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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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 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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[PROPOSED] ORDER

On June 4, 2026 at 2:30 p.m. in Department 16 of the above-captioned Court located at 1221 Oak Street, Oakland, California 94612, Plaintiffs David Cori and Sonia Hernandez’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Victoria Kolakowski. Blackstone Law, APC appeared on behalf of Plaintiffs and Snell & Wilmer appeared on behalf of Defendants The Perfect Workout, Inc. and SoCal PTC, LLC (“Defendants”).

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Annabel Blanchard in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court’s determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys’ Fees and Costs, Enhancement Payments, LWDA Payment, Settlement Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the

1 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
2 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
3 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
4 awards made available to the Settlement Class Members and PAGA Employees are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues and are consistent with the requirements of California Labor Code §
7 2699(e)(1).

8 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
9 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
10 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
11 (b) common questions of law and fact predominate, and there is a well-defined community of interest
12 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs’
13 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
14 protect the interests of the members of the Class; (e) a class action is superior to other available
15 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
16 counsel for Plaintiffs in their individual capacity and as the representative of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
18 follows:

19 All current and former employees of Defendants who worked for Defendants in a
20 non-exempt position in California during the Class Period.

21 (The Class Period is defined as the period from February 23, 2020, through March
22 31, 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke,
23 Danielle L. GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as counsel
24 for the Class (“Class Counsel”).

25 8. The Court provisionally appoints Plaintiffs David Cori and Sonia Hernandez as the
26 representatives of the Class (“Class Representative”).

27 9. The Court provisionally appoints ILYM Group to handle the administration of the
28 Settlement (“Settlement Administrator”).

1 10. Within twenty-one (21) calendar days after entry of this Order, Defendants will provide
2 the Settlement Administrator with the following information about each Class Member: full name, last
3 known mailing address, last known phone number, Social Security number, weeks and pay periods
4 worked for Defendants during the Class Period, and such other information as is necessary for the
5 Settlement Administrator to effectuate the terms of the Settlement and to calculate Workweeks and
6 Pay Periods (collectively referred to as the “Class List”) in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
8 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
9 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
10 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
11 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
12 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
13 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
14 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
15 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
16 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
17 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
18 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
19 Notice by First-Class U.S. Mail to all Class Members within seven (7) calendar days of receipt of the
20 Class List, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
25 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
26 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

1 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
2 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
3 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
4 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do
5 not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound
6 by the Settlement Agreement and any final judgment based thereon.

7 13. A Final Approval Hearing shall be held before this Court on
8 _____ at _____ a.m./p.m. in Department 16 of the Alameda
9 County Superior Court, located at 1221 Oak Street, Oakland, California 94612, to determine all
10 necessary matters concerning the Settlement, including: whether the proposed settlement of the action
11 on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should
12 be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
13 herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate,
14 and reasonable to the Settlement Class Members and PAGA Employees; and determine whether to
15 approve the requests for the Attorneys' Fees and Costs, Enhancement Payments, Settlement
16 Administration Costs, and allocation for the PAGA Amount.

17 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
18 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
19 appropriate declarations and supporting evidence, including the Settlement Administrator's
20 declaration, by _____, to be heard at the Final Approval Hearing.

21 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
22 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
23 Objection must be signed and must contain the information that is required, as set forth in the Class
24 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
25 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
26 regardless of whether they have submitted a Notice of Objection.

27 16. In the event the Settlement does not become effective in accordance with the terms of
28 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails

1 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
2 the parties shall revert back to their respective positions as of before entering into the Settlement
3 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
4 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

5 17. The Court reserves the right to adjourn or continue the date of the Final Approval
6 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
7 Members and retains jurisdiction to consider all further applications arising out of or connected with
8 the Settlement.

9 **IT IS SO ORDERED.**

10 Dated: _____

Honorable Victoria Kolakowski
Judge of the Superior Court

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EXHIBIT 1

David Cori and Sonia Hernandez v. The Perfect Workout, Inc., et al
Superior Court of California for the County of Alameda, Case No. 24CV080201

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and

1 Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys
2 General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiffs seek, among
3 other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses,
4 restitution, penalties, interest, and attorneys' fees and costs.

5 Defendants deny all of the allegations in the Action or that it violated any law.

6 The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached
7 a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement
8 ("Settlement" or "Settlement Agreement").

9 On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The
10 Court has appointed ILYM Group as the administrator of the Settlement ("Settlement Administrator"),
11 Plaintiffs Sonia Hernandez and David Cori as representatives of the Class ("Class Representatives"), and the
12 following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):

Jonathan M. Genish

Barbara DuVan-Clarke

Danielle L. GruppChang

P.J. Van Ert

Annabel Blanchard

Blackstone Law, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

13 If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you
14 have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an
15 Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay
16 Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a
17 PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not
18 have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be
19 bound to the PAGA Settlement if the Court grants final approval of the Settlement.

20 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement
21 is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that
22 Defendants have any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendants,
23 and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side
24 of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class
25 Members, the State of California, and PAGA Employees.

