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June 26, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Leticia Ramirez Lopez v. West Covina Corporate Fitness, Inc., et al.*

Dear PAGA Administrator:

This office represents Leticia Ramirez Lopez in connection with her claims under the California Labor Code. Ms. Ramirez Lopez was an employee of WEST COVINA CORPORATE FITNESS, INC.; GLENDALE CORPORATE FITNESS, INC.; MONTCLAIR CORPORATE FITNESS, INC.; MUSCLEBOUND, INC.; SANTA ANITA CORPORATE FITNESS, INC.; and/or THOUSAND OAKS CORPORATE FITNESS, INC. For the purposes of this letter, Ms. Ramirez Lopez collectively refers to these entities as “GOLD’S GYM.”

The employers may be contacted directly at the addresses below:

WEST COVINA CORPORATE FITNESS, INC.
19835 NORDHOFF STREET, BLDG 1A-UNIT B
NORTHRIDGE, CA 91324

GLENDALE CORPORