,553.26. Of that net settlement amount, 75% or \$379,914.95 will be paid to the State of California, and the remaining 25% or \$118,394.17 will be divided on a pro-rata basis between the approximately 20,947 Aggrieved Employees.

This letter constitutes your notice of entry of the Order and Judgment in this matter, approving the settlement in this matter, as described herein.

The Court has not made a determination regarding Plaintiffs' allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by Defendant.

Defendant maintains that it complied with the California Labor Code at all times and entered into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

According to Defendant's records, you worked for Defendant during <<EligiblePayPeriods>> Eligible Pay Periods during the Covered Period, of which <<FTPayPeriods>> were full time and <<PTPayPeriods>> were part time. Your individual PAGA payment is <<CheckAmount>>.

You should cash your check by [**180 DAYS AFTER ISSUANCE**], after which the check will be void and you will no longer be able to cash it. However, the Claims Administrator will send the funds to the California Controller's Unclaimed Property Fund, pursuant to the Unclaimed Property Law, Civil Code §§ 1500 *et seq.*, in your name. Your check is subject to taxation as required by law. You are responsible to pay all applicable taxes on the amount you receive. This notice is not tax advice and should not be construed as such.

Each individual PAGA payment was calculated on a *pro rata* (*i.e.*, proportional) basis based on the number of Eligible Pay Periods in which each Aggrieved Employee worked for Defendant during the Covered Period, divided by the total number of Eligible Pay Periods in which all Aggrieved Employees worked for Defendant during the Covered Period.

III. RELEASE

The Court approved the parties' settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. Pursuant to the settlement, in exchange for the individual PAGA payments to Aggrieved Employees and the LWDA Settlement Proceeds Payment to the Labor & Workforce Development Agency ("LWDA"), the State of California and all Aggrieved Employees (including Plaintiffs), shall fully release and forever release and discharge Defendant, each of Defendant's past, present, and future officers, directors, shareholders, members, owners, employees, agents, principals, insurers and each of Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable as a joint-employer with Defendant (all such released persons and entities, collectively, "Releasees") from any and all claims for civil penalties available under

the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code section 2698 *et seq.*, based the facts alleged in the First Amended Complaint and the notice letters filed by Plaintiff with the Labor and Workforce Development Agency for the time period starting on November 23, 2021, and ending on October 18, 2025.

The Released Claims **do not** include any claims or actions to enforce this Settlement, wage claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Covered Period.

Pursuant to the settlement, enclosed is a check for your share of the civil penalties. You cannot opt out of the settlement and you will be bound by the release even if you do not cash your settlement check.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

31060341.1

You may call the Settlement Administrator, Simpluris, toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

You may also call Plaintiff's counsel, Thomas E. Daugherty at Klinedinst PC, (619) 400-8000, with any questions about the case and the settlement.

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

You will receive a tax form 1099 for the check. You may also contact the Settlement Administrator at [phone number], [mailing address/PO Box] with questions.

To view the entirety of the Settlement Agreement, including its defined terms, you may visit [REDACTED], enter the Case No. [REDACTED], and review the entire public docket of this Lawsuit. Note that to view the documents you have to purchase them.

Exhibit 7

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**
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11 AUSTIN TEFFETELLER, an individual,
12 Plaintiff,

13 v.

14 FITNESS INTERNATIONAL, LLC DBA LA
15 FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,
16 Defendants.

Case No. 30-2024-01407578-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA") AND
ENTERING JUDGMENT**

17 Date: ~~February 26~~ June 25, 2026
18 Time: 2:00 p.m.,
Judge: Hon. Melissa R. McCormick
19 Dept. CX105

Reservation No.: 74734342

20 **[PROPOSED] ORDER AND JUDGMENT**

21 The Court, having read and considered Plaintiff's Unopposed Motion for Approval of
22 PAGA Settlement ("Motion") and Settlement and Release of PAGA Representative Action
23 ("Settlement" or "Settlement Agreement"), having heard and considered the arguments of counsel,
24 and GOOD CAUSE appearing, hereby ORDERS as follows:

25 The Court finds that it has Court has personal jurisdiction over the Parties to this litigation
26 and subject matter jurisdiction to approve the Settlement Agreement.
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1 The Motion is GRANTED.¹

2 The Court grants approval of the Parties' Settlement Agreement.²

3 A copy of the Settlement Agreement between Plaintiff AUSTIN TEFFETELLER and
4 Defendant FITNESS INTERNATIONAL, LLC DBA LA FITNESS ("the Parties") is attached to
5 this Order as Exhibit A and is made a part of this Order.

6 A copy of the Amendment to PAGA Settlement and Release Agreement (the "Amendment")
7 between the Parties is attached to this Order as Exhibit B and is made a part of this Order.

8 A copy of the PAGA Settlement Notice Letter is attached to this Order as Exhibit C and is
9 made a part of this Order. All capitalized terms used in this order have the same meaning, force and
10 effect as set forth in the Settlement Agreement.

11 The Court hereby enters Judgment in accordance with the terms of the Settlement
12 Agreement, the Amendment, and this Order and Judgment. Upon entry of this Order and
13 Judgment, ~~the Parties shall effectuate and carry out the terms of the Settlement Agreement.~~ the
14 Court orders the Parties and the Settlement Administrator to administer the settlement in
15 accordance with the terms of the Settlement Agreement and the Amendment.

16 The final accounting hearing is set for Thursday, March 4, 2027 at 9:00 a.m. in Department
17 CX105. Counsel shall submit a final administrator's report at least 9 court days before the hearing
18 addressing the status of the settlement administration, including the actual amounts paid to the
19 aggrieved employees and the other amounts distributed under the settlement, including any
20 uncashed checks.

21 The ~~Named~~ Plaintiff, the State of California through the Labor Workforce Development
22 Agency ("LWDA") and PAGA ~~Settlement Members~~ Aggrieved Employees are bound by this
23 Judgment. The Aggrieved Employees will receive notice of entry of this Order and Judgment

24
25 ¹ ~~The Court finds that it has~~ Court has personal jurisdiction over the Parties to this litigation and
subject matter jurisdiction to approve the Settlement Agreement.

26 ² ~~A copy of the Settlement Agreement between Plaintiff AUSTIN TEFFETELLER and~~
27 ~~Defendant FITNESS INTERNATIONAL, LLC DBA LA FITNESS ("the Parties") is attached to~~
28 ~~the Declaration of Thomas Daugherty in Support of Plaintiff's Motion as Exhibit A and is made~~
~~a part of this Order. All capitalized terms used in this order have the same meaning, force and~~
~~effect as set forth in the Settlement Agreement.~~ 2

1 through the Notice Letter, sent with their Individual PAGA Payments.

2 The Court finds that the Settlement, including the Gross Settlement Amount of
3 \$783,115.00 constitutes a fair, adequate, and reasonable compromise of the State of California's
4 and PAGA Settlement Members' claims for civil penalties under PAGA. The Settlement will
5 avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent
6 in continued litigation and, after considering the monetary recovery for claimed civil penalties
7 provided as part of the Settlement in light of the challenges posed by continued litigation, the
8 Court concludes that Counsel secured significant relief for State and PAGA Settlement Members
9 by the Settlement. The Court finds that the Settlement Agreement has been reached as a result of
10 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
11 have conducted extensive investigation and research, and their attorneys were able to reasonably
12 evaluate their respective positions in reaching the Settlement.

13 The Court further finds that the Settlement is, in all respects, fair, adequate, and
14 reasonable, consistent and compliant with all applicable requirements of the California Code of
15 Civil Procedure, the California and United States Constitutions, including the Due Process clauses,
16 the California Rules of Court, and any other applicable law, and in the best interests of each of the
17 State and the PAGA Settlement Members.

18 The Court finds that Plaintiff's Counsel timely provided adequate notice of the Settlement
19 to the California Labor and Workforce Development Agency ("LWDA") in accordance with
20 California Labor Code § 2699(1)(2) and the LWDA did not take action in response to that
21 submission as of the date of this Order.

22 The Court finds and determines that the LWDA Payment is fair, reasonable, and
23 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA
24 Payment be made to the LWDA in accordance with the Settlement Agreement.

25 The Court finds and determines that the Individual PAGA Settlement Member Payments to
26 be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil
27 penalties in this case are fair and reasonable and consistent with PAGA's requirements for
28 allocation of penalties. The Court hereby approves and orders the payment of those amounts to be

1 made to the PAGA Settlement Members in accordance with the Settlement Agreement, including
2 as to providing Notice as set forth in the Settlement.

3 The Court finds and determines that the capped fees and expenses in administrating the
4 Settlement by Atticus Administration, LLC in the amount up to \$36,000.00, currently quoted at
5 ~~\$36,000.00~~\$33,098.00 are fair and reasonable. The Court hereby approves and orders that the
6 payment of that amount to ~~Atticus Administration, LLC~~Simpluris from the Gross Settlement
7 Amount in accordance with the Settlement Agreement.

8 Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
9 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys'
10 fees in the amount of ~~one-third~~thirty percent (30%), which is \$234,934.50, of the Gross Settlement
11 Amount as fair, reasonable and appropriate. The Court hereby orders the Settlement Administrator
12 to make this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance with
13 the terms of the Settlement Agreement.

14 Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
15 submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for
16 reimbursement of actual and incurred litigation costs in the amount of \$8,529.24. The Court finds
17 this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to
18 make this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance with
19 the terms of the Settlement Agreement.

20 Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
21 submitted by Plaintiff's Counsel, the Court approves a ~~service~~ payment of \$2,500.00 to the ~~Named~~
22 Plaintiff and PAGA Representative, AUSTIN TEFFETELLER, paid separately and not deducted
23 from the Gross Settlement Amount and in exchange for a general release of claims including a
24 Civil Code Section 1542 waiver. The Court finds this amount to be fair and reasonable. ~~The Court~~
25 ~~hereby orders the Settlement Administrator to make this payment to Plaintiff from the Gross~~
26 ~~Settlement Amount in accordance with the terms of the Settlement Agreement.~~

27 Upon completion of administration of the Settlement as set forth below, the PAGA
28 Settlement Members and the State release Defendant FITNESS INTERNATIONAL, LLC DBA

1 LA FITNESS and each of Defendant's past, present, and future officers, directors, shareholders,
2 members, owners, employees, agents, principals, insurers and each of Defendant's respective
3 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any
4 individual or entity which could be liable as a joint-employer with Defendant~~is former and~~
5 ~~present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors,~~
6 ~~successors, assigns, subsidiaries, affiliates, and agents,~~ from claims for civil penalties available
7 under PAGA based the facts alleged in the First Amended Complaint and the notice letters filed
8 by Plaintiff with the LWDA, that were alleged, or reasonably could have been alleged, based on
9 the facts stated in the operative Complaint or PAGA Notice during for the period from November
10 23, 2021 through October 18, 2025. This release is expressly limited to PAGA civil-penalty claims
11 and does not release or affect any individual claims for damages or other remedies.

