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Attorneys for Plaintiff AUSTIN TEFFETELLER

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

**COMPLAINT - PAGA ENFORCEMENT
ACTION**

COMES NOW Plaintiff AUSTIN TEFFETELLER (“Plaintiff”), as an aggrieved employee and on behalf of the State of California and all other aggrieved employees, and complains against Defendants FITNESS INTERNATIONAL, LLC DBA LA FITNESS, a California limited liability company, (“LA FITNESS”), and DOES 1-50 (LA FITNESS, and DOES 1-50 are collectively referred to as “Defendants”) on the basis of personal knowledge and/or information and belief, as follows:

THE PARTIES, JURISDICTION AND VENUE

1. Plaintiff AUSTIN TEFFETELLER is and was at all times relevant, a resident of California. Defendants was engaged PLAINTIFF as a non-exempt employee between 2019 and 2023 and he suffered one or more violations of the California Labor Code and therefore is an

1 aggrieved employee within the meaning of California Labor Code section 2699(c). Employer has
2 previously employed PLAINTIFF in the state of California as a Personal Trainer (“Trainer”).

3 2. Defendant LA FITNESS, is and was at all times relevant, a California limited
4 liability company, and at all times hereinafter mentioned, an employer whose employees are
5 engaged throughout this county and the State of California. At all times relevant, Defendant LA
6 FITNESS conducted business throughout California, including but not limited to Orange County.

7 3. Pursuant to California Code of Civil Procedure section 474, the true names and
8 capacities of the Defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who
9 therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes, and
10 thereon alleges, that each of the Defendants designated herein as a DOE is responsible in some
11 manner for the events and happenings herein referred to and caused injuries and damages
12 proximately thereby to Plaintiff as herein alleged. Any subsequent reference in this Complaint to
13 “LA FITNESS”, “Defendants” or “Defendant” should be understood to include each expressly
14 named Defendants and all “DOE” Defendants. Plaintiff will seek leave of this Court to amend the
15 Complaint to set forth the true names and capacities of the fictitiously named Defendants when
16 their true identities and capacities become known to Plaintiff.

17 4. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, each of the Defendants was the agent, servant and employee of the remaining co-
19 Defendants, and as such was acting within the time, place, purpose, and scope of said employment
20 and agency and each Defendant has ratified, authorized, and approved the acts of his/her/its
21 agents.

22 5. Relationship of defendants: All Defendants compelled, coerced, aided, and/or
23 abetted and/or violated wage and hour protections afforded under the California Labor Code, the
24 California Industrial Wage Commission Wage Order(s), and other applicable State and local laws
25 and regulations, as described in further detail below. All Defendants were responsible for the
26 events and penalties alleged herein, including on the following bases: (a) Defendants committed
27 the acts alleged; (b) at all relevant times, one or more of the Defendants was the agent or
28 employee, and/or acted under the control or supervision of, one or more of the remaining

1 Defendants and, in doing the acts alleged, acted within the course and scope of such agency and
2 employment and/or is or are otherwise liable for Plaintiff's penalties and damages; (c) at all
3 relevant times, there existed a unity of ownership and interest between two or more of the
4 Defendants such that any individuality and separateness between those Defendants has ceased, and
5 defendants are the alter egos of one another. Defendants exercised domination and control over
6 one another to such an extent that any individuality or separateness of Defendants does not, and at
7 all times herein mentioned did not, exist. Adherence to the fiction of the separate existence of
8 Defendants would permit abuse of the corporate privilege and would sanction fraud and promote
9 injustice. All actions of all Defendants were taken by employees, supervisors, executives, officers,
10 and directors during employment with all Defendants, were taken on behalf of all Defendants, and
11 were engaged in, authorized, ratified, and approved of by all other Defendants.

12 6. This is an enforcement action under the Labor Code Private Attorneys General Act
13 of 2004, California Labor Code sections 2698 et seq. ("PAGA") to recover civil penalties and any
14 other available relief on behalf of Plaintiff, the State of California, and other current and former
15 aggrieved employees who worked for Defendants in California as a non-exempt, hourly paid
16 employee and received at least one wage statement and against whom one or more violations of
17 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours
18 and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were
19 committed, as set forth in this complaint, at any time between one year prior to the filing of the
20 pre-filing written notice to the Labor and Workforce Development Agency ("LWDA") in this case
21 on April 11, 2024, until judgment ("non-party Aggrieved Employees"). Plaintiff's share of civil
22 penalties sought in this action does not exceed \$75,000.

