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Attorneys for Plaintiffs DAVID CORI and
SONIA HERNANDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DAVID CORI, and SONIA HERNANDEZ,
individually, and on behalf of other members
of the general public similarly situated, and on
behalf of Aggrieved Employees pursuant to
the California Private Attorneys General Act,

Plaintiffs,

vs.

THE PERFECT WORKOUT, INC.; SOCAL
PTC, LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV080201

Honorable Victoria Kolakowski Department 16

**DECLARATION OF ANNABEL BLANCHARD
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No.: 387055841183
Date: June 4, 2026
Time: 2:30 p.m.
Dept.: 16

Complaint Filed: June 18, 2024
FAC Filed: August 12, 2025
Trial Date: Not Set

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
9 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
10 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
11 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
12 California at Los Angeles in 2003, and then obtained her Juris Doctorate from Case Western Reserve
13 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
14 California Employment Lawyers' Association ("CELA") and other organizations.

15 5. Danielle L. GruppChang is a senior associate attorney. She graduated from California
16 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science
17 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
18 California Law San Francisco (formerly known as University of California Hastings College of the
19 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
20 practiced exclusively plaintiff's side labor and employment class and representative action law from
21 2017 through the present.

22 6. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having
23 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
24 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
25 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
26 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
27 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004.

28 7. I joined Blackstone Law, APC in January 2024, after having worked for two years at

1 another highly reputable employment law firm. Prior to working in employment law, I worked for
2 over 14 years as a trusts and estates attorney, focused on special needs planning. During that time, I
3 also worked as Court Appointed Counsel for the Los Angeles Superior Court. I graduated from
4 University of California at Berkeley with a Bachelor of Arts degree in 2001, and from Southwestern
5 University School of Law with a Juris Doctorate in 2008. I was admitted to the State Bar of California
6 in December of 2008. I have worked on many wage and hour class action and PAGA representative
7 matters, and my work has included, *inter alia*: researching and drafting pleadings; drafting,
8 negotiating, and finalizing settlement agreements; engaging in motion practice; and claims evaluation
9 and analysis.

10 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
11 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

12 **Procedural History of the Action**

13 9. On February 23, 2024, Plaintiff Sonia Hernandez filed a Class Action Complaint in the
14 action entitled *Sonia Hernandez v. The Perfect Workout, Inc.*, Orange County Superior Court Case
15 No. 30-2024-01381213-CU-OE-CXC (“Hernandez Action”), thereby commencing a putative class
16 action against Defendants.

17 10. On April 8, 2024, Plaintiff David Cori provided written notice to the California Labor
18 and Workforce Development Agency (“LWDA”) by online submission and to Defendants The Perfect
19 Workout, Inc. and SoCal PTC, LLC (“Defendants”) by U.S. Certified Mail, pursuant to California
20 Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have
21 been violated by Defendants (“PAGA Letter”). A true and correct copy of the PAGA Letter is attached
22 hereto as **Exhibit 2**.

23 11. On June 18, 2024, Plaintiff David Cori filed a Complaint for Enforcement Action
24 Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *Et Seq.* in the action entitled
25 *David Cori v. The Perfect Workout, Inc., et al.*, Alameda County Superior Court Case No.
26 24CV080201 (“Action”), which alleged one cause of action under the Private Attorneys General Act
27 of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”) against Defendants.

28 12. On August 12, 2025, Plaintiffs filed a First Amended Class Action and Representative

1 Action Complaint (“Operative Complaint”) in the Action, which added class claims to the Action. The
2 Operative Complaint alleges twelve (12) causes of action for violations of the California Labor Code
3 for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal
4 periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium
5 payments in lieu thereof, failure to timely pay wages during employment, failure to provide accurate
6 wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary
7 business expenses, for violations of California Business & Professions Code Section 17200, *et seq.*
8 based on the aforementioned California Labor Code violations, for violations of 15 U.S.C. §§1681
9 The Fair Credit Reporting Act (“FRCA”), for violations of California Civil Code §1786 The
10 Investigative Consumer Reporting Agencies Act (“ICRAA”), and for civil penalties under PAGA
11 based on the aforementioned California Labor Code violations.

12 13. On March 31, 2025, Plaintiffs and Defendants (together, the “Parties”) participated in
13 a formal mediation conducted by Chris Barnes, Esq. (“Mediator”), a neutral and respected mediator
14 with extensive experience in complex wage and hour matters, and with the assistance of the Mediator’s
15 evaluations, the Parties were able to reach an agreement to resolve this dispute on a class and
16 representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a
17 long form settlement agreement.

18 14. On November 18, 2025, the Parties executed the Joint Stipulation of Class Action and
19 PAGA Settlement (‘Settlement’ or ‘Settlement Agreement’). A true and correct copy of the Settlement
20 Agreement is attached hereto as **Exhibit 3**.