12 The Settlement Agreement is not an admission by Defendants, nor is this Order and
13 Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or
14 other wrongdoing by Defendants or any other Releasees. Neither this Order and Judgment, the
15 Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out
16 the Settlement Agreement, may be construed as, or may be used as, an admission of any
17 violations, fault, wrongdoing, omission, or liability whatsoever by or against Defendants or other
18 Releasees.

19 Without affecting the finality of this Order or the Entry of Judgment in any way, the Court
20 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
21 effectuation, and enforcement of this Order and the Settlement. The Court retains jurisdiction
22 pursuant to Code of Civil Procedure § 664.6.

23 Nothing in this order shall preclude any action to enforce the Parties' obligations under the
24 Settlement or under this Order, including the requirement that Defendant fund the Gross
25 Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own
26 costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in
27 the Settlement Agreement.

28 Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this order

within ten (10) calendar days after the Court's entry of this Order pursuant to Labor Code § 2699(1)(3).

Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties that shall be filed with the Court.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

Hon. Melissa R. McCormick

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**
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11 AUSTIN TEFFETELLER, an individual,

12 Plaintiff,

13 v.

14 FITNESS INTERNATIONAL, LLC DBA LA
15 FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,

16 Defendants.
17
18
19

Case No. 30-2024-01407578-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA") AND
ENTERING JUDGMENT**

Date: June 25, 2026
Time: 2:00 p.m.,
Judge: Hon. Melissa R. McCormick
Dept. CX105

Reservation No.: 74734342

20 **[PROPOSED] ORDER AND JUDGMENT**

21 The Court, having read and considered Plaintiff's Unopposed Motion for Approval of
22 PAGA Settlement ("Motion") and Settlement and Release of PAGA Representative Action
23 ("Settlement" or "Settlement Agreement"), having heard and considered the arguments of counsel,
24 and GOOD CAUSE appearing, hereby ORDERS as follows:

25 The Court finds that it has Court has personal jurisdiction over the Parties to this litigation
26 and subject matter jurisdiction to approve the Settlement Agreement.

27 The Motion is GRANTED.

28 The Court grants approval of the Parties' Settlement Agreement.

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND ENTERING JUDGMENT

1 A copy of the Settlement Agreement between Plaintiff AUSTIN TEFFETELLER and
2 Defendant FITNESS INTERNATIONAL, LLC DBA LA FITNESS (“the Parties”) is attached to
3 this Order as **Exhibit A** and is made a part of this Order.

4 A copy of the Amendment to PAGA Settlement and Release Agreement (the “Amendment”)
5 between the Parties is attached to this Order as **Exhibit B** and is made a part of this Order.

6 A copy of the PAGA Settlement Notice Letter is attached to this Order as **Exhibit C** and is
7 made a part of this Order. All capitalized terms used in this order have the same meaning, force and
8 effect as set forth in the Settlement Agreement.

9 The Court hereby enters Judgment in accordance with the terms of the Settlement
10 Agreement, the Amendment, and this Order and Judgment. Upon entry of this Order and
11 Judgment, the Court orders the Parties and the Settlement Administrator to administer the
12 settlement in accordance with the terms of the Settlement Agreement and the Amendment.

13 The final accounting hearing is set for Thursday, March 4, 2027 at 9:00 a.m. in Department
14 CX105. Counsel shall submit a final administrator’s report at least 9 court days before the hearing
15 addressing the status of the settlement administration, including the actual amounts paid to the
16 aggrieved employees and the other amounts distributed under the settlement, including any
17 uncashed checks.

18 The Plaintiff, the State of California through the Labor Workforce Development Agency
19 (“LWDA”) and PAGA Aggrieved Employees are bound by this Judgment. The Aggrieved
20 Employees will receive notice of entry of this Order and Judgment through the Notice Letter, sent
21 with their Individual PAGA Payments.

22 The Court finds that the Settlement, including the Gross Settlement Amount of
23 \$783,115.00 constitutes a fair, adequate, and reasonable compromise of the State of California’s
24 and PAGA Settlement Members’ claims for civil penalties under PAGA. The Settlement will
25 avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent
26 in continued litigation and, after considering the monetary recovery for claimed civil penalties
27 provided as part of the Settlement in light of the challenges posed by continued litigation, the
28 Court concludes that Counsel secured significant relief for State and PAGA Settlement Members

1 by the Settlement. The Court finds that the Settlement Agreement has been reached as a result of
2 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
3 have conducted extensive investigation and research, and their attorneys were able to reasonably
4 evaluate their respective positions in reaching the Settlement.

5 The Court further finds that the Settlement is, in all respects, fair, adequate, and
6 reasonable, consistent and compliant with all applicable requirements of the California Code of
7 Civil Procedure, the California and United States Constitutions, including the Due Process clauses,
8 the California Rules of Court, and any other applicable law, and in the best interests of each of the
9 State and the PAGA Settlement Members.

10 The Court finds that Plaintiff's Counsel timely provided adequate notice of the Settlement
11 to the California Labor and Workforce Development Agency ("LWDA") in accordance with
12 California Labor Code § 2699(1)(2) and the LWDA did not take action in response to that
13 submission as of the date of this Order.

14 The Court finds and determines that the LWDA Payment is fair, reasonable, and
15 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA
16 Payment be made to the LWDA in accordance with the Settlement Agreement.

17 The Court finds and determines that the Individual PAGA Settlement Member Payments to
18 be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil
19 penalties in this case are fair and reasonable and consistent with PAGA's requirements for
20 allocation of penalties. The Court hereby approves and orders the payment of those amounts to be
21 made to the PAGA Settlement Members in accordance with the Settlement Agreement, including
22 as to providing Notice as set forth in the Settlement.

23 The Court finds and determines that the capped fees and expenses in administering the
24 Settlement by Atticus Administration, LLC in the amount up to \$36,000.00, currently quoted at
25 \$33,098.00 are fair and reasonable. The Court hereby approves and orders that the payment of that
26 amount to Simpluris from the Gross Settlement Amount in accordance with the Settlement
27 Agreement.

28 Pursuant to the terms of the Settlement Agreement, and the evidence and arguments

1 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys'
2 fees in the amount of thirty percent (30%), which is \$234,934.50, of the Gross Settlement Amount
3 as fair, reasonable and appropriate. The Court hereby orders the Settlement Administrator to make
4 this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance with the
5 terms of the Settlement Agreement.

6 Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
7 submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for
8 reimbursement of actual and incurred litigation costs in the amount of \$8,529.24. The Court finds
9 this amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to
10 make this payment to Plaintiff's Counsel from the Gross Settlement Amount in accordance with
11 the terms of the Settlement Agreement.

12 Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
13 submitted by Plaintiff's Counsel, the Court approves a payment of \$2,500.00 to the Plaintiff and
14 PAGA Representative, AUSTIN TEFFETELLER, paid separately and not deducted from the
15 Gross Settlement Amount and in exchange for a general release of claims including a Civil Code
16 Section 1542 waiver. The Court finds this amount to be fair and reasonable.

17 Upon completion of administration of the Settlement as set forth below, the PAGA
18 Settlement Members and the State release Defendant FITNESS INTERNATIONAL, LLC DBA
19 LA FITNESS and each of Defendant's past, present, and future officers, directors, shareholders,
20 members, owners, employees, agents, principals, insurers and each of Defendant's respective
21 successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any
22 individual or entity which could be liable as a joint-employer with Defendant, from claims for
23 civil penalties available under PAGA based the facts alleged in the First Amended Complaint and
24 the notice letters filed by Plaintiff with the LWDA for the period from November 23, 2021
25 through October 18, 2025. This release is expressly limited to PAGA civil-penalty claims and
26 does not release or affect any individual claims for damages or other remedies.

27 The Settlement Agreement is not an admission by Defendants, nor is this Order and
28 Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or

1 other wrongdoing by Defendants or any other Releasees. Neither this Order and Judgment, the
2 Settlement Agreement, or any other documents referred to herein, nor any action taken to carry out
3 the Settlement Agreement, may be construed as, or may be used as, an admission of any
4 violations, fault, wrongdoing, omission, or liability whatsoever by or against Defendants or other
5 Releasees.

6 Without affecting the finality of this Order or the Entry of Judgment in any way, the Court
7 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
8 effectuation, and enforcement of this Order and the Settlement. The Court retains jurisdiction
9 pursuant to Code of Civil Procedure § 664.6.

10 Nothing in this order shall preclude any action to enforce the Parties' obligations under the
11 Settlement or under this Order, including the requirement that Defendant fund the Gross
12 Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own
13 costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in
14 the Settlement Agreement.

15 Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this order
16 within ten (10) calendar days after the Court's entry of this Order pursuant to Labor Code §
17 2699(1)(3).

18 Upon completion of administration of the Settlement, the Settlement Administrator will
19 provide written certification of such completion to the Court and counsel for the Parties that shall
20 be filed with the Court.

21
22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23
24
25 DATED: _____

26 _____
27 Hon. Melissa R. McCormick

Exhibit A

SETTLEMENT AND RELEASE

1. This Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Austin Teffeteller, individually and on behalf of all Aggrieved Employees (as defined below), and Defendant Fitness International, LLC. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

2. This Agreement shall be binding on Plaintiff, the Aggrieved Employees, the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency (LWDA) and its departments, divisions, commissions, boards, agencies and employees), and on Defendant and Defendant’s present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, owners, members, holding companies, directors, employees, officers, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

3. “Action” refers to the civil action filed by Plaintiff Austin Teffeteller, as an individual and on behalf of all other aggrieved employees, against Fitness International, LLC d/b/a LA Fitness, a California limited liability company; and DOES 1 through 50, inclusive, in the Superior Court of the State of California for the County of Orange, Case No. 30-2024-01407578-CU-OE-CXC (the “Teffeteller” Action);

4. “PAGA Counsel” and “Plaintiff’s Counsel” shall refer to Gregory A. Garbacz and Thomas E. Daugherty, of the law firm KLINEDINST PC.