23 7. This Court has jurisdiction over this action pursuant to the California Constitution,
24 Article VI, section 10. The statute under which this action is brought does not specify any other
25 basis for jurisdiction.

26 8. This Court has jurisdiction over all Defendants because, on information and belief,
27 Defendants are either citizens of California, have sufficient minimum contacts in California, or
28 otherwise intentionally avail themselves of the California market so as to render the exercise of

1 jurisdiction over them by the California courts consistent with traditional notions of fair play and
2 substantial justice. There is no basis for federal diversity jurisdiction in this action given that the
3 State of California, as the real party in interest in this action, is not a “citizen” for purposes of
4 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal.
5 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in
6 controversy requirement for federal diversity jurisdiction in this action, and that diversity
7 jurisdiction cannot be established when Plaintiff’s share of the civil penalties attributable to
8 violations personally suffered are less than \$75,000. *Id.* at 1122.

9 9. California Labor Code sections 2698, et seq., the “Labor Code Private Attorneys
10 General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys
11 general their current or former employers for various civil penalties for violations of various
12 provisions in the California Labor Code.

13 10. At all times herein set forth, PAGA provides that any provision of law under the
14 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
15 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
16 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
17 behalf of themselves and other current or former employees pursuant to procedures outlined in
18 California Labor Code section 2699.3.

19 11. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
20 person who was employed by the alleged violator and against whom one or more of the alleged
21 violations was committed.”

22 12. Plaintiff and other current and former employees of Defendants are “aggrieved
23 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current or
24 former employees and one or more of the alleged violations were committed against them.

25 13. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
26 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
27 requirements have been met:

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1 a. The aggrieved employee shall give written notice by online filing
2 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to the employer of the
3 specific provisions of the California Labor Code alleged to have been violated, including the facts
4 and theories to support the alleged violations.

5 b. An aggrieved employee’s notice filed with the LWDA pursuant to
6 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of
7 seventy-five dollars (\$75).

8 c. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
9 employer and the aggrieved employee by certified mail that it does not intend to investigate the
10 alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
11 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65)
12 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
13 commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties
14 in addition to any other penalties to which the employee may be entitled. The 65-day waiting
15 period tolls any applicable statute of limitations for filing a PAGA complaint, as provided in Cal
16 Lab Code § 2699.3, which states in relevant part, “(d) The periods specified in this section are
17 not counted as part of the time limited for the commencement of the civil action to recover
18 penalties under this part.”

19 14. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
20 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
21 other than those listed in Section 2699.5 after the following requirements have been met:

22 a. The aggrieved employee or representative shall give written notice by
23 online filing to the LWDA and by certified mail to the employer of the specific provisions of the
24 California Labor Code alleged to have been violated (other than those listed in Section 2699.5),
25 including the facts and theories to support the alleged violation.

26 b. An aggrieved employee’s notice filed with the LWDA pursuant to
27 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of
28 seventy-five dollars (\$75).

1 15. On April 11, 2024, Plaintiff provided written notice by online filing to the LWDA
2 and by certified mail to Defendants of the specific provisions of the California Labor Code alleged
3 to have been violated, including facts and theories to support the alleged violations, in accordance
4 with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the
5 applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has
6 confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-
7 CM-1021746-24. A true and correct copy of Plaintiff's written notice to the LWDA and
8 Defendants dated April 11, 2024, is attached hereto as "Exhibit 1."

9 16. As of the filing date of this complaint, 65 days have passed since Plaintiff sent the
10 initial LWDA Notice described above, and the LWDA has not responded that it intends to
11 investigate Plaintiff's claims, and Defendants have not cured the violations.

12 17. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor
13 Code sections 2699.3 to recover civil penalties against Defendants for violations of California
14 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
15 1197, 1198, 2800 and 2802.

16 18. Lab. Code, § 2699 provides that for all provisions of the Labor Code except those
17 for which a civil penalty is specifically provided, there is established a civil penalty for a violation
18 of these provisions: one hundred dollars (\$100) for each aggrieved employee per pay period for
19 the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
20 for each subsequent violation.