21 **Summary of the Terms of the Settlement Agreement**

22 15. For purposes of settlement only, the Parties have agreed that the Class shall be defined
23 as “all current and former employees of Defendants who worked for Defendants in a non-exempt
24 position in California during the Class Period.” The Class Period is defined as the period from
25 February 23, 2020 through March 31, 2025. Based on information provided by Defendants, it is
26 estimated that there were a total of four hundred eighty-eight (488) Class Members through March 7,
27 2025.

28 16. The Parties have agreed to settle the class and PAGA claims at issue in the Operative

1 Complaint for a non-reversionary Gross Settlement Amount of One Million Four Hundred Thousand
2 Dollars (\$1,400,000), exclusive of employer-side payroll taxes. The Gross Settlement Amount is a
3 common fund and therefore includes all requested costs, fees, and other allocations. The Gross
4 Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-five percent (35%) of
5 the Gross Settlement Amount (i.e., \$490,000 if the Gross Settlement Amount is \$1,400,000); (2) Class
6 Counsel’s actual litigation costs and expenses, not to exceed Thirty Thousand Dollars (\$30,000); (3)
7 Settlement Administration Costs, not to exceed Nine Thousand Dollars (\$9,000); (4) Enhancement
8 Payments to the two Plaintiffs in the amount of \$7,500 *each*, for a total amount of Fifteen Thousand
9 Dollars (\$15,000); and (5) PAGA Amount of One Hundred Thousand Dollars (\$100,000). After the
10 above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement
11 Amount that will be available for Class Members is currently estimated to be Seven Hundred Fifty-
12 Six Thousand Dollars (\$756,000). Additionally, 25% of the PAGA Amount (“PAGA Employee
13 Amount”), which is \$25,000 out of \$100,000, will be fully distributed to “all current and former
14 employees of Defendants who worked for Defendants in a non-exempt position in California during
15 the PAGA Period” (“PAGA Employee(s)"). The “PAGA Period” is defined as the period from April
16 8, 2023 through March 31, 2025.

17 17. The Net Settlement Amount will be distributed and paid to all Class Members who do
18 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
19 basis based on the number of weeks each Class Member worked for Defendants as a non-exempt
20 employee in California during the Class Period (“Workweeks”). The *pro rata* share of the Net
21 Settlement Amount that a Class Member may be eligible to receive under the Class Settlement
22 (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with
23 the Settlement Agreement.

24 18. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
25 a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendants as
26 a non-exempt employee in California during the PAGA Period (“Pay Periods”). The *pro rata* share of
27 the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA
28 Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in

1 accordance with the Settlement Agreement.

2 19. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
3 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
4 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
5 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
6 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
7 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
8 Members for their net payment of their Individual Settlement Share ("Individual Settlement
9 Payment"). The employer's share of taxes and contributions in connection with the wages portion of
10 Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross
11 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
12 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

13 20. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
14 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
15 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
16 Agreement. No money will be reverted to Defendants.

17 21. Each Individual Settlement Payment and Individual PAGA Payment check will be
18 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
19 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
20 distributed by the Settlement Administrator to the cy pres beneficiary Legal Aid at Work ("LAAW").

21 **The Settlement is Reasonable**

22 ***Informed Arms-Length Negotiations***

23 22. The Parties' settlement negotiations were at all times made at arm's-length and were
24 adversarial. The Settlement was reached following a full day of mediation with a highly respected
25 mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in
26 additional negotiations in order to finalize the long-form agreement presently before the Court.

27 23. The Parties engaged in extensive informal discovery prior to reaching a settlement.
28 Prior to mediation, Defendants produced a random sampling of putative class members' time and pay

1 records as well as Defendants' relevant wage and hour policies, sample meal period waivers, an
2 arbitration agreement, and information regarding the total number of putative class members, the
3 number of current versus former employees, the total workweeks worked by the putative class
4 members, and the average rate of pay for the putative class members.

5 24. This allowed Class Counsel to conduct an informed assessment and analysis of the
6 strengths and weaknesses of the claims and the potential class-wide damages.

7 25. Based on the information exchanged, the Parties extensively briefed issues regarding
8 class certification and liability and provided their analyses to the Mediator who helped the Parties
9 debate the strengths and weakness of their respective positions.

10 *Estimate of Potential Value of Claims*

11 26. Class Counsel analyzed all available data and estimated Defendants' maximum
12 potential exposure to be approximately \$6,892,866, assuming the litigation was successful at trial on
13 all claims at issue and every employee had a violation for each claim on every shift worked. This
14 maximum potential analysis was then reduced based on the challenges facing the likelihood of
15 obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an
16 estimated maximum liability for all claims at issue and the total aggregate workweeks during the
17 relevant time period, less interest, and based on the analysis of the data which was extrapolated out
18 for all putative class members across the entire putative class period, which included: \$1,737,276 for
19 meal period violations (less meal period premiums paid); \$2,284,674 for rest period violations at a
20 100% violation rate; \$414,833 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock
21 work; \$380,108 for unpaid overtime wages at the required regular rate of pay; \$200,250 for
22 unreimbursed business expenses; \$835,725 for waiting time penalties; and \$1,040,000 for wage
23 statement penalties. Plaintiffs further estimated that Defendants faced an additional exposure of
24 \$1,066,100 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA
25 statutory period) PAGA penalties. Together with the PAGA penalties, Defendant's maximum
26 potential exposure totaled \$7,958,966 in damages.