5. “Counsel for Defendant” and “Defense Counsel” shall refer to Julie R. Trotter and Jeffrey David, of the law firm CALL & JENSEN, APC.

6. “Covered Period” shall mean the period from November 23, 2021, through October 18, 2025, unless otherwise changed pursuant to Paragraph 13.

7. “Plaintiff” shall refer to Named Plaintiff Austin Teffeteller.

8. “Plaintiff Individual Settlement Amount” means \$2,500.00, less deductions and other authorized payroll withholdings, and is the amount Defendant agrees to pay to Plaintiff under the Settlement in exchange for a general release set forth in Paragraph 39 below. The Plaintiff Individual Settlement Amount shall be allocated as follows: \$2,500 to damages and penalties to be paid to Plaintiff. The employer’s share of payroll taxes shall not be paid from the Individual Settlement Amount and shall remain the sole responsibility of Defendant Fitness International, LLC. This payment is contingent upon Court approval of the PAGA settlement. Plaintiff shall receive an IRS Form W-2 for the portion of the settlement allocated to wages and an IRS Form 1099 for the portion of the settlement allocated to penalties. The Plaintiff Individual Settlement Amount is separate and apart from the PAGA settlement and resolves claims not present in the Action.

9. “Defendant” shall refer to Fitness International, LLC, a California limited liability company.

10. “Releasees” shall refer to Defendant, each of Defendant’s past, present, and future officers, directors, shareholders, members, owners, agents, investors, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and each of Defendant’s respective successors and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys, if any, and any individual or entity which could be jointly liable with Defendant.

11. “Court” refers to the Superior Court of the State of California for the County of Orange.

12. “Covered Claims” means any claims brought, or that could have been brought, in the Action by Plaintiff pursuant to the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code section 2698 *et seq.*, based on alleged violations of the California Labor Code, the California Code of Regulations, the California Business and Professions Code, and/or applicable wage laws, including: California Labor Code sections 201,

202, 203, 204, 204.1, 210, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 246, 248.5, 256, 351, 432, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182, 1182.11, 1182.12, 1193, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2751, 2699, 2753, 2800, 2802, and 2804; California Code of Regulations, Title 8, section 11010 *et seq.*; California Business and Professions Code section 17200 *et seq.*, applicable Industrial Welfare Commission Orders; California Civil Code section 3287; and California Code of Civil Procedure section 1021.5, based on the facts and theories set forth in the Action for the Covered Period.

13. “Aggrieved Employees” shall mean all current and former hourly, non-exempt employees of Defendant who worked for Defendant in California for any portion of time during the Covered Period, excluding current and former hourly, non-exempt Aerobics/Pilates/HIIT Instructors/Coaches, Sports Directors, Referees, employees based in the corporate office in Irvine, CA, Security, and Equipment Repair Technician employees. As of the date of this Agreement, there are approximately 20,947 Aggrieved Employees and 343,203 Eligible Pay Periods. If the amount of Eligible Pay Periods during the Covered Period is determined to be more than 15% higher than this estimate, the Gross Settlement Amount shall be increased proportionally by the amount of pay periods over the 15% increase, or Defendant shall have the option, in its sole and exclusive authority, to decide to end the Covered Period on the date that is one calendar day prior to the date upon which the escalator clause would be triggered.

14. “Eligible Pay Periods” shall mean the total number of pay periods that an individual worked as an Aggrieved Employee during the Covered Period, based on Defendant’s records.

15. “Full Time Pay Period” shall mean any pay period worked by an Aggrieved Employee while designated/coded as a full-time employee.

16. “Part Time Pay Period” shall mean any pay period worked by an Aggrieved Employee while designated/coded as a part-time employee.

17. “Settlement” and “Agreement” shall mean this Settlement and Release Agreement.

18. “Effective Date” shall be the sixty-first (61) calendar day after the date of Final Approval, resulting in final judicial approval of the Settlement and which is no longer subject to appellate review.

19. “Claims Administrator” means the claims administrator approved by the Court in the order approving the settlement of the Actions. The Parties will request that the Court approve Simpluris as the claims administrator.

20. “PAGA Counsel Fees & Costs” means any attorneys’ fees and costs awarded to PAGA Counsel.

II. NATURE OF ACTION

21. On April 11, 2024, Plaintiff sent the LWDA and Defendant notice of his intent to pursue a representative action against Defendant pursuant to PAGA on behalf of himself, the State of California, and a group of aggrieved employees. This notice was assigned LWDA-CM-1021746-24. The notice included claims for (1) failure to compensate for off the clock work based on alleged companywide policies and practices, and employees being encouraged not to accurately record their time, including during customer cancellations, work before and after training sessions, downtime, and time spent checking their schedules, in violation of California Labor Code §§ 201-204, 210, 510, 558, 1194, 1197, 1197.1, 1198, and 1199; (2) failure to provide complete and accurate itemized wage statements in violation of California Labor Code § 226; (3) failure to reimburse employees for their reasonable business expenses, including use of personal phone/data plans, in violation of Labor Code § 2800 and 2802; (4) failure to pay reporting time when customers cancel training sessions in violation of Labor Code §§ 201-204, 221, 223, 558, 1197, and applicable wage orders; and (5) failure to pay full and final wages in violation of Labor Code § 203.

22. On June 17, 2024, Plaintiff filed the Action.

23. After the Action was filed, the Parties engaged in informal discovery and arms’ length settlement discussions. Through the exchange of information and attendant discussions

between the Parties, Plaintiff learned that the number of Aggrieved Employees as of May 2025 was approximately 20,326 (including Plaintiff) and the number of Eligible Pay Periods was approximately 300,000. Plaintiff also reviewed time and wage records and relevant policies that applied to Defendant's employees.

24. The Parties attended mediation on May 15, 2025, with a respected mediator who formerly presided in the OC Complex Courthouse, Hon. Glenda Sanders (Ret.), after which Judge Sanders issued a mediator's proposal to which the Parties agreed to settle the Action on the terms set out in this Agreement.

25. Plaintiff and PAGA Counsel affirm that they have diligently pursued an investigation of the Aggrieved Employees' claims against Defendant through informal discovery and the materials and information provided by Defendant.

26. Defendant contends that it is not liable for Plaintiff's claims and alleged penalties nor liable to the group of allegedly aggrieved employees Plaintiff seeks to represent.

27. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have considered the risk and uncertainty of the outcome inherent in any litigation.

28. Based on their own independent investigations and evaluations, including a half day of mediation on May 15, 2025 with a respected mediator, Hon. Glenda Sanders (Ret.), Plaintiff, Defendant, and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interests of Plaintiff, the Aggrieved Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues and unmanageability of any group wide claim. Further, PAGA Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and

adequate, given the inherent risk of litigation and the defenses asserted by Defendant, including the risk that the Action is not manageable or able to be tried on a groupwide basis.

29. The purpose of this Agreement is to settle and compromise the Action and all Covered Claims that Plaintiff and the Aggrieved Employees have against Defendant and the Releasees.

30. Thus, in consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of himself and the Aggrieved Employees, agrees to settle and compromise the Action and the Covered Claims, subject to the terms and conditions set forth in this Agreement.

III. TERMS OF SETTLEMENT

31. Neither the existence of this Agreement nor anything contained in this Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant (or any of the Releasees) or any entitlement to relief by Plaintiff or any individual on behalf of whom relief is sought. Nothing herein shall constitute an admission by Defendant that the Action was properly brought other than for settlement purposes. Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement of the Action: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of any Releasee or of the truth of any of the factual allegations in the operative Complaint in the Action; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant or any Releasee in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Agreement; and (d) shall not constitute or be deemed a waiver of any right of to compel

arbitration of any dispute with an Aggrieved Employee that is not the subject of the releases detailed in this Agreement.

32. The Parties agree that upon full execution of this Agreement, the matter is stayed in its entirety except for any filings and/or motion work necessary to attain Court approval of the Agreement. Should the Court not grant approval of the Motion for Approval of the Settlement and Release Agreement, or of the Stipulation for Approval of the Settlement and Release Agreement, the stay will be lifted five (5) days thereafter and the Parties will be restored to their positions prior to the Agreement and the Agreement shall be null and void.

33. The Amount of Settlement. As consideration for the Settlement described herein and the release contained in this Agreement, Defendant agrees to pay a total settlement of \$783,115.00 (“Settlement Payment”), which is due from Defendant to be paid to the Claims Administrator within ten business days after the Effective Date. The Settlement Payment will be allocated as follows:

- a. PAGA Counsel’s request for attorney fees in an amount/percentage not exceeding \$261,038.33 and subject to Court Approval;
- b. PAGA Counsel’s request for cost reimbursements in an amount not exceeding \$10,000.00 and subject to Court Approval;
- c. Administrative costs to the Claims Administrator, for an amount not exceeding \$36,000.00 and subject to Court Approval, to distribute monies to Aggrieved Employees and administer the Settlement; and
- d. The remainder of the Settlement Payment in the amount after deducting items (a), (b), and (c), herein shall be designated as “PAGA Penalties,” to be distributed 75% to the LWDA and the remaining 25% distributed to the Aggrieved Employees pursuant to California Labor Code section 2699(i) as outlined below.

34. Allocation and Calculation of the PAGA Penalties. Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis as set forth below. Each

Aggrieved Employee's pro-rata share of the PAGA Penalties represents their Individual Settlement Payment.

- a. Individual Settlement Payment Calculation. The Aggrieved Employees shall each receive a pro rata share of the PAGA Penalties allocated to Aggrieved Employees. Each Aggrieved Employee shall receive an Individual Settlement Payment equal to the ratio of (a) the number of Eligible Pay Periods worked by that Aggrieved Employee to (b) the total number of Eligible Pay Periods worked by all Aggrieved Employees included in the Aggrieved Employee group, wherein every Full Time Pay Period will be valued at 5 times that of a Part Time Pay Period.¹ All Individual Settlement Payments made to Aggrieved Employees will be reported on an IRS Form 1099.
- b. Fair Formula. The Parties recognize and agree that the precise value of each Aggrieved Employee's Individual Settlement Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating Individual Settlement Payments as provided herein is reasonable and designed to provide a fair payment to the Aggrieved Employees.