21 19. Labor Code section 558(a) provides "[a]ny employer or other person acting on
22 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the Industrial Welfare Commission
24 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
25 each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For
26 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
27 period for which the employee was underpaid. . . ."

28 ///

20. Venue is proper in this Court because Defendant LA FITNESS is physically located in, and conducts business in Orange County, and because Orange County is the site of many of Defendants' aggrieved employees reside, and Defendants' actions that form the basis of this complaint occurred in or were centered in Orange County, California.

FIRST CAUSE OF ACTION:

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS FOR
CIVIL PENALTIES PURSUANT TO LABORT CODE § 2966 FOR VIOLATIONS OF
CALIFORNIA LABOR CODE VIOLATIONS**

21. Plaintiff incorporates paragraphs 1- 20 of the Complaint as though fully set forth herein.

22. Defendants are a privately owned fitness chain operating over 700 gym locations in the United States (including at least 109 locations in California) and employing nearly 10,000 people nationwide. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their corporate headquarters in Irvine, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including but not limited to timekeeping policies, payroll policies, and meal and rest period policies, to employees throughout California.

23. In particular, Plaintiff and other aggrieved current and former non-exempt employees , on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies and procedures at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

24. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Irvine, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and other aggrieved current and former non-exempt employees .

1 Based upon information and belief, Defendants issue the same formatted wage statements to all
2 non-exempt, hourly paid employees in California, irrespective of their work locations. Upon
3 information and belief, Defendants process payroll for departing employees in the same manner
4 throughout the State of California, regardless of the manner in which each employee's
5 employment ends.

6 25. Defendants continue to employ non-exempt or hourly paid employees in California.

7 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
9 advisors knowledgeable about California labor and wage law, employment and personnel
10 practices, and about the requirements of California law.

11 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
12 mentioned, Employer maintained and uniformly applied a companywide policy and/or practice
13 that promotes off the clock work for its nonexempt employees. This practice includes knowingly
14 encouraging Plaintiff and other aggrieved current and former non-exempt employees not to
15 accurately record their actual time worked so that the Company can avoid paying all of the wages
16 associated with its business model and improve its profitability at the expense of the nonexempt
17 employees. Specifically, with regard to nonexempt employees, the Company encourages its
18 nonexempt employees to not record all of their time worked, including: when the employee
19 actually works but cannot train a customer due to a consumer cancellation; requiring the employee
20 to work time off the clock both before and/or after a training session with a customer but not
21 paying them for all of that time; requiring them to have unpaid "downtime" in between various
22 customer training sessions that the Company schedules; and/or requiring the employee to
23 frequently check their schedules in off hours without compensation to determine client training
24 sessions that the Company has scheduled for them. These practices also require the nonexempt
25 employees to remain under the Company's control and available during various waiting time
26 and/or non-productive time and/or off hours so that the Company can meet the changing needs of
27 its customer base relative to the scheduling of training sessions. As such, these activities involve
28 compensable time but the employees are not paid for all of this time worked and/or under the

1 employer's control. While the Company has some written policies which instruct nonexempt
2 employees not to work off the clock, the Company's actual practices intentionally and
3 systemically differ from these policies and actually encourages and/or pressures the employees to
4 disregard these policies and/or punishes them if they record total time worked and/or request pay
5 for customer cancellations of training sessions and other total time worked.

6 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
7 aggrieved current and former non-exempt employees were not paid for all hours worked because
8 all hours worked were not recorded. During the relevant time, Defendants also failed and refused
9 to fully compensate aggrieved current and former employees at a rate of not less than one and a
10 half times the regular rate of pay for all overtime hours worked. Employer also failed to pay
11 Plaintiff and other aggrieved current and former employees for all time that they were on duty,
12 working, and/or under the control of the Employer. As a result, Plaintiff and other aggrieved
13 current and former employees were not paid wages for the actual time that they worked and were
14 not paid all of the wages they were owed. As a result of these illegal pay practices, Plaintiff and
15 other aggrieved current and former non-exempt employees were not properly paid for all hours
16 worked and/or overtime compensation for overtime hours worked in violation of various Labor
17 Code sections including but not limited to sections: 201-204, 210, 510, 558, 1194, 1197, 1197.1,
18 1198 and/or 1199.