27 *Specific Risks Considered*

28 27. Although the investigation and information discovered supports Plaintiffs' contentions,

1 Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on
2 a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter
3 the Settlement.

4 28. Class Counsel is aware of Defendants' defenses and arguments and has also taken into
5 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
6 inherent in such litigation, including those involved in class and/or representative adjudication.
7 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
8 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
9 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
10 of the Mediator.

11 29. Defendants denied and continue to deny any liability and wrongdoing of any kind
12 associated with the claims alleged in the Action and further deny that class certification is appropriate
13 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
14 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims.
15 Defendants contended that Plaintiffs' claims were not suitable for class certification because
16 individual issues would predominate should this case go to trial. As with all class actions, these
17 complex cases raise difficult management and proof issues and, accordingly, there is a significant risk
18 that the Court may deny class certification.

19 30. For example, Plaintiffs' meal period claims, which were based on Defendants' alleged
20 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
21 Plaintiffs' theory of liability for meal period violations were based on allegations that Defendants had
22 failed to implement their policies and that their practices failed to allow Class Members to take meal
23 breaks in the manner required under California law. Defendants contended that their policies and
24 practices at all times during the Class Period were lawful, and that it had a valid and enforceable meal
25 period waiver. Defendants further argued that the rate of purported meal period violations reflected
26 in the data would require individualized inquiry and that such inquiry would prohibit a class from
27 being certified. We also had to consider the risk that the Court would find validity in the individualized
28 proof defense to certification of Plaintiffs' meal period claim.

1 31. Additionally, a large portion of Defendants' overall liability lies in Plaintiffs' rest
2 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
3 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
4 required under California law. Additionally, this claim was even more uncertain given the difficulties
5 associated with proving the alleged rest period violations, as Defendants were not required to record
6 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
7 concerns. Plaintiffs would not be able to certify these claims or prove substantial damages with
8 requisite certainty, which made the estimated value of this claim subject to much challenge.

9 32. Plaintiffs also faced challenges certifying and proving liability for his minimum wage
10 and overtime claims. These claims were largely based on Defendant's unrecorded, off-the-clock work
11 performed by the Class Members both before and after their shifts and during purported meal periods.
12 However, the individualized nature of why this work was performed and the individualized nature of
13 damages presented substantial concerns regarding the manageability of the case and the risk the Court
14 could find these issues prevented certification, and the estimated damages for this claim were based
15 on an assumption that all Class Members worked off the clock for at least one hour per week.

16 33. Plaintiffs also contended that Defendants failed to reimburse Plaintiffs and the other
17 Class Members for necessary business-related expenses, such as usage of personal cell phones for
18 work-related purposes. Defendants contended that they had a policy and practice of reimbursing
19 employees for necessary business-related expenses. Defendants further contended that, with respect
20 to the alleged expenses for which Plaintiffs and the other Class Members never requested
21 reimbursement from Defendants, they did not know and had no reason to know that alleged business-
22 related expenses had been incurred. Defendants further contended that the reason why a Class Member
23 undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses
24 while not others, would raise individual issues that could not be certified.

25 34. There are also substantial risks associated with Plaintiffs' waiting time penalties and
26 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
27 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
28 certification was denied on those underlying claims, these derivative claims for penalties would also

likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required to demonstrate that Defendants' violations of California Labor Code section 203 were *willful* violations. Wage statement claims have also seen varying treatment at the appellate level because such claims have an element of discretion attached to them rather than a pure calculation of damages after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion of Defendants' estimated liability, were therefore uncertain.

35. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification, proving the amount of wages due to each Class Member would be an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to request and analyze thousands of pages of documents, obtain the Class Members' contact information, contact them, and obtain declarations at great expense. Obtaining the cooperation of current employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other hand, Defendants would likely be able to obtain the cooperation of their employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any recovery by the Class.

36. Therefore, taking into account how each of the above risks potentially effected Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants' estimated liability based on the challenges facing his ability to succeed on class certification by 60% to \$3,183,586.40. The merits-based risk factors further reduced Defendants' estimated liability by an additional 55%. This resulted in an adjusted estimated liability of \$1,432,613.88. In light thereof, the settlement amount of \$1,400,000 is a significant settlement.

37. Class Counsel also separately contemplated the risks of proceeding with the PAGA claims and potential liability Defendants could face from these claims as part of the global resolution. Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they

made a good faith attempt to comply with their legal obligations warranting a reduction in penalties. Class Counsel also anticipated **Error! Reference source not found.**s would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state activities and educating and deterring non-compliance.

38. Therefore, after considering this multitude of factors, we concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate One Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 7.14% of the Gross Settlement Amount**Error! Reference source not found.** This percentage of the settlement is well-within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

39. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Enhancement Payment

40. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500) *each* to Plaintiffs Sonia Hernandez and David Cori, for a total of Fifteen Thousand Dollars (\$15,000). These Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on this case, and the benefit to the Class

Members as a result of Plaintiffs' actions. The requested Enhancement Payments are disclosed to the Class Members in the Class Notice.

Attorneys' Fees and Costs

41. The attorneys' fees incurred by Class Counsel are in line with the common fund requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$490,000 if the Gross Settlement Amount is \$1,400,000) and actual litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

42. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated into tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result, given that this matter was resolved through mediation within approximately one year of the filing of the Complaint; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the case, as evidenced by the \$1,400,000 Gross Settlement Amount which provides substantial relief to the Class Members and PAGA Employees; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased had the case progressed through certification, trial, and/or upon appeal, as the Settlement Agreement caps attorneys' fees at thirty-five percent (35%) of the Gross Settlement Amount and litigation costs at \$30,000, amounts that cover all work performed to date and all future work including obtaining Court approval and addressing any objections or appeals.

43. Class Counsel has litigated this matter for over a year and was actively preparing this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature of the legal services provided, the time incurred in performing those services, and Class Counsel's hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought by Class Counsel, which shall not exceed Thirty Thousand Dollars (\$30,000). The requested Attorneys' Fees

1 and Costs are disclosed to the Class Members in the Class Notice.

2 *Notice to the Class*

3 44. The Parties have agreed to retain ILYM Group (“ILYM” or “Settlement
4 Administrator”) to handle the notice and settlement administration process. The Parties respectfully
5 request that the Court appoint ILYM to handle these procedures and to serve as the Settlement
6 Administrator. Defendants will provide ILYM with the Class List and ILYM will calculate each Class
7 Member’s estimated Individual Settlement Share and each PAGA Employee’s estimated Individual
8 PAGA Payment. ILYM will also receive and process Requests for Exclusion, Notices of Objection,
9 and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit
10 necessary taxes and withholdings with respect to the wages portion of the Individual Settlement
11 Shares; will prepare and submit informational and other tax filings and documents; will issue and
12 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
13 Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks
14 to the PAGA Employees; and perform any other usual and customary duties for administering a class
15 action settlement.

16 45. I am not aware of an alternative method of providing notice to the Class which would
17 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
18 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable
19 method, skip tracing will be performed, if necessary.

20 *Notice of Settlement to the LWDA*

21 46. In accordance with California Labor Code section 2699(1)(2), on February 24, 2026, a
22 copy of the proposed Settlement was submitted to the LWDA via online submission through the
23 LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached
24 hereto as **Exhibit 4**.

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

27 Executed on March 27, 2026, at Los Angeles, California.

28 *A. Blanchard*

Annabel Blanchard

EXHIBIT 1

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior

Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour

class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with

other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2



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April 8, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

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

RE: *David Cori v. The Perfect Workout, Inc.; SoCal PTC, LLC*

To Whom It May Concern:

This office represents David Cori (“Claimant”) with respect to their claims under the California Labor Code against The Perfect Workout, Inc. and SoCal PTC, LLC (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed David Cori from approximately September 2022 through approximately June 2023 as a non-exempt, hourly-paid/salaried employee. David Cori worked as a personal trainer for Employers and was based out of Employers’ facility located at 1040 Noel Dr, Ste 107, Menlo Park, California 94025. Employers maintain what is described on their website as “the largest privately-owned personal training company in the United States [...]” and maintains employees at its locations throughout California, including in Los Angeles County, San Mateo County, Orange County, San Diego County, etc.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of Claimant and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the

applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, regular rate/straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee’s regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee’s regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, answering text messages and calls in between shifts, as well as other minor job-related tasks before clock in or after clock out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other

Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from

taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant

rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, regular rate/straight time wages, minimum wages, overtime compensation, meal and rest period premiums, and any other remuneration, wages, pay, or monies as they became due (*e.g.*, accrued gratuities, bonuses, commissions, etc.). Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units

earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and related internet usage for work-related purposes and the purchase of specific work uniform related apparel.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

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

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all regular rate/straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other remuneration, wages, pay, or monies due (*e.g.*, accrued gratuities, bonuses, commissions, etc.). Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYERS' OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employers for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employers.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Alexander K Spellman

Alexander K. Spellman, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

The Perfect Workout Attention: Chief Legal Officer 1345 Encinitas Blvd. #542 Encinitas, CA 92024	The Perfect Workout, Inc. 1040 Noel Dr # 107 Menlo Park, CA 94025
SoCal PTC, LLC Agent for Service, 1505 Corporation Barth Agency Services, Inc. 333 City Blvd. West Ste 2010 Orange, CA 92868	