35. PAGA Counsel's Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request Court approval of up to thirty-three and one third percent (33.33%) of the Settlement Payment in attorneys' fees and costs. PAGA Counsel will request cost reimbursement in the amount of up to \$10,000.00 for actual costs incurred by PAGA Counsel. If the Court approves a lesser amount for attorneys' fees and/or costs, the difference shall be allocated to the PAGA Penalties and distributed pro rata as part of the Individual Settlement Payment. PAGA Counsel Fees & Costs shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of

¹ The Settlement Payment itself is calculated based on values of \$5 per Full Time Pay Period and \$1 per Part Time Pay Period.

Covered Claims and all work remaining to be performed in fully and finally resolving the litigation of Covered Claims and the Action, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur in connection with the Action or litigation of the Covered Claims. Defendant agrees not to oppose the request for PAGA Counsel Fees & Costs in the amounts listed herein, or in lesser amounts.

36. Tax Treatment of Settlement Amounts. With regards to Individual Settlement Payments to Aggrieved Employees and Plaintiff, IRS Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendant, or from PAGA Counsel, and that neither PAGA Counsel, Defendant, nor Defendant's attorneys have made any representations concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Neither PAGA Counsel nor Defendant are responsible for any employee tax obligations regarding the allocation of the Individual Settlement Payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

37. Plaintiff's Obligations. As a material term of this Agreement and prerequisite to any payments contemplated hereunder:

- a. Plaintiff shall, if he has not already, amend the PAGA notice submitted on behalf of Plaintiff in the Action to the LWDA, and assigned LWDA-CM-1021746-24. The amended PAGA notice shall include claims alleging (1) that Defendant failed to compensate employees for all hours actually worked, including paying minimum or

overtime wages in violation of Labor Code §§ 204, 510, 558, 1182.12, 1194(a), 1194.2(a), 1197, and 1198, and the applicable IWC Wage Orders, in part by failing to compensate for time spent responding to text messages before and after their shifts or other off the clock activities, by failing to compensate for time spent working before clocking in and after clocking and by rounding hours worked to the nearest quarter hour; (2) that Defendant failed to properly blend bonus, commissions, and other non-base hourly wages for purposes of paying meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at the correct rates of pay in violation of Labor Code §§ 226.7, 246, 510, 512, 558, and 1194; (3) that Defendant failed to provide meal periods or pay correct premium wages to employees denied meal periods in violation of Labor Code §§ 226.7, 512, 516, and 558, and IWC Wage Order No. 4-2001 after they were denied a timely, uninterrupted 30 minute meal period for every shift that exceeded five hours or a second, timely, uninterrupted 30 minute meal period for every shift that exceeded ten hours in violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194, and IWC Wage Order 4-2001, including because their location was short staffed or they were encouraged to focus on sales; (4) that Defendant failed to maintain accurate records showing the correct start and stop time of meal periods since it automatically clocked out employees regardless of if they took the meal period or not in violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 1198, and IWC Wage Order 4-2001; (5) that Defendant failed to provide rest periods or pay correct premium wages to employees denied a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof, in violation of Labor Code §§ 226.7, 516, and 558, and IWC Wage Order 4-2001; (6) that Defendant failed to provide accurate itemized wage statements in violation of Labor Code §§ 226(a) and 226.3, in part because Defendant did not pay all wages due and did not record total hours worked, gross wages, net wages, and all applicable hourly rates; (7) that Defendant failed to pay all wages due upon separation in violation of Labor Code §§ 201, 202, and 203, in part because employees were not

paid all wages due during the course of their employment; (8) that Defendant failed to reimburse employees for all necessary business expenses, including for cell phone use, in violation of Labor Code §§ 2802 and 2804; (9) that Defendant failed to timely pay employees all wages earned at least twice during each calendar month in violation of Labor Code § 204; and (10) that Defendant failed to pay earned paid time off in violation of Labor Code §§ 203 and 227.3.

b. Plaintiff shall, if he has not already, amend the operative complaint in the Action after submitting the amended LWDA notice to allege claims (1) that Defendant failed to compensate employees for all hours actually worked, including paying minimum or overtime wages in violation of Labor Code §§ 204, 510, 558, 1182.12, 1194(a), 1194.2(a), 1197, and 1198, and the applicable IWC Wage Orders, in part by failing to compensate for time spent responding to text messages before and after their shifts or other off the clock activities, by failing to compensate for time spent working before clocking in and after clocking and by rounding hours worked to the nearest quarter hour; (2) that Defendant failed to properly blend bonus, commissions, and other non-base hourly wages for purposes of paying meal and rest period premiums, overtime wages, vacation wages, and sick pay wages at the correct rates of pay in violation of Labor Code §§ 226.7, 246, 510, 512, 558, and 1194; (3) that Defendant failed to provide meal periods or pay correct premium wages to employees denied meal periods in violation of Labor Code §§ 226.7, 512, 516, and 558, and IWC Wage Order No. 4-2001 after they were denied a timely, uninterrupted 30 minute meal period for every shift that exceeded five hours or a second, timely, uninterrupted 30 minute meal period for every shift that exceeded ten hours in violation of Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194, and IWC Wage Order 4-2001, including because their location was short staffed or they were encouraged to focus on sales; (4) that Defendant failed to maintain accurate records showing the correct start and stop time of meal periods since it automatically clocked out employees regardless of if they took the meal period or not in violation of

Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 1198, and IWC Wage Order 4-2001; (5) that Defendant failed to provide rest periods or pay correct premium wages to employees denied a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof, in violation of Labor Code §§ 226.7, 516, and 558, and IWC Wage Order 4-2001; (6) that Defendant failed to provide accurate itemized wage statements in violation of Labor Code §§ 226(a) and 226.3, in part because Defendant did not pay all wages due and did not record total hours worked, gross wages, net wages, and all applicable hourly rates; (7) that Defendant failed to pay all wages due upon separation in violation of Labor Code §§ 201, 202, and 203, in part because employees were not paid all wages due during the course of their employment; (8) that Defendant failed to reimburse employees for all necessary business expenses, including for cell phone use, in violation of Labor Code §§ 2802 and 2804; (9) that Defendant failed to timely pay employees all wages earned at least twice during each calendar month in violation of Labor Code § 204; and (10) that Defendant failed to pay earned paid time off in violation of Labor Code §§ 203 and 227.3.

38. The amendments described in Paragraph 36(a), above, shall not be submitted to the LWDA or filed with any court without the approval of Defense Counsel. Once all the amendments described in Paragraph 37(a), above, have been agreed to by the Parties, Plaintiff's Counsel shall submit the amended PAGA notice (LWDA-CM-1021746-24) to the LWDA. The amendments shall cover the Covered Period and all Aggrieved Employees.

39. Not earlier than sixty-six (66) days after the submission of the amended PAGA notice (LWDA-CM-1021746-24) to the LWDA, Plaintiff's Counsel shall file an amended complaint in the Action that includes all the amendments described in Paragraph 37(b) and which was approved in accordance with Paragraph 38.

40. Simultaneously with the filing of the amended complaint described in Paragraph 36, the Parties shall jointly apply to the Court for an Order Seeking Approval of the Settlement and Release Agreement via Stipulation. Plaintiff's Counsel shall draft this Stipulation. If the

Court requires a motion, then Plaintiff shall file a Motion for Approval of the Settlement and Release Agreement. Plaintiff's Counsel shall draft any such Motion, provide such draft to Defendant's Counsel prior to filing, and file such Motion only after Defendant has approved it. Defendant agrees not to oppose such Motion other than to the extent it deviates from this Agreement. In addition, Plaintiff's Counsel shall be responsible for providing timely notice of the Settlement to the LWDA in accordance with California Labor Code section 2699(1)(2).

IV. RELEASE

41. Release of Claims:

- a. Release of Claims By Plaintiff and All Aggrieved Employees. Upon the approval by the Court and non-objection by the LWDA of this Agreement, effective on the Effective Date, Plaintiff and each Aggrieved Employee, shall, for the Covered Period, fully and forever release and discharge Defendant and the Releasees from any and all Covered Claims that were or could have been asserted in the Action or in Plaintiff's PAGA notice letter and amended PAGA notice letter to the LWDA based on the facts and legal theories asserted therein.
- b. Release of Individual Claims By Plaintiff. Plaintiff and his respective past, present, and future spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising from or related to his employment at Defendant or termination thereof, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on his employment or the termination thereof at Fitness International, LLC through the PAGA Period ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based

on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- c. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

V. APPROVAL PROCESS

42. The Parties recognize that in accordance with California Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis ("Approval Stipulation"). Plaintiff's Counsel shall prepare this Agreement for approval with the Court following the Court's procedures, and the Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns and resubmit the Approval Stipulation or motion. If (a) the Parties are unable, following good faith effort, to obtain approval of the terms of the Agreement, or (b) the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered

into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, Individual Payments, or administrative costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

VI. ADMINISTERING THE SETTLEMENT

43. Subject to the Court approval of this Agreement, the Settlement Payment shall be paid as follows:

44. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Claims Administrator a list of Aggrieved Employees ("Aggrieved Employee List") containing the (1) name; (2) last known home address and telephone number; (3) social security number; and (4) the number of Full Time and Part Time pay periods for each Aggrieved Employee during the Covered Period. Neither the Aggrieved Employee List nor any information contained therein shall be distributed to PAGA Counsel at any time.

45. Not later than ten business days after the Effective Date, Defendant will fund the Settlement Payment to the Claims Administrator.

46. Not later than thirty (30) calendar days after the Settlement Payment has been funded, the Claims Administrator will mail payment of Individual Settlement Payments consistent with allocations outlined in Paragraphs 32 and 33.

47. Concurrently with sending each Aggrieved Employee their Individual Settlement Payment, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached hereto as Exhibit A) along with each Aggrieved Employee's check. The Claims Administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the Claims Administrator. For each returned check/notice that is returned as undeliverable, the Claims Administrator shall promptly attempt to locate the Aggrieved Employee's by using an address refresher database.

48. Individual Settlement Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the Claims Administrator will send the uncashed funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Aggrieved Employee who did not cash his or her check.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

49. The Motion for Approval of the Settlement and Release Agreement, and/or the Stipulation for Approval of the Settlement and Release Agreement, will request Court approval of the following:

- a. Approving the Individual Settlement Payments;
- b. Approving the amount of PAGA Penalties;
- c. Dismissing the Action in its entirety with prejudice;
- d. Waiving all rights to appeal;
- e. Approving PAGA Counsel's attorneys' fees and costs;
- f. Approving the Claims Administrator's costs; and
- g. Approving the Release provided in exchange for the Settlement Payment.