19 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other aggrieved current and former non-exempt employees
21 were entitled to receive certain wages for overtime compensation and that they were not receiving
22 certain wages for overtime compensation.

23 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other aggrieved current and former non-exempt employees
25 were entitled to receive at least minimum wages for compensation and that they were not
26 receiving at least minimum wages for work that was required to be done off-the-clock. In violation
27 of the California Labor Code, Plaintiff and other aggrieved current and former non-exempt
28 employees were not paid at least minimum wages for work done off-the-clock.

1 31. Additionally, pursuant to *Murphy v Kenneth Cole Productions Inc.* (2007) 40
2 Cal.4th 1094, 1111–1112, California employers that cancel an employee’s shift must compensate
3 nonexempt employees for a minimum work day. However, Defendant has a systemic practice of
4 not paying reporting time pay or discouraging the payment of those wages when employees work
5 a shift of less than four hours due to customer cancellations or other reasons beyond the
6 employee’s control. Reporting time is a form of wages that compensate employees for shifts they
7 are scheduled to report to work, but who are not put to work or furnish with less than half of their
8 or scheduled days’ work because of inadequate scheduling, or lack of proper notice by the
9 employer, or other business reasons. These practices violate Labor Code sections 201-204, 221,
10 223, 558, 1197, and applicable wage orders and/or various state regulations.

11 32. Plaintiff is informed and believes, and thereon alleges, that, in violation of Labor
12 Code sections 226.7 and 512 and applicable IWC Wage Orders, Defendant has a practice of
13 discouraging employees to take their rest and/or meal breaks in compliance with California law
14 and fails to pay the meal and/or rest break premiums as required where the meal and/or rest break
15 is not provided. Defendants knew or should have known that Plaintiff and other aggrieved current
16 and former non-exempt employees were entitled to meal periods in accordance with the Labor
17 Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not
18 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other
19 aggrieved current and former non-exempt employees were not provided with all meal periods or
20 payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a
21 timely, uninterrupted, thirty (30) minute meal period, in violation of Labor Code sections 226.7
22 and 512

23 33. Plaintiff is informed and believes, and thereon alleges that in violation of the
24 California Labor Code sections 226.7 and applicable IWC Wage Orders, Defendants knew or
25 should have known that Plaintiff and other aggrieved current and former non-exempt employees
26 were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order
27 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
28 authorized and permitted to take a compliant rest period, but that Plaintiff and other aggrieved

1 current and former non-exempt employees were not authorized and permitted to take compliant
2 rest periods, nor did Defendants provide Plaintiff and other aggrieved current and former non-
3 exempt employees with payment of one (1) additional hour of pay at their regular rates of pay
4 when they were not authorized and permitted to take a compliant rest period.

5 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved current and former non-exempt employees
7 were entitled to receive complete and accurate wage statements in accordance with California law.
8 Plaintiff and all other aggrieved current and former nonexempt employees were not provided
9 complete and accurate itemized wage statements by Defendants. The deficiencies with the wage
10 statements include, without limitation: the failure to include the accurate total hours worked;
11 accurate gross, and net wages earned; overtime compensation; bonuses and commissions; and
12 other information required by California Labor Code section 226(a). As a result of defense
13 violation of Labor Code section 226, Plaintiff and/or all other aggrieved current and former
14 employees have suffered injuries and damages, including: confusion over whether they received
15 all wages earned and owed to them; difficulty and expense involved in reconstructing pay records
16 and forcing them to make mathematical computations to analyze whether the wages paid properly
17 compensated them for all of their hours actually worked. Additionally, Plaintiff and all aggrieved
18 current and former employees have been injured by Employer's intentional, multiple violations of
19 the California Labor Code section 226(a), because they were denied both the legal right to receive
20 and protect interest in receiving accurate and itemized wage statements pursuant to California
21 Labor Code section 226(a). In violation of the California Labor Code 226, Defendants failed to
22 provide Plaintiff and other aggrieved current and former non-exempt employees complete and
23 accurate wage statements.

24 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they had a duty to maintain accurate and complete payroll records in
26 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
27 intentionally failed to do so.