EXHIBIT 3

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Sonia Hernandez and David Cori (“Plaintiffs” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendants Perfect Workout, Inc., and SoCal PTC, LLC (“Defendants”) (together, Plaintiffs and Defendants are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as defined herein), the State of California as to the PAGA Employees (as defined herein), and Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On April 8, 2024, Plaintiff David Cori provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

2. On February 23, 2024, Plaintiff Sonia Hernandez filed a Class Action Complaint for Damages in the action entitled *Sonia Hernandez v. The Perfect Workout, Inc.*, Orange County Superior Court Case No. 30-2024-01381213-CU-OE-CXC (“*Hernandez Action*”), thereby commencing a putative class action against Defendants.

3. On June 18, 2024, Plaintiff David Cori filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *David Cori v. The Perfect Workout, Inc., et al*, Alameda, County Superior Court Case No. 24CV080201 (“*Action*”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendants.

4. On August 12, 2025, Plaintiffs filed a First Amended Class Action and Representative Action Complaint (“Operative Complaint”) in the Action, which added the Class claims alleged in the *Hernandez Action* to the Action. Together, the Action and *Hernandez Action* are referred to as the “Actions.”

1 5. The Operative Complaint alleges twelve (12) causes of action for violations of the
2 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
3 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
4 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
5 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
6 to reimburse necessary business expenses, for violations of California Business & Professions Code
7 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, for violations
8 of 15 U.S.C. §§1681 the Fair Credit Reporting Act (“FCRA”), for violations of California Civil Code
9 §1786 the Investigative Consumer Reporting Agencies Act (“ICRAA”), and for civil penalties under
10 PAGA based on the aforementioned California Labor Code violations.

11 6. Defendants deny all material allegations set forth in the Actions and have asserted
12 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
13 Defendants desires to fully and finally settle the Actions, Released Class Claims (as defined herein),
14 and Released PAGA Claims (as defined herein).

15 7. Class Counsel diligently investigated the class and PAGA claims against Defendants,
16 including any and all applicable defenses and the applicable law. The investigation included, *inter*
17 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
18 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
19 merits of the claims and contentions of the Parties.

20 8. On March 31, 2025, the Parties participated in mediation with Chris Barnes, Esq. (the
21 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
22 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
23 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
24 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
25 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
26 Counsel believes that the settlement with Defendants for the consideration and on the terms set forth
27 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
28 Members, State of California, and PAGA Employees in light of all known facts and circumstances,

1 including the risk of significant delay and uncertainty associated with litigation and various defenses
2 asserted by Defendants.

3 9. The Parties expressly acknowledge that this Settlement Agreement is entered into
4 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
5 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
6 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
7 positions.

8 **DEFINITIONS**

9 10. The following definitions are applicable to this Settlement Agreement. Definitions
10 contained elsewhere in this Settlement Agreement will also be effective.

11 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
12 Class Counsel's litigation and resolution of the Actions and all actual costs and expenses incurred and
13 to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 13.

14 b. "Class" or "Class Member(s)" means all current and former employees of
15 Defendants who worked for Defendants in a non-exempt position in California during the Class
16 Period.

17 c. "Class Counsel" means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
18 L. GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC, who will seek to be
19 appointed counsel for the Class.

20 d. "Class List" means a complete list of all Class Members that Defendants will
21 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
22 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
23 information for each Class Member: (1) full name; (2) last known home address; (3) last known phone
24 number; (4) Social Security number; (5) weeks and pay periods worked for Defendants during the
25 Class Period; and (6) such other information as is necessary for the Settlement Administrator to
26 effectuate the terms of the Settlement and to calculate Workweeks and Pay Periods.

27 e. "Class Notice" means the Notice of Class Action Settlement, substantially in
28 the form attached hereto as "**Exhibit A.**"

f. “Class Period” means the period from February 23, 2020, through March 31, 2025.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Alameda.

i. “Defendants’ Counsel” means Brent Michael Douglas and Trevor Locko of Snell & Willmer.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the later of the following: (a) if no timely objections are filed, or if all objections are withdrawn, the Effective Date will be the date upon which the Court enters Final Approval; or (b) if any Settlement Class Member objects to the Class Settlement, and does not withdraw the objection, the Effective Date will be the date to file an appeal, and no such appeal is filed; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution (or withdrawal) of that appeal and entry of remittitur of any such appeal in a way that does not alter the terms of the settlement, , resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants in addition to the Gross Settlement Amount.

m. “Enhancement Payment(s)” means the amount to be paid to each of the Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class

Members and PAGA Employees, and general release of claims, as set forth in Paragraph 14.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

p. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

q. “Gross Settlement Amount” means the amount of One Million Four Hundred Thousand Dollars (\$1,400,000) to be paid by Defendants in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will be returned to Defendants. The Gross Settlement Amount is subject to increase, as provided in Paragraph 17.

r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 19.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 20.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 18.

u. “LWDA Payment” means the amount of Seven Five Thousand Dollars (\$75,000), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the

1 PAGA Settlement, as set forth in Paragraph 15.

2 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
3 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
4 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
5 Settlement Administration Costs.