50. In conjunction with the Motion for Approval of the Settlement and Release Agreement, and/or the Stipulation for Approval of the Settlement and Release Agreement, the Parties shall submit a Proposed Order requesting approval of the Settlement provided for in the Agreement. Plaintiff's Counsel shall draft the Proposed Order.

VIII. PARTIES' AUTHORITY

51. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

IX. MUTUAL FULL COOPERATION

52. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein and obtain court approval. As soon as practicable after execution of this Agreement, PAGA Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the approval of this Agreement from the Court.

X. NO PRIOR ASSIGNMENTS

53. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, PAGA Counsel (which includes Plaintiff's Counsel), or Defense Counsel without the express written consent of every other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XI. NO ADMISSION

54. Nothing contained herein nor the consummation of this Agreement is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Agreement

with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in any of the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

XII. NON-EVIDENTIARY USE

55. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms nor the Agreement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or against any of the Releasees in any further proceeding in any of the Actions, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Agreement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement.

XIII. NULLIFICATION

56. If (a) the LWDA timely objects or (b) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties (except for the amount of attorneys' fees or costs), or (c) the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material

portion of this Agreement, except for the amount of attorneys' fees and costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XIV. ATTORNEYS' FEES, COSTS AND EXPENSES

57. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by him/her/it arising out of the Action, and shall not seek reimbursement thereof from any other Party to this Agreement.

XV. CONSTRUCTION

58. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of himself and all other Aggrieved Employees) and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any Arbitration or Confidentiality Agreement executed by Plaintiff with Defendant, if any, all of which will remain in full force and effect, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XVI. CAPTIONS AND INTERPRETATIONS

59. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

XVII. MODIFICATION

60. This Agreement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVIII. MISCELLANEOUS

61. This Agreement contains the entire agreement between the Parties relating to the settlement of the Action and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement other than those expressly set forth or referred to herein.

62. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns. This Agreement shall be binding on all Aggrieved Employees and the State of California who will be barred from relitigating the claims released in this Agreement.

63. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted

electronically (PDF) or by facsimile, and may be signed using DocuSign or other similar electronic signature platform.

64. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

65. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

66. The Orange County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Aggrieved Employees, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

67. This Agreement shall not be subject to collateral attack by any Aggrieved Employee. Such prohibited collateral attack shall include, but not be limited to, claims that the Aggrieved Employee failed, for any reason, to timely receive his or her Individual Settlement Payment.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____



Austin Teffeteller (Dec 16, 2025 11:35:24 PST)

Austin Teffeteller, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

FITNESS INTERNATIONAL LLC,
a California Corporation

By: _____

Title & Name: _____

APPROVED AS TO FORM ONLY:

DATED: 12/19/2025

KLINEDINST PC

By: Thomas Daugherty
Thomas Daugherty, Esq.

Attorney for Plaintiff Austin Teffeteller

DATED: _____

CALL & JENSEN, APC

By: _____
Julie Trotter, Esq.

Attorney for Defendant FITNESS
INTERNATIONAL, LLC

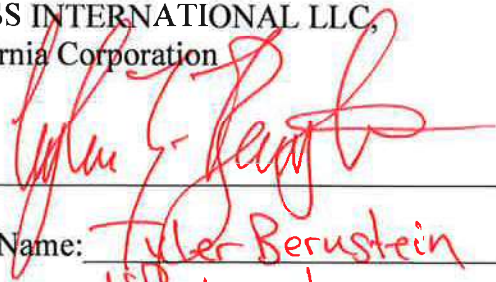
PAGA Settlement Agreement (Final)(4330685.1) (12.16.2025)(30277736.1)

DATED:

12/16/25

FITNESS INTERNATIONAL LLC,
a California Corporation

By:



Title & Name:

Tyler Berustein
VP, Legal

APPROVED AS TO FORM ONLY:

DATED:

KLINEDINST PC

By:

Thomas Daugherty, Esq.

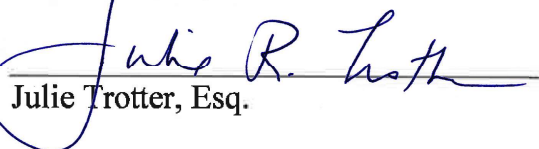
Attorney for Plaintiff Austin Teffeteller

DATED:

12/16/2025

CALL & JENSEN, APC

By:


Julie Trotter, Esq.

Attorney for Defendant FITNESS
INTERNATIONAL, LLC

PAGA Settlement Agreement (Final)(4330685.1) (12.16.2025)(30277736.1)

Exhibit B

AMENDMENT TO PAGA SETTLEMENT AND RELEASE AGREEMENT

This Amendment to Private Attorneys General Act Settlement Agreement and Release ("Amendment") is entered into as of June 11, 2026, by and between Plaintiff/Aggrieved Employee AUSTIN TEFFETELLER ("Plaintiff"), individually and on behalf of the State of California and all other aggrieved employees, on the one hand, and FITNESS INTERNATIONAL, LLC ("Defendant"), on the other hand (collectively, the "Parties").

Recitals:

WHEREAS, the Parties previously entered into that certain Private Attorneys General Act Settlement Agreement and Release on approximately December 19, 2025 (the "Settlement Agreement"); and

WHEREAS, the Parties desire to amend certain provisions of the Settlement Agreement on the terms and conditions set forth herein, without otherwise modifying the remaining provisions of the Settlement Agreement; and

WHEREAS, except as expressly set forth in this Amendment, the Settlement Agreement shall remain in full force and effect according to its existing terms.

Amendment clause:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Settlement Agreement is hereby amended as expressly set forth below.
2. The specific provisions identified in this Amendment shall be modified, replaced, or supplemented as stated herein. For convenience, the amended provisions may be set forth by section number and title only, and the Parties acknowledge and agree that this Amendment does not restate the Settlement Agreement in its entirety.

3. Except as expressly amended by this Amendment, all terms, conditions, definitions, releases, and obligations contained in the Settlement Agreement remain unchanged and are hereby ratified and confirmed in all respects.
4. In the event of any conflict between this Amendment and the Settlement Agreement, the terms of this Amendment shall control.

Section I, Paragraph 8 of the Settlement Agreement is amended to reflect the following:

8. “Plaintiff Individual Settlement Amount” means \$2,500.00, less deductions and other authorized payroll withholdings, and is the amount Defendant agrees to pay to Plaintiff under the Settlement in exchange for a general release set forth in Paragraph 41(b)-(c) below. The Plaintiff Individual Settlement Amount shall be allocated as follows: \$2,500 to damages and penalties to be paid to Plaintiff. The employer’s share of payroll taxes shall not be paid from the Individual Settlement Amount and shall remain the sole responsibility of Defendant Fitness International, LLC. This payment is contingent upon Court approval of the PAGA settlement. Plaintiff shall receive an IRS Form W-2 for the portion of the settlement allocated to wages and an IRS Form 1099 for the portion of the settlement allocated to penalties. The Plaintiff Individual Settlement Amount is separate and apart from the PAGA settlement and resolves claims not present in the Action.

Section I, Paragraph 10 of the Settlement Agreement is amended to reflect the following:

10. “Releasees” shall refer to Defendant, each of Defendant’s past, present, and future officers, directors, shareholders, members, owners, employees, agents, principals, insurers and each of Defendant’s respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable as a joint-employer with Defendant.

Section I, Paragraph 12 of the Settlement Agreement is amended to reflect the following:

12. “Covered Claims” means any claims for civil penalties available under the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code Section 2698 *et seq.*, that were made, or could have been made, based on or arising out of the facts alleged in the First Amended Complaint and the notice letters filed by Plaintiff with the LWDA.

Section I, Paragraph 13 of the Settlement Agreement is amended to reflect the following:

13. “Aggrieved Employees” shall mean all current and former hourly, non-exempt employees of Defendant who worked for Defendant in California for any portion of time during the Covered Period, excluding current and former hourly, non-exempt Aerobics/Pilates/HIIT Instructors/Coaches, Sports Directors, Referees, employees based in the corporate office in Irvine, CA, Security, and Equipment Repair Technician employees. As of the date of this Agreement, there are approximately 20,947 Aggrieved Employees and 343,203 Eligible Pay Periods. If the amount of Eligible Pay Periods during the Covered Period is determined to be more than 15% higher than this estimate, the Gross Settlement Amount shall be increased proportionally by the amount of pay periods over the 15% increase.

Section III, Paragraph 33(a) of the Settlement Agreement is amended to reflect the following:

33. The Amount of Settlement. As consideration for the Settlement described herein and the release contained in this Agreement, Defendant agrees to pay a total settlement of \$783,115.00 (“Settlement Payment”), which is due from Defendant to be paid to the Claims Administrator within ten business days after the Effective Date. The Settlement Payment will be allocated as follows:

- a) PAGA Counsel’s request for attorney fees in an amount/percentage not exceeding \$234,934.50 and subject to Court Approval;

Section III, Paragraph 35 of the Settlement Agreement is amended to reflect the following:

35. PAGA Counsel’s Fees and Costs. As part of the request for approval of this Agreement, PAGA Counsel will request Court approval of up to thirty percent (30%) of the Settlement Payment in attorneys’ fees and costs. PAGA Counsel will request cost reimbursement in the amount of up to \$10,000.00 for actual costs incurred by PAGA Counsel. If the Court approves a lesser amount for attorneys’ fees and/or costs, the difference shall be allocated to the PAGA Penalties and distributed pro rata as part of the Individual Settlement Payment. PAGA Counsel Fees & Costs shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the litigation of Covered Claims and all work remaining to be performed in fully and finally resolving the litigation of Covered Claims and the Action, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any

post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur in connection with the Action or litigation of the Covered Claims. Defendant agrees not to oppose the request for PAGA Counsel Fees & Costs in the amounts listed herein, or in lesser amounts.

Section IV, Paragraph 41(a) of the Settlement Agreement is amended to reflect the following:

41. Release of Claims:

a. Release of Claims By Plaintiff and All Aggrieved Employees. Upon the approval by the Court and non-objection by the LWDA of this Agreement, effective upon the date Defendant has fully funded all amounts owed under the Settlement Agreement, Plaintiff and each Aggrieved Employee, shall, for the Covered Period, fully and forever release and discharge Defendant and the Releasees from any and all Covered Claims.