28

1 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved current and former non-exempt employees
3 were entitled to timely payment of all wages earned upon termination of employment. In violation
4 of the California Labor Code §§ 201-204, Plaintiff and other aggrieved current and former non-
5 exempt employees did not receive timely payment of all wages due, including, but not limited to,
6 overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time
7 periods. Additionally, in violation of Labor Code § 203, Defendant willfully failed to timely pay
8 Plaintiff and all other aggrieved current and former non-exempt employees their full and final
9 wages at the time required by statute relating to their termination, due to the failure to properly
10 track their time worked and to pay all of the time worked, and the failure to pay all meal and rest
11 break premium pay, among other reasons.

12 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other aggrieved current and former non-exempt employees
14 were entitled to timely payment of wages during their employment. In violation of the California
15 Labor Code, Plaintiff and other aggrieved current and former non-exempt employees did not
16 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
17 and/or meal and rest period premiums, within permissible time periods.

18 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other aggrieved current and former non-exempt employees
20 were entitled to receive reimbursement for all business-related expenses and costs they incurred
21 during the course and scope of their employment and that they did not receive reimbursement of
22 applicable business-related expenses and costs incurred. Plaintiff and all other aggrieved current
23 and former employees were not reimbursed, or not fully and fairly reimbursed, for all of their
24 business expenses they incurred in violation of the California Labor Code sections 2800 and 2802.
25 Pursuant to California Labor Code sections, 2800 and 2802, an employer must indemnify and/or
26 reimburse employees for all necessary, expenditures incurred by the employee indirect
27 consequence of the discharge of his or her job duties or direct consequence of his or her obedience
28 to the directions of the employer. These Labor Code sections were violated at relevant times due

1 to Company-wide policy requiring Plaintiff and all other aggrieved current former employees of
2 Defendant to use their personal phone/data plans for the performance of their job duties.
3 Specifically, nonexempt employees are required to use their cell phones in order to determine their
4 schedules for customer training sessions in off hours. As a result, Mr. Teffeteller, and all other
5 aggrieved current and former employees and were forced to incur data charges as a result of their
6 employment with Defendant that have not been reimbursed by Defendant.

7 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
9 and other aggrieved current and former non-exempt employees for all hours worked, and that
10 Defendants had the financial ability to pay such compensation, but willfully, knowingly, and
11 intentionally failed to do so, and falsely represented to Plaintiff and other aggrieved current and
12 former non-exempt employees that they were properly denied wages, all in order to increase
13 Defendants' profits.

14 40. Defendants were required to provide Plaintiff and other aggrieved current and
15 former non-exempt employees with paid sick leave under Cal. Labor Code § 246 *et seq.*

16 41. Defendants failed to provide Plaintiff and other aggrieved current and former non-
17 exempt employees with any earned or paid sick leave under Cal. Labor Code § 246 *et seq.*

18 42. Plaintiff and other aggrieved current and former non-exempt employees were
19 harmed by Defendants failure to provide any paid sick leave as required, because they lost pay
20 when they called in sick, and/or worked while they were sick, because they could not afford to
21 take any unpaid time off of work.

22 43. Plaintiff therefore requests recovery of all unpaid paid, liquidated damages,
23 according to proof, interest, statutory costs, as well as the assessment of any statutory and civil
24 penalties against Defendants, in a sum as provided by the California Labor Code, the applicable
25 California Industrial Welfare Commission Wage Order, and other applicable state and local laws.

26 **PRAYER**

27 WHEREFORE, Plaintiff AUSTIN TEFFETELLER prays for judgment against Defendants
28 FITNESS INTERNATIONAL, LLC DBA LA FITNESS, and DOES 1 through 50, as follows:

4. Such other and further relief as this Court may deem just and proper.

Alan E. Day

By:

14
COMPLAINT

Exhibit 1

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

5800-5800 *58005800*

Klinedinst
ATTORNEYS

2 Park Plaza, Suite 1250
Irvine, California 92614

CERTIFIED MAIL™



7013 1090 0001 3201 5814

PITNEY BOWES
\$8.69 0
US POSTAGE™
FIRST-CLASS
028W0002310300
2009A04841
ZIP 92614
APR 11 2024



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.64
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 8.05
Postmark Here	
Sent To Robert Bryant SVP Legal	
Street, Apt. No., or PO Box No. 3161 Michelson Dr #600	
City, State, Zip+4 Irvine CA 92612	
PS Form 3800, August 2006 See Reverse for Instructions	