6 w. “Notice of Objection” means a Settlement Class Member’s written objection to
7 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
8 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
9 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
10 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
11 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
12 specified address, postmarked on or before the Response Deadline.

13 x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars
14 (\$100,000) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)
15 of the PAGA Amount, or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and the
16 remaining twenty-five percent (25%), or \$25,000 will be distributed to the PAGA Employees (i.e., the
17 PAGA Employee Amount).

18 y. “PAGA Employees” means all current and former employees of Defendants
19 who worked Defendants in a non-exempt position in California during the PAGA Period.

20 z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand
21 Dollars (\$25,000), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a *pro*
22 *rata* basis based on their Pay Periods.

23 aa. “PAGA Period” means the period from April 8, 2023, through March 31, 2025.

24 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
25 Claims.

26 cc. “Pay Periods” means the number of pay periods each PAGA Members worked
27 for Defendants as a non-exempt employee in California during the PAGA Period. Pay Periods will be
28 calculated by Defendants.

dd. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

ee. “Preliminary Approval Order” means the order granting preliminary approval of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

ff. “Released Class Claims” means any and all claims, causes of action, damages, wages, benefits, expenses, penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising from the claims pled in the Actions and any claims which could have reasonably been pled based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay for all hours worked, to pay overtime and minimum wages, to provide compliant meal and rest periods and associated premium payments, to timely pay wages during employment and upon termination, to provide accurate wage statements, failure to provide or pay sick time, failure to reimburse necessary business-related expenses, unlawful business practices under the California Labor Code and/or the California Business and Professions Code, violations of California Labor Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 210, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the California Unfair Competition Act and California Business and Professions Code sections 17200, *et seq.*, for claims arising from the Labor Code sections listed above, the applicable Industrial Welfare Commission Wage Orders, claims under 15 U.S.C. §1681 b(b)(2)(A) the Fair Credit Reporting Act, claims under California Civil Code §1786, *et seq.* the Investigative Consumer Reporting Act, civil penalties (except for PAGA penalties), statutory penalties of any nature whatsoever (except PAGA penalties), attorneys’ fees and costs, asserted or that could have reasonably been asserted by an Class Member against the Released Parties based on the facts or claims alleged in the Actions during the Class Period, and expressly excluding claims that cannot be released by law.

gg. “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall

specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

hh. “Released Parties” means Defendants and their former, present and future owners, parents, subsidiaries, including but not limited to NCAL PT Company, LLC and PT Support Services, Inc. (formerly known as The Perfect Workout, Inc.), 121 Holdings, LLC, East PT Company, LLC, PT IP Company, LLC and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

ii. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

jj. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

kk. “Settlement Administrator” means ILYM Group, or any other third-party class

action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ll. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 16.

mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion.

nn. “Workweeks” means the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period. Workweeks will be calculated by the Defendants.

CLASS CERTIFICATION

11. For the purposes of this Settlement only, the Parties stipulate to the certification of the Class.

12. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

13. **Attorneys’ Fees and Costs.** Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$490,000 if the Gross Settlement Amount is \$1,400,000) and reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement

of the Actions, in an amount not to exceed Thirty Thousand Dollars (\$30,000), both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Actions, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

14. Enhancement Payment(s). Defendants agree not to oppose or impede any application or motion by Plaintiffs for Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500) to each Plaintiff, for a total of Fifteen Thousand Dollars (\$15,000). The Enhancement Payments, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement Payments as Settlement Class Members. Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested Enhancement Payment(s) that is not awarded by the Court to Plaintiffs shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA

1 Payments).

2 16. Settlement Administration Costs. The Settlement Administrator will be paid for the
3 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
4 which is currently estimated not to exceed Nine Thousand Dollars Dollars (\$9,000). These costs,
5 which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter*
6 *alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
7 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
8 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
9 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
10 requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the
11 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
12 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
13 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
14 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
15 Settlement Amount for the benefit of the Settlement Class Members.

16 17. Escalator Clause. Defendants have represented that the Class Members worked a total
17 of 25,560 Workweeks during the Class Period. If it is determined by the Settlement Administrator
18 that the total number of Workweeks worked by the Class Members during the Class Period actually
19 exceeds 25,560 by more than 10% (i.e., if the Workweeks exceed 28,116), then Defendants shall have
20 the option of decreasing the Class Period so that the Workweeks do not exceed 25,560 or to increase
21 the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of
22 Workweeks worked by the Class Members above 10%.