Section IV, Paragraph 48 of the Settlement Agreement is amended to reflect the following:

Individual Settlement Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the Claims Administrator will send the uncashed funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash his or her check.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT
AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE,
KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____


austin teffeteller (Jun 11, 2026 11:11:22 PDT)

Austin Teffeteller, for himself and as a
Representative of other Aggrieved Employees

DATED: _____

FITNESS INTERNATIONAL LLC,
a California Corporation

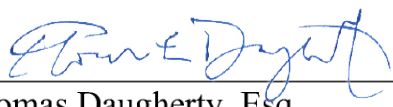
By: _____

Title & Name: _____

APPROVED AS TO FORM ONLY:

DATED: June 11, 2026

KLINEDINST PC

By: 
Thomas Daugherty, Esq.
Attorney for Plaintiff Austin Teffeteller

DATED: _____

CALL & JENSEN, APC

By: _____
Julie Trotter, Esq.
Attorney for Defendant FITNESS
INTERNATIONAL, LLC

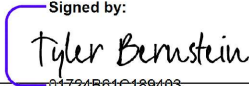
THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT
AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE,
KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS
CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: _____

Austin Teffeteller, for himself and as a
Representative of other Aggrieved Employees

DATED: 6/11/2026

FITNESS INTERNATIONAL LLC,
a California Corporation

By:  _____
Signed by:
01724B61C189403...

Title & Name: Tyler Bernstein, SVP Legal

APPROVED AS TO FORM ONLY:

DATED: _____

KLINEDINST PC

By: _____
Thomas Daugherty, Esq.
Attorney for Plaintiff Austin Teffeteller

DATED: 6/11/2026

CALL & JENSEN, APC

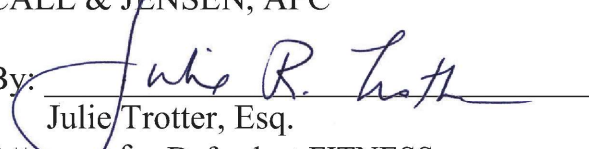
By:  _____
Julie Trotter, Esq.
Attorney for Defendant FITNESS
INTERNATIONAL, LLC

Exhibit C

Notice of PAGA Settlement and Release of Claims

***Teffeteller v. Fitness International, LLC*, Superior Court of California, County of Orange,
Case No. 30-2024-01407578-CU-OE-CXC**

<<RecipientName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) approved a settlement in the above-captioned action filed by Austin Teffeteller (“Plaintiff”) against Fitness International, LLC (“Defendant”). Enclosed is your payment from the settlement of the case.

You have been identified as one of the Aggrieved Employees covered by the above-captioned case. According to Defendant’s records, you are a current or former hourly, non-exempt employee of the Defendant who worked within the State of California during the period between November 23, 2021 and October 18, 2025 (the “Covered Period”).

Plaintiff, who is also an Aggrieved Employee, filed the above-captioned lawsuit against Defendant under the Private Attorneys General Act of 2004 (“PAGA,” at California Labor Code § 2699). PAGA is a California law that allows an employee to bring a representative claim to recover civil penalties on behalf of the State of California and other allegedly aggrieved employees for certain Labor Code violations. In a PAGA settlement, most of the civil penalties (75%) are paid to the State of California Labor and Workforce Development Agency, and the remaining portion (25%) is distributed to eligible aggrieved employees. Plaintiff’s PAGA lawsuit alleged that Defendant failed to provide Aggrieved Employees meal and rest breaks, pay any and all wages owed for work done before and after shifts or off the clock (including minimum and overtime wages), reimburse work expenses, maintain and furnish accurate records, provide accurate itemized wage statements, correctly calculate the regular rate of pay, and timely pay all wages due upon termination. Plaintiff sought civil penalties on behalf of all Aggrieved Employees who worked for any of the Defendant during the Covered Period.

The Court approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. The gross settlement amount is \$783,115. The net settlement amount, for payment of PAGA civil penalties is \$506,553.26. Of that net settlement amount, 75% or \$379,914.95 will be paid to the State of California, and the remaining 25% or \$118,394.17 will be divided on a pro-rata basis between the approximately 20,947 Aggrieved Employees.

This letter constitutes your notice of entry of the Order and Judgment in this matter, approving the settlement in this matter, as described herein.

The Court has not made a determination regarding Plaintiffs' allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by Defendant.

Defendant maintains that it complied with the California Labor Code at all times and entered into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

According to Defendant's records, you worked for Defendant during <<EligiblePayPeriods>> Eligible Pay Periods during the Covered Period, of which <<FTPayPeriods>> were full time and <<PTPayPeriods>> were part time. Your individual PAGA payment is <<CheckAmount>>.

You should cash your check by [**180 DAYS AFTER ISSUANCE**], after which the check will be void and you will no longer be able to cash it. However, the Claims Administrator will send the funds to the California Controller's Unclaimed Property Fund, pursuant to the Unclaimed Property Law, Civil Code §§ 1500 *et seq.*, in your name. Your check is subject to taxation as required by law. You are responsible to pay all applicable taxes on the amount you receive. This notice is not tax advice and should not be construed as such.

Each individual PAGA payment was calculated on a *pro rata* (*i.e.*, proportional) basis based on the number of Eligible Pay Periods in which each Aggrieved Employee worked for Defendant during the Covered Period, divided by the total number of Eligible Pay Periods in which all Aggrieved Employees worked for Defendant during the Covered Period.

III. RELEASE

The Court approved the parties' settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. Pursuant to the settlement, in exchange for the individual PAGA payments to Aggrieved Employees and the LWDA Settlement Proceeds Payment to the Labor & Workforce Development Agency ("LWDA"), the State of California and all Aggrieved Employees (including Plaintiffs), shall fully release and forever release and discharge Defendant, each of Defendant's past, present, and future officers, directors, shareholders, members, owners, employees, agents, principals, insurers and each of Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, and any individual or entity which could be liable as a joint-employer with Defendant (all such released persons and entities, collectively, "Releasees") from any and all claims for civil penalties available under

the Private Attorneys General Act of 2004 (“PAGA”), as codified in California Labor Code section 2698 *et seq.*, based the facts alleged in the First Amended Complaint and the notice letters filed by Plaintiff with the Labor and Workforce Development Agency for the time period starting on November 23, 2021, and ending on October 18, 2025.

The Released Claims **do not** include any claims or actions to enforce this Settlement, wage claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Covered Period.

Pursuant to the settlement, enclosed is a check for your share of the civil penalties. You cannot opt out of the settlement and you will be bound by the release even if you do not cash your settlement check.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

31060341.1

You may call the Settlement Administrator, Simpluris, toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

You may also call Plaintiff's counsel, Thomas E. Daugherty at Klinedinst PC, (619) 400-8000, with any questions about the case and the settlement.

If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

You will receive a tax form 1099 for the check. You may also contact the Settlement Administrator at [phone number], [mailing address/PO Box] with questions.

To view the entirety of the Settlement Agreement, including its defined terms, you may visit [REDACTED], enter the Case No. [REDACTED], and review the entire public docket of this Lawsuit. Note that to view the documents you have to purchase them.

Exhibit 8

Employee Scheduler

Welcome to the New Employee Time Clock

It is important as an Fitness International, LLC employee that you always...

- Treat fellow employees and members with courtesy and respect. Start with "hello"; then, make the experience that follows enjoyable and rewarding. When there are concerns, resolve them with kindness, understanding and diplomacy.
- Treat our competitors with the same respect we would want from them. Never comment or imply anything negative about a competitor's business or their employees.
- If you keep our clubs friendly, fun, safe and clean-you will keep people coming back.

Time Cards	Collapse
View Club Employee Schedule View My Time Card View Employee Time Card	
Schedules and Templates	Expand
Scheduling Trends	Expand
Reports	Expand
Administrative Tasks	Expand

Click on the top link

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of



Sunday, November 08, 2015



GO

Home

Change Clubs

Job Title

Select A Job Title



Select the correct position/department from the drop down.

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of << Sunday, November 08, 2015 >> GO

Change Clubs Home

Job Title

C-OPERATIONS

▼

Available

Clocked In

Late Adjustment

Sunday 8	Monday 9	Tuesday 10	Wednesday 11	Thursday 12	Friday 13	Saturday 14
elizabeth ward. 8:00a - 12:00p	elizabeth ward. 12:00p - 4:00p	elizabeth ward. 7:30a - 11:30a	elizabeth ward. 12:00p - 4:00p	elizabeth ward. 7:30a - 11:30a	elizabeth ward. 12:00p - 4:00p	elizabeth ward. 12:00p - 4:00p

When you view your schedule, initially your name is green. Click on your name and you will be prompted to log in with your employee ID and password.

Login -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_Emp

User ID: 1792162

Password: ●●●●●●●●

Login

Cancel

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of
<< Sunday, November 08, 2015 >>
GO

Schedule -- Webpage Dialog
https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135354&DE
11/8/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEIPT

	Hour	:	Min		Hour	:	Min								
Work Period :	08	:	00	AM	>	noon	midnight	- 12	:	00	PM	>	noon	midnight	
1st Meal Break :	12	:	00	AM	>	noon	midnight	- 12	:	00	AM	>	noon	midnight	☒ No 1st Meal Break
2nd Meal Break :	12	:	00	AM	>	noon	midnight	- 12	:	00	AM	>	noon	midnight	☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Once logged in, you have the option to verify the hours on the schedule OR you can edit your schedule if the hours are different from what you actually worked.

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Verify Edit Refresh Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135354&DE

11/8/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEIPT

	Hour	:	Min		Hour	:	Min
Work Period :	08	:	00	AM	>	noon	midnight
		:			PM	>	noon
		:					midnight
1st Meal Break :	12	:	00	AM	>	noon	midnight
		:			AM	>	noon
		:					midnight
2nd Meal Break :	12	:	00	AM	>	noon	midnight
		:			AM	>	noon
		:					midnight

☒ No 1st Meal Break

☒ No 2nd Meal Break

If you chose to edit, you will now have the ability to type in the accurate hours worked.

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Save

Cancel

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh

Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of << Sunday, November 08, 2015 >> GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135354&DE

11/8/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEIPT

	Hour	:	Min		Hour	:	Min
Work Period :	09	:	00	AM	▼	noon	midnight
					6	:	30
					PM	▼	noon
							midnight
1st Meal Break :	12	:	30	PM	▼	noon	midnight
					01	:	00
					PM	▼	noon
							midnight
							☐ No 1st Meal Break
2nd Meal Break :	12	:	00	AM	▼	noon	midnight
					12	:	00
					AM	▼	noon
							midnight
							☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Save Cancel

Once you have typed in the correct hours above, you must then click save.