7013 1090 0001 3201 5814

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Bryant
SVP Legal
Fitness International
LLC dba LAFitness
3161 Michelson Dr. #600
Irvine, CA 92612

2. Article Number

(Transfer from service label)

7013 1090 0001 3201 5814

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1021746-24
Plaintiff for PAGA Case: Austin Teffeteller
Filer/Attorney for PAGA Case: Gregory Garbacz
Law Firm for PAGA Plaintiff: Klinedinst PC
Employer: Fitness International, LLC dba LA Fitness
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 04/11/2024 03:06:36 PM by Gregory Garbacz	PAGA LETTER TO LWDA RE FITNESS INTERNATIONAL LLC DBA LA FITNESS.pdf	4/11/2024 10:06 PM	PAGA Notice

-----Original Message-----

From: noreply@salesforce.com <noreply@salesforce.com> On Behalf Of LWDA DO NOT REPLY

Sent: Thursday, April 11, 2024 3:07 PM

To: Christine Makua-Lopez <cmakua-lopez@klinedinstlaw.com>

Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Warning - External Email

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1021746-24

Order Number: ORD-000278704

Total:\$75.00

Card Type: Master Card

Date: 4/11/2024

Billing Information

Name: Kevin Gramling

Email: cmakua-lopez@klinedinstlaw.com

Billing Address:

501 West Broadway, Suite 600

San Diego, California

92101

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

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

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

AUSTIN TEFFETELLER, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Orange County Superior Court

~~XXXXXX Civic Center Dr~~

Santa Ana 92701

751 West Santa Ana Blvd.

Santa Ana, CA 92701

CASE NUMBER:

(Número de

30-2024-01407578-CU-OE-CXC

Judge Melissa R. McCormick

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Gregory A. Garbacz, Bar No. 167007; Thomas E. Daugherty, Bar No. 269063

(619) 400-8000 (619) 238-8707

KLINEDINST PC, 501 West Broadway, Suite 1100, San Diego, CA 92101

DATE: 06/17/2024

DAVID H. YAMASAKI, Clerk of the Court

Clerk, by
(Secretario)

G. Ramirez

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under:
- | | |
|--|---|
| ☐ CCP 416.10 (corporation) | ☐ CCP 416.60 (minor) |
| ☐ CCP 416.20 (defunct corporation) | ☐ CCP 416.70 (conservatee) |
| ☐ CCP 416.40 (association or partnership) | ☐ CCP 416.90 (authorized person) |
| ☐ other (specify): | |



4. ☐ by personal delivery on *(date)*:

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gregory A. Garbacz, Bar No. 167007; Thomas E. Daugherty, Bar No. 269063 KLINEDINST PC 501 West Broadway, Suite 1100, San Diego, CA 92101 TELEPHONE NO.: (619) 400-8000 FAX NO.: (619) 238-8707 EMAIL ADDRESS: ggarbacz@klinedinstlaw.com; tdaugherty@klinedinstlaw.com ATTORNEY FOR (Name): Plaintiff AUSTIN TEFFETELLER		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 W Civic Center Dr 751 West Santa Ana Blvd. MAILING ADDRESS: Santa Ana, CA 92701 CITY AND ZIP CODE: Santa Ana 92701 BRANCH NAME: Central		
CASE NAME: Teffeteller v. Fitness International, LLC dba LA Fitness		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 30-2024-01407578-CU-OE-CXC JUDGE: Judge Melissa R. McCormick DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

Cx-104

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. ☐ Large number of separately represented parties | d. ☒ Large number of witnesses |
| b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☒ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): one
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 6/17/24

Thomas E. Daugherty

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE - Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. - File this cover sheet in addition to any cover sheet required by local court rule. - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	
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Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 07/08/2024

TIME: 03:34:00 PM

DEPT: CX104

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: **30-2024-01407578-CU-OE-CXC** CASE INIT.DATE: 06/17/2024

CASE TITLE: **Teffeteller vs. Fitness International LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74333834

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The court finds this case exempt from the case disposition time goals set forth in California Rule of Court 3.714 due to exceptional circumstances, and estimates that the time required to dispose of this case will exceed 24 months due to the following case evaluation factors of California Rules of Court 3.400 and 3.715: The case is complex.

Each party who has not paid the complex fee of \$1,000 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 court days of the date of this order. Failure to pay required fees may result in dismissal of the complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Initial Case Management Conference is scheduled for October 3, 2024 at 9 a.m. in Department CX104.

Unless the court orders otherwise, remote appearances will be conducted via Zoom through the court's civil remote appearance website.

The Initial Case Management Conference Statement shall be filed at least 5 court days before the conference. Counsel should use pleading paper, not Judicial Council Form CM-110, and should include in the statement a discussion of the applicable subjects set forth in California Rules of Court 3.727 and 3.750(b). The parties are encouraged to meet and confer and file a joint statement.

All proposed orders, including those submitted pursuant to stipulation, must be submitted in two electronic formats. One copy should be filed in Word and another copy in .pdf format with all attachments/exhibits attached to it. Failure to follow this instruction may result in a proposed order not being brought to the court's attention in a timely manner. Please ensure that each proposed order is identified as a "Proposed Order."

Additional information may be obtained by viewing the department's information located on the Complex

Civil division page on the court's website.

This case is subject to mandatory electronic filing pursuant to Orange County Superior Court Local Rule 352. Plaintiff(s) shall give notice of the Initial Case Management Conference and the electronic filing requirement to all parties of record or known to plaintiff(s), and shall attach a copy of this order.

Clerk to give notice to plaintiff(s), and plaintiff(s) to give notice to all other parties.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Teffeteller vs. Fitness International LLC

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2024-01407578-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 07/08/24, was transmitted electronically by an Orange County Superior Court email server on July 8, 2024, at 3:37:46 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

KLINEDINST PC
GGARBACZ@KLINEDINSTLAW.COM

KLINEDINST PC
TDAUGHERTY@KLINEDINSTLAW.COM

Clerk of the Court, by: V. Harting, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd MAILING ADDRESS: P.O. Box 1994 CITY AND ZIP CODE: Santa Ana CA 92702 BRANCH NAME: Civil Complex Center	FOR COURT USE ONLY
SHORT TITLE: Teffeteller vs. Fitness International LLC	
NOTICE OF CONFIRMATION OF ELECTRONIC FILING	CASE NUMBER: 30-2024-01407578-CU-OE-CXC

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: Austin Teffeteller
On Behalf of: Austin Teffeteller; CCMS ID: 81222738
Transaction Number: 31491643
Court Received Date: 06/17/2024
Court Received Time: 01:26:02 PM
Filed Date: 06/17/2024
Filed Time: 01:26 PM
Fee Amount Assessed: \$435.00
Case Number: 30-2024-01407578-CU-OE-CXC
Case Title: Teffeteller vs. Fitness International LLC
Location: Civil Complex Center
Case Type: Other employment
Case Category: Civil - Unlimited
Jurisdictional Amount: > 35000

Case Title:

Documents Electronically Filed/Received

Status

Complaint (PAGA)

Accepted

Civil Case Cover Sheet

Accepted

Summons Issued and Filed

Accepted

Court Generated Documents

Payment Receipt

Comments

Submitter's Comments:

Clerk's Comments:

ADR Packet -

<http://www.occourts.org/forms/local/l1200.pdf> Court

Schedule -

<http://www.occourts.org/directory/civil/complex-civil/calendar-schedule/c>

Electronic Filing Service Provider Information

Service Provider OneLegal

Email: support@onelegal.com

Contact Person: Customer Support

Phone: 8009388815



SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

Superior Court of California, County of Orange

700 W. Civic Center Drive
Santa Ana, CA 92702

E-Filing Transaction #: 31491643

PAYMENT RECEIPT

Receipt #: 13264397

Clerk ID: gramirez Transaction No: 13436299 Transaction Date: 06/22/2024 Transaction Time: 11:43:03 AM

Case Number	Fee Type	Qty	Fee Amount\$	Balance Due	Amount Paid	Remaining Balance
30-2024-01407578-CU-OE-CXC	194 - Complaint or other 1st paper	1	\$435.00	\$435.00	\$435.00	\$0.00
					Sales Tax:	\$0.00
					Total:	\$435.00
						Total Rem. Bal:
E-Filing : - OneLegal						
					E-Filing:	\$435.00
					Total Amount Tendered:	\$435.00
					Change Due:	\$0.00
					Balance:	\$0.00

A \$45 fee may be charged for each returned check, electronic funds transfer or credit card payment.

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