23 18. Individual Settlement Share Calculations. Individual Settlement Shares will be
24 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
25 Workweeks, as follows:

26 a. After Preliminary Approval, the Settlement Administrator will divide each
27 Class Member's individual Workweeks by the Workweeks of all Class Members, and multiply the
28 resulting fraction by the estimated Net Settlement Amount to yield each Class Member's estimated

Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide each Settlement Class Member's individual Workweeks by the Workweeks of all Settlement Class Members, and multiply the resulting fractions by the Net Settlement Amount to yield each Settlement Class Member's final Individual Settlement Share.

19. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of Pay Periods, as follows: The Settlement Administrator will divide each PAGA Employee's Pay Periods by the total Pay Periods of all PAGA Employees, and multiply the resulting fraction by the PAGA Employee Amount, i.e., 25% of the PAGA Amount, to yield each PAGA Employee's Individual PAGA Payment.

20. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

21. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll

1 taxes and other legally required withholdings to the appropriate government authorities.

2 22. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel do not
3 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
4 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
5 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
6 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
7 Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class
8 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
9 assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class
10 Members, and PAGA Employees should consult with their tax advisors concerning the tax
11 consequences of any payment they receive under the Settlement.

12 23. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
13 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
14 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
15 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
16 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
17 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
18 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
19 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
20 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
21 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
22 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
23 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
24 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
25 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
26 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
27 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
28 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO

1 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
2 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
3 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
4 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
5 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
6 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7 24. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
8 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
9 are issued to the payee. It is expressly understood and agreed that payments made under this
10 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
11 to additional compensation or benefits under any new or additional compensation or benefits, or any
12 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
13 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
14 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
15 any contrary language or agreement in any benefit or compensation plan document that might have
16 been in effect during the Class Period).

17 25. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
18 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
19 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
20 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
21 draft of the preliminary approval motion three (3) days before filing it with the Court. Defendants
22 agree not to oppose the motion for preliminary approval of the Settlement consistent with this
23 Settlement Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary
24 Approval Order seeking the following:

- 25 a. Conditionally certifying the Class for settlement purposes only;
- 26 b. Granting Preliminary Approval of the Settlement;
- 27 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 28 d. Preliminarily appointing Class Counsel as counsel for the Class;

e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;

f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

26. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

27. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

28. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. Compliance with the procedures described herein above shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to provide notice of the Settlement.

1 29. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
2 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
3 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
4 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
5 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
6 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
7 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
8 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
9 However, if a Class Member produces information and/or documents to the contrary, the Settlement
10 Administrator will evaluate the materials submitted by the Class Member and the Settlement
11 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
12 the disputing Class Member should be credited with under the Settlement. The Settlement
13 Administrator's decision on such disputes will be final and non-appealable.

14 30. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
15 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
16 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
17 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
18 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
19 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
20 submitted, and also identify the individuals who have submitted a timely and valid Request for
21 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
22 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
23 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
24 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
25 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
26 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
27 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
28 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining

1 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
2 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
3 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
4 submit a Request for Exclusion.

5 31. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
6 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
7 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
8 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
10 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
11 and complete and which were not), and also attach them to a declaration that is to be filed with the
12 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
13 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
14 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
15 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
16 whether they have submitted a Notice of Objection.

17 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
18 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
19 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
20 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
21 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
22 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
23 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
24 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
25 Dispute.

26 33. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
27 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
28 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class

Counsel within ten (10) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendants exercises this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

34. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion three (3) days before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

d. Approval of the application for Enhancement Payment to Plaintiffs;

e. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and

f. Entering judgment in the Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Funding of the Gross Settlement Amount. No later than one hundred twenty (120) calendar days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a

1 Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et*
 2 *seq.*, to be established by the Settlement Administrator. Defendants shall provide all information
 3 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official
 4 name, 8-digit state unemployment insurance tax ID number, and other information requested by the
 5 Settlement Administrator, no later than one hundred twenty (120) calendar days after the Effective
 6 Date.

7 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the
 8 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
 9 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
 10 LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to
 11 Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also
 12 set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
 timely forward these to the appropriate government authorities.

13 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
 14 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
 15 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
 16 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
 17 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
 18 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
 19 Members and PAGA Employees are not required to submit a claim to be issued an Individual
 20 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
 21 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
 22 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
 23 associated with such canceled checks shall be distributed by the Settlement Administrator to the cy
 24 pres beneficiary Legal Aid at Work (“LAAW”). The Settlement Administrator shall undertake
 25 amended and/or supplemental tax filings and reporting required under applicable local, state, and
 26 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
 27 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
 28 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA

Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the PAGA Settlement.

39. Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

40. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

41. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on each of their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment and/or separation of employment with Defendants, which Plaintiffs, at any time up until the execution of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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.

42. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

44. Effects of Termination or Rescission of Settlement. Termination or rescission of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order and Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements, and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements, or filings in furtherance of the Settlement (including all matters associated with the

mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

45. No Prior Assignments. The Parties and their counsel 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 right herein released and discharged.