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh

Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135354&DE

11/8/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEPT

Hour : Min

Work Period : 09 : 00 AM noon midnight - 6 : 30 PM noon midnight

Hour : Min

1st Meal Break : 12 : 30 PM noon midnight - 01 : 00 PM noon midnight

Hour : Min

2nd Meal Break : 12 : 00 AM noon midnight - 01 : 00 PM noon midnight

☐ No 1st Meal Break

☒ No 2nd Meal Break

If you have confirmed your timesheet, and are please submit a Missing Hours Inquiry by clicking here.

I represent that this is my correct work schedule and that the times listed below reflect the true times I started/stopped working.

If you have incurred any business-related expenses, please list them below.

You have indicated that you worked

9 hours

Is that correct?

Confirm Change

Once you click save, you will then be prompted to verify the total number of hours you worked. If correct, click "confirm."

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of << Sunday, November 08, 2015 >>  

Schedule -- Webpage Dialog

 https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135354&DE 

11/8/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEIPT

	Hour : Min		Hour : Min	
Work Period :	05 : 00	AM	06 : 30	PM
1st Meal Break :	12 : 30	PM	01 : 00	PM
2nd Meal Break :	12 : 00	AM	12 : 00	AM

☐ No 1st Meal Break
 ☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Once you've clicked "confirm," you will have the option to "release" which will allow you to make any corrections.

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Date	Work Period	1st Meal Break	2nd Meal Break	
				  

If the hours you entered are correct, click "close" to return back to the scheduler.

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of Sunday, November 08, 2015

GO

Home

Change Clubs

Job Title

C - OPERATIONS

▼

Available

Clocked In

Late Adjustment

Sunday 8	Monday 9	Tuesday 10	Wednesday 11	Thursday 12	Friday 13	Saturday 14
elizabeth ward, 9:00a - 6:30p 1st L: 12:30p - 1:00p	elizabeth ward, 12:00p - 4:00p	elizabeth ward, 7:30a - 11:30a	elizabeth ward, 12:00p - 4:00p	elizabeth ward, 7:30a - 11:30a	elizabeth ward, 12:00p - 4:00p	elizabeth ward, 12:00p - 4:00p

Once you have clicked "close," you are redirected back to the scheduler view and you will see that your name is now highlighted red. This indicates that you have clocked in successfully.

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135357&DE

11/9/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEPT

Work Period : 12 : 00 PM noon midnight - 04 : 00 PM noon midnight

1st Meal Break : 12 : 00 AM noon midnight - 12 : 00 AM noon midnight

2nd Meal Break : 12 : 00 AM noon midnight - 12 : 00 AM noon midnight

☒ No 1st Meal Break

☒ No 2nd Meal Break

You will notice that you are not able to move forward with verifying or editing your time for the current day until you have confirmed your hours from the previous shift.

Verify

Edit

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

You are not allowed to verify your current schedule since you have unconfirmed schedule(s). Please confirm. If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Date	Work Period	1st Meal Break	2nd Meal Break	Exported
11/08/15	09:00 AM - 06:30 PM	12:30 PM - 01:00 PM	Not Assigned	NO Confirm / Change

Refresh

Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of
Sunday, November 08, 2015
GO

Schedule -- Webpage Dialog
https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135357&DE

11/9/2015

BLOCK @ ORANGE RECEIPT

ELIZABETH WARD

	Hour	Min	Hour	Min							
Work Period :	12	00	PM	04	00	PM	noon	midnight			
1st Meal Break :	12	00	AM	noon	midnight	12	00	AM	noon	midnight	☒ No 1st Meal Break
2nd Meal Break :	12	00	AM	noon	midnight	12	00	AM	noon	midnight	☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

VerifyEdit

Once you confirm the hours that you entered from the previous shift, you will then be able to verify/edit your current day's schedule.

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

RefreshClose

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/SchedulePage.aspx?ProposedScheduleID=100135357&DE

11/9/2015

BLOCK @ ORANGE RECEIPT

ELIZABETH WARD

Hour : Min

Work Period : 12 : 00

1st Meal Break : 12 : 00

2nd Meal Break : 12 : 00

No 1st Meal Break

No 2nd Meal Break

ferent hours. I will promptly edit it to

Optional Meal Break Warning -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler

YOU HAVE THE OPTION OF TAKING AN UNPAID MEAL BREAK OF AT LEAST 30 MINUTES. IF YOUR HOURS WORKED EXCEED 5 HOURS FOR ONE SHIFT.

☐ I WANT TO ENTER MY OPTIONAL MEAL BREAK.

☒ I CHOSE TO VOLUNTARILY WAIVE MY OPTIONAL MEAL BREAK. AS MY TOTAL HOURS WORKED DID NOT EXCEED 6 FOR THIS SHIFT.

☐ I HAVE TAKEN NO MEAL BREAK.

OK

Since you edited the schedule to show that you worked a 6 hour shift without a meal break, you will then be prompted to confirm that you have waived your meal period.

If you have incurred any business-related exp

Please confirm the hours and meal break(s) electronically to payroll. Once confirmed, plea

Schedules To Confirm for ELIZABETH WARD

Refresh Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135357&DE

11/9/2015

ELIZABETH WARD

BLOCK @ ORANGE RECEIPT

	Hour	Min	Hour	Min				
Work Period :	12	: 00	PM	midnight - 06 : 00	PM	noon	midnight	
1st Meal Break :	12	: 00	AM	noon	midnight - 12 : 00	AM	noon	midnight
2nd Meal Break :	12	: 00	AM	noon	midnight - 12 : 00	AM	noon	midnight

☒ No 1st Meal Break

☒ No 2nd Meal Break

different hours, I will promptly edit it to

es.

Once you confirm the status of your meal period, you are then prompted to confirm the total number of hours you worked.

You have indicated that you worked

6 hours

Is that correct?

Confirm Change

If you have confirmed your timesheet, and are please submit a Missing Hours Inquiry by clicking

I represent that this is my correct work schedule and reflect the true times I started/stopped working

If you have incurred any business-related expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135357&DE

11/9/2015

BLOCK @ ORANGE RECEIPT

ELIZABETH WARD

Work Period : 12 : 00 PM 06 : 00 PM midnight

1st Meal Break : 12 : 00 AM 12 : 00 AM noon midnight ☒ No 1st Meal Break

2nd Meal Break : 12 : 00 AM 12 : 00 AM noon midnight ☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Release

After you hit confirm, you are then given the option to "release" just in case you need to edit further. If not, click "close" to be redirected back to the scheduler view.

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Date	Work Period	1st Meal Break	2nd Meal Break	Exported
				Refresh Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Home

Change Clubs

Job Title

C - OPERATIONS

▼

Available

Clocked In

Late Adjustment

Sunday 8	Monday 9	Tuesday 10	Wednesday 11	Thursday 12	Friday 13	Saturday 14
elizabeth ward, 9:00a - 6:30p 1st L: 12:30p - 1:00p	elizabeth ward, 12:00p - 6:00p	elizabeth ward, 7:30a - 11:30a	elizabeth ward, 12:00p - 4:00p	elizabeth ward, 7:30a - 11:30a	elizabeth ward, 12:00p - 4:00p	elizabeth ward, 12:00p - 4:00p

Once again, when viewing the scheduler, if your name is highlighted red, it means you have successfully confirmed your time worked for those dates.

Every time you click on the schedule that is highlighted green, you will be prompted to log in using your employee ID and password.

Login -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_Emp

User ID: 1792162

Password: ●●●●●●●●

Login Cancel

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness/ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135355&DE

11/10/2015

BLOCK @ ORANGE RECEIPT

ELIZABETH WARD

Hour : Min

Work Period : 07 : 30 AM noon midnight

1st Meal Break : 12 : 00 AM noon midnight

2nd Meal Break : 12 : 00 AM noon midnight

No 1st Meal Break

No 2nd Meal Break

Verify Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeSchedule

You have indicated that you worked

4 hours

Is that correct?

Confirm Change

For 11/10/15, you selected "verify" to confirm that you worked the hours listed on the schedule that day. You are then prompted to confirm the total number of hours worked.

If you have confirmed your timesheet, and are please submit a Missing Hours Inquiry by clicking

I represent that this is my correct work schedule and reflect the true times I started/stopped working

If you have incurred any business-related expenses

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<< Sunday, November 08, 2015 >>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135358&DE

ELIZABETH WARD

BLOCK @ ORANGE RECEIPT

Hour : Min

Hour : Min

Work Period : 12 : 00 PM 04 : 00 P.M

1st Meal Break : 12 : 00 AM 12 : 00 AM

2nd Meal Break : 12 : 00 AM 12 : 00 AM

No 1st Meal Break

No 2nd Meal Break

Verify

Edit

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

You are not allowed to verify your current schedule since you have unconfirmed schedule(s). Please confirm if you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Once again, before you are able to verify/edit your time for the current date (11/11), you must first confirm your previous schedule worked. This is helpful in the event that you confirmed your schedule at the beginning of your shift and ended up leaving early or working OT.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Date	Work Period	1st Meal Break	2nd Meal Break	Exported
11/10/15	07:30 AM - 11:30 AM	Not Assigned	Not Assigned	NO

Refresh

Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of
<< Sunday, November 08, 2015 >>
GO

Schedule -- Webpage Dialog
https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135358&DE

BLOCK @ ORANGE RECEIPT

11/11/2015

ELIZABETH WARD

Hour : Min

Work Period : 12 : 00 PM noon midnight - 04 : 00 PM noon midnight

1st Meal Break : 12 : 00 AM noon midnight - 12 : 00 AM noon midnight ☒ No 1st Meal Break

2nd Meal Break : 12 : 00 AM noon midnight - 12 : 00 AM noon midnight ☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Verify

Edit

Once you confirm the prior date's schedule, you will then be able to verify/edit the hours for your current shift.

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh

Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of
<<
Sunday, November 08, 2015
>>
GO

Schedule -- Webpage Dialog
https://poolb.lafitness.clubs/LAF_EmployeesScheduler/LAFitness\ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135358&IDE

11/11/2015
BLOCK @ ORANGE RECEIPT

ELIZABETH WARD

	Hour	:	Min		Hour	:	Min
Work Period :	12	:	00		PM	>	06 : 00
					PM	>	noon
					PM	>	midnight
1st Meal Break :	03	:	00		PM	>	03 : 30
					PM	>	noon
					PM	>	midnight
2nd Meal Break :	12	:	00		AM	>	12 : 00
					AM	>	noon
					AM	>	midnight

☐ No 1st Meal Break
☒ No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by [clicking this link](#).

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Save
Cancel

In the brackets above it shows that the time has been edited to 12pm-6pm with a half hour meal period from 3pm-3:30pm. Originally, the scheduler showed the shift being from 12pm-4pm (see page 16).

If you have incurred any business-related expenses, including mileage, please [click this link](#) to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh
Close

Once you hit “save” you will be prompted to confirm the total number of hours you worked.

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of

<<Sunday, November 08, 2015>>

GO

Schedule -- Webpage Dialog

https://poolb.lafitness.clubs/LAF_EmployeeScheduler/LAFitness.ClientFiles/SchedulePage.aspx?ProposedScheduleID=100135358&DE

11/11/2015

BLOCK @ ORANGE RECEIPT

ELIZABETH WARD

	Hour	:	Min	Hour	:	Min
Work Period :	12	:	00	PM	>	noon
					>	midnight
					>	PM
					>	noon
					>	midnight
1st Meal Break :	03	:	00	PM	>	noon
					>	midnight
					>	PM
					>	noon
					>	midnight
2nd Meal Break :	12	:	00	AM	>	noon
					>	midnight
					>	AM
					>	noon
					>	midnight

No 1st Meal Break

No 2nd Meal Break

If you have confirmed your timesheet, and are unable to adjust hours for a current or prior pay period, please submit a Missing Hours Inquiry by clicking this link.

I represent that this is my correct work schedule today, including meal breaks, and that if I worked any additional or different hours, I will promptly edit it to reflect the true times I started/stopped working and when I took my meal break.

Release

Once again, after you have confirmed the total number of hours worked, you will be given the option to "release" the hours in the event you need to make a correction. If no corrections are necessary, you can then click "close" to be redirected back to the scheduler view.

If you have incurred any business-related expenses, including mileage, please click this link to enter those expenses.

Please confirm the hours and meal break(s) listed below are accurate, or edit them to make it completely accurate in order to submit your time card electronically to payroll. Once confirmed, please click on the 'Close' button.

Schedules To Confirm for ELIZABETH WARD

Refresh

Close

Employee Scheduler

BLOCK @ ORANGE'S Schedule for the week of << Sunday, November 08, 2015 >> 

Job Title

Available	Clocked In	Late Adjustment
Sunday 8 elizabeth ward, 9:00a - 6:30p 1st L: 12:30p - 1:00p	Monday 9 elizabeth ward, 12:00p - 6:00p	Tuesday 10 elizabeth ward, 7:30a - 11:30a
Wednesday 11 elizabeth ward, 12:00p - 6:00p 1st L: 3:00p - 3:30p	Thursday 12 elizabeth ward, 7:30a - 11:30a	Friday 13 elizabeth ward, 12:00p - 4:00p
Saturday 14 elizabeth ward, 12:00p - 4:00p		

The shifts highlighted in red mean that you have successfully confirmed your hours worked on those dates.

The shifts that are "grayed out" indicate that they are future shifts and cannot be clocked in for until the day you work those shifts.

Exhibit 9



CASE ASSUMPTIONS

Aggrieved Members	20326
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	20326
Subtotal Admin Only	\$42,950.00

Not-to-Exceed Total \$42,950.00

For 20326 Aggrieved Members

Pricing Good for Scope of Estimate Only

June 26, 2025

Case: Fitness International PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Thomas E. Daugherty

Firm: Klinedinst

Contact Number: (312) 213-8117 Mobile

Email: TDaugherty@Klinedinstlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **20326** Aggrieved Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$121.80	1	\$121.80
Call Center & Long Distance	\$1.75	26	\$45.50
NCOA (USPS)	\$600.00	1	\$600.00
Total			\$1,767.30

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.03	20,326	\$609.78
Notice and Check Packet	\$0.78	20,326	\$15,854.28
Estimated Postage (up to 1 oz.)*	\$0.69	20,326	\$14,024.94
Total			\$30,739.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	5	\$250.00
Skip Tracing Undeliverables	\$0.75	1,016	\$762.23
Remail Notice Packets	\$0.90	1,016	\$914.67
Estimated Postage	\$0.69	1,016	\$701.25
Programming Undeliverables	\$50.00	5	\$250.00
Total			\$2,878.14

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Case Manager	\$85.00	2	\$170.00
Total			\$420.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$150.00	2	\$300.00
Check Run Setup & Printing	\$125.00	8	\$1,000.00
Total			\$2,335.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.25	1,524	\$1,905.56
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$80.00	10	\$800.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$125.00	2	\$250.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$715.00	1	\$715.00
Total			\$4,810.56

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$42,950.00



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.



Reference No. 20250707-PJI-03

July 7, 2025

Jeffrey David, Esq.
Call & Jensen
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660

RE: 20,326 Aggrieved Employees - PAGA Settlement

Dear Jeffrey,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$43,098. As a courtesy, we are applying a \$10,000 discount, for a discounted total of \$33,098.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20250707-PJI-03	Prepared By:	Patrick J. Ivie
Estimate Date:	7/7/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	10/5/2025	Email:	pivie@simpluris.com

Attorney Contact
Attorney: **Jeffrey David, Esq.**
Firm: Call & Jensen
Email: jdavid@calljensen.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: 20,326 Aggrieved Employees
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Class/Aggrieved Employees:	20,326	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	TBD	State(s):	CA
Length of Administration:	6 Months	Tax Year(s):	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	4	\$440.00
Database Manager - Initial Data Analysis	\$125.00	6	\$750.00
Total:			\$1,190.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax documents
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	5	\$625.00
Disbursement Manager - Data Validation	\$90.00	4	\$360.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS	\$0.14	20,326	\$2,845.64
Print & Mail Distribution Check and Tax Docs	\$0.77	20,326	\$15,651.02
Postage	\$0.69	20,326	\$14,024.94
Process Returned Checks	\$0.20	2,033	\$406.60
Skip Trace Search Undeliverable Checks	\$0.12	2,033	\$243.96
Remail Checks (includes postage)	\$1.70	2,033	\$3,456.10
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	20	\$50.00
Reissue 1099s	\$2.50	20	\$50.00
Responding to IRS/State/Agency Inquiries	\$75.00	4	\$300.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	4	\$360.00
Total:			\$41,148.26

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc.	\$45.00	4	\$180.00
Project Manager-Wrap-up Final Issues	\$110.00	3	\$330.00
Total:			\$760.00

Total Estimated Cost of Administration:	\$43,098
Less Client Courtesy Discount:	-\$10,000
Discounted Total:	<u>\$33,098</u>

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit of settlement funds with such institutions, including without limitation, placement fees accruing on the outstanding balance of such deposits, earnings credits, and discounts on certain banking services/fees. Such amounts shall be retained by Simpluris to offset administration costs including FDIC deposit insurance recordkeeping. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 8 - Limitation of Liability; Disclaimer of Warranties, Section 10 – Rights in Data, and Section 15- Jurisdiction, 17 -Confidentiality, and Section 18 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

KLINEDINST PC
501 WEST BROADWAY, SUITE 1100
SAN DIEGO, CALIFORNIA 92101

Thomas E. Daugherty, Bar No. 269063
KLINEDINST PC
501 West Broadway, Suite 1100
San Diego, California 92101
(619) 400-8000/FAX (619) 238-8707
tdaugherty@klinedinstlaw.com

Attorneys for Plaintiff AUSTIN TEFFETELLER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

AUSTIN TEFFETELLER, an individual,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC DBA LA
FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2024-01407578-CU-OE-CXC

PROOF OF SERVICE

Judge: Hon. Melissa R. McCormick
Dept. CX104

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 501 West Broadway, Suite 1100, San Diego, CA 92101.

On June 6, 2026, I served true copies of the following document(s) described as

- **PAGA SETTLEMENT AGREEMENT (FULLY EXECUTED)**
- **NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **DECLARATION OF THOMAS E. DAUGHERTY IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AND ENTERING JUDGMENT**

on the interested parties in this action as follows:

Labor And Workforce Development Agency	
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Executed on June 11, 2026, at San Diego, California.

Thomas Daugherty

31061782.1

KLINEDINST PC
501 WEST BROADWAY, SUITE 1100
SAN DIEGO, CALIFORNIA 92101

Thomas E. Daugherty, Bar No. 269063
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501 West Broadway, Suite 1100
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tdaugherty@klinedinstlaw.com

Attorneys for Plaintiff AUSTIN TEFFETELLER

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

AUSTIN TEFFETELLER, an individual,

Plaintiff,

v.

FITNESS INTERNATIONAL, LLC DBA LA
FITNESS, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2024-01407578-CU-OE-CXC

PROOF OF SERVICE

Date: June 25, 2026
Time: 2:00 p.m.
Judge: Hon. Melissa R. McCormick
Dept. CX104

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 501 West Broadway, Suite 1100, San Diego, CA 92101.

On June 11, 2026, I served true copies of the following document(s) described as

- SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT
 - SUPPLEMENTAL DECLARATION OF THOMAS E. DAUGHERTY IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT
 - PROOF OF SERVICE RE LABOR AND DEVELOPMENT WORKFORCE AGENCY
- on the interested parties in this action as follows:

1 Julie Trotter, Esq. 2 Jeffrey M. David, Esq. 3 Madeleine K. Lee, Esq. 4 Eric Lystrup, Esq. 5 CALL & JENSEN, APC 6 610 Newport Center Drive, Suite 700 7 Newport Beach, CA 92660	(949) 717-3000 jtrotter@calljensen.com j david@calljensen.com mlee@calljensen.com elystrup@calljensen.com cc: dreigel@calljensen.com tblanks@calljensen.com cmiller@calljensen.com nberry@calljensen.com Attorneys for Defendants FITNESS INTERNATIONAL, LLC DBA LA FITNESS
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9 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the
10 document(s) to be sent from e-mail address khamilton@klinedinstlaw.com to the persons at the
11 e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the
12 transmission, any electronic message or other indication that the transmission was unsuccessful.

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

15 Executed on June 11, 2026, at San Diego, California.

16
17 
18 Karla Hamilton