26 **III. SUMMARY OF THE PROPOSED SETTLEMENT**

27 **A. Settlement Formula**

28 The total gross settlement amount is One Million Four Hundred Thousand Dollars (\$1,400,000) (the "Gross
Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class
Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross
Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys'
fees, in an amount up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$490,000), and
reimbursement of litigation costs and expenses, in an amount not to exceed Thirty Thousand Dollars (\$30,000)
to Class Counsel; (2) Enhancement Payments in the amount of \$7,500 each to the two Class Representatives,
for a total of Fifteen Thousand Dollars (\$15,000) to Plaintiffs for their services in the Action; (3) the amount
of One Hundred Thousand Dollars (\$100,000) allocated toward civil penalties under the Private Attorneys
General Act ("PAGA Amount"), of which the LWDA will be paid 75% (\$75,000) ("LWDA Payment") and
the remaining 25% (\$25,000) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4)
Settlement Administration Costs in an amount not to exceed Nine Thousand Dollars (\$9,000) to the Settlement
Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net
Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked

for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the individual workweeks of each Class Member by the total Workweeks of all Class Members, and multiplied the resulting fraction by the estimated Net Settlement Amount, to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Members worked for Defendants as a non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided each PAGA Employee’s individual Pay Periods by the Pay Periods of all PAGA Employees, and multiplied the resulting fraction by the PAGA Employee Amount, i.e., 25% of the PAGA Amount, to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants’ Records

According to Defendants’ records:

- **From February 23, 2020, through March 31, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From April 8, 2023, through March 31, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action entitled *David Cori and Sonia Hernandez v. The Perfect Workout, Inc., et al*, (Alameda, County Superior Court Case No. 24CV080201); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share

1 of taxes and withholdings with respect to the wages portion of the Individual Settlement Share
2 and will only be distributed if the Court approves the Settlement and after the Settlement goes
into effect.

3 Under the terms of the Settlement, your Individual PAGA Payment is estimated to be
4 \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the
Settlement goes into effect.

5 The settlement approval process may take multiple months. Your Individual Settlement Share and Individual
6 PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual
Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

7 **D. Release of Claims**

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

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

13
14 “Released Class Claims” means any and all claims, causes of action, damages, wages, benefits, expenses,
15 penalties (except PAGA penalties), debts, liabilities, demands, obligations, attorneys’ fees, and costs, arising
16 from the claims pled in the Actions and any claims which could have reasonably been pled based on the factual
17 allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims
18 for Defendants’ alleged failure to pay for all hours worked, to pay overtime and minimum wages, to provide
19 compliant meal and rest periods and associated premium payments, to timely pay wages during employment
20 and upon termination, to provide accurate wage statements, failure to provide or pay sick time, failure to
21 reimburse necessary business-related expenses, unlawful business practices under the California Labor Code
22 and/or the California Business and Professions Code, violations of California Labor Code Sections 201, 202,
23 203, 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(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.

24 “Released PAGA Claims” any and all claims arising from any of the factual allegations in the PAGA Letter,
25 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California
26 Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to
27 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
28 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.

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

6 **E. Attorneys’ Fees and Costs to Class Counsel**

7 Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross
8 Settlement Amount (i.e., \$490,000) and reimbursement of litigation costs and expenses in an amount not to
9 exceed Thirty Thousand Dollars (\$30,000) (collectively, “Attorneys’ Fees and Costs”), subject to approval by
10 the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount.
11 Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees
12 on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation
13 costs and expenses.

14 **F. Enhancement Payment to Plaintiffs**

15 Plaintiffs will seek the amount of \$7,500 *each* in the total amount of Fifteen Thousand Dollars (\$15,000).
16 (“Enhancement Payments”), in recognition of their services in connection with the Action. The Enhancement
17 Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it
18 will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments
19 that they may be entitled to under the Settlement.

20 **G. Settlement Administration Costs to Settlement Administrator**

21 Payment to the Settlement Administrator is estimated to be Seven Thousand Five Hundred Dollars (\$7,500)
22 (“Settlement Administration Costs”) for the costs of the notice and settlement administration process,
23 including and not limited to, the expense of notifying the Class Members of the Settlement, processing
24 Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares,
25 Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms
26 under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

27 **IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?**

28 **A. Participate in the Settlement**

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do
not have to do anything. You will automatically be included in the Class Settlement and issued your
Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the
Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by
the Court based thereon, and you will release the Released Class Claims against the Released Parties as
described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be
included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound
by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and
you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the
payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event
you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for
Exclusion”) to the Settlement Administrator, at the following address:

[Administrator Address]

A Request for Exclusion must: (a) contain the case name and number of the Action *David Cori and Sonia Hernandez v. The Perfect Workout, Inc., et al*, (Alameda County Case No. 24CV080201); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement, and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*David Cori and Sonia Hernandez v. The Perfect Workout, Inc., et al*, Case No. 24CV080201); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 16 of the Alameda County Superior Court, located at Rene C. Davidson Courthouse at 1225 Fallon St, Oakland, California 94612, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number 24CV080201 and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also visit the Settlement Administrator’s website at [redacted] for key documents in the Action.

1 PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
2 INFORMATION REGARDING THIS SETTLEMENT.
3 IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT
4 THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT
5 CLASS COUNSEL.
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