46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' agreement relating to the settlement and transaction completed thereby, 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 other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure Section 583.310), except such proceedings necessary to implement and complete this Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

49. Amendment or Modification. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this

1 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
2 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
3 constitute a waiver of any other provision.

4 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
6 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
7 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
8 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
9 full authority to enter into this Settlement Agreement, and further intend that this Settlement
10 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
11 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
12 confidentiality provisions that otherwise might apply under state or federal law.

13 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
14 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
15 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
16 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
17 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
18 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
19 Member and PAGA Employee.

20 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 54. Execution and Counterparts. This Settlement Agreement is subject only to the
25 execution of all Parties. However, this Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
27 copies of the signature page, will be deemed to be one and the same instrument.

28 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at

1 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
5 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
6 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
7 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

8 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this Settlement
11 Agreement valid and enforceable.

12 57. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
13 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
14 to implement the Settlement.

15 58. No Publicity. Plaintiffs and Class Counsel agree that they will not issue any press
16 release, initiate any contact with the press, respond to any press inquiry or have any communication
17 with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiffs
18 and Class Counsel agree that they will not engage in any advertising or distribute any marketing
19 materials relating to the Settlement, including but not limited to any postings on any websites
20 maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a
21 class action claim against a company so long as neither Defendants, nor the Plaintiffs are identified.
22 In addition, Plaintiffs' counsel may list the case name, number, and a brief description of the claims
23 in their declarations in support of qualifications as class counsel in future filings.

24 59. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
25 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
26 continued litigation. In entering into this Settlement Agreement, Defendants does not admit, and
27 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
28 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;

1 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
2 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
3 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
4 construed as an admission or concession by Defendants of any such violations or failures to comply
5 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
6 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
7 as evidence in any action or proceeding to establish any liability or admission on the part of Defendants
8 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
9 federal, state, local, or other applicable law.

10 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
11 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
12 intent of the provisions of this Settlement Agreement.

13 61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
14 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
15 construed more strictly against one Party than another merely by virtue of the fact that it may have
16 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
17 negotiations between the Parties, all Parties have contributed equally to the preparation of this
18 Settlement Agreement.

19 62. Representation By Counsel. The Parties acknowledge that they have been represented
20 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
21 that this Settlement Agreement has been executed with the consent and advice of counsel, and
22 reviewed in full.

23 63. All Terms Subject to Final Court Approval. All amounts and procedures described in
24 this Settlement Agreement herein will be subject to final Court approval.

25 64. Notices. All notices, demands, and other communications to be provided concerning
26 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
27 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
28 as follows:

To Plaintiffs and Class Counsel:
 Barbara DuVan-Clarke
 BDC@blackstonepc.com
 Annabel Blanchard
 ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants:
 Brent Douglas
 bmdouglas@swlaw.com
 Trevor Locko
 tlocko@swlaw.com
Snell & Wilmer
 3611 Valley Centre Drive, Suite 500
 San Diego, California 92130

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF DAVID CORI

Dated: 09/26/2025

David Cori
 Plaintiff David Cori

PLAINTIFF SONIA HERNANDEZ

Dated: _____

 Plaintiff Sonia Hernandez

To Plaintiffs and Class Counsel:
 Barbara DuVan-Clarke
 BDC@blackstonepc.com
 Annabel Blanchard
 ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
 8383 Wilshire Boulevard, Suite 745
 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants:
 Brent Douglas
 bmdouglas@swlaw.com
 Trevor Locko
 tlocko@swlaw.com
Snell & Wilmer
 3611 Valley Centre Drive, Suite 500
 San Diego, California 92130

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF DAVID CORI

Dated: _____

 Plaintiff David Cori

PLAINTIFF SONIA HERNANDEZ

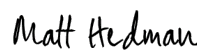
Dated: 09/26/2025

Sonia Hernandez

 Plaintiff Sonia Hernandez

**DEFENDANTS THE PERFECT
WORKOUT, INC. & SOCAL PTC, LLC**

Dated: 11/11/2025

Signed by:

0A6FBDD5GA0643F...

Full Name: Matt Hedman

Title: Manager

On behalf of Defendants The Perfect Workout,
Inc. and SoCal PTC, LLC

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated:

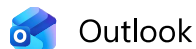

Jonathan M. Genish
Barbara DuVan-Clarke
Attorneys for Plaintiffs David Cori and
Sonia Hernandez

SNELL & WILMER

Dated: 11/18/2025


Brent Michael Douglas
Attorneys for Defendants The Perfect Workout,
Inc. and SoCal PTC, LLC

EXHIBIT 4



Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Mar 24/02/2026 16:46

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

02/24/2026 01:46:15 PM

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

Item submitted: Proposed Settlement

On 02/24/2026 01:46:15 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1021093-24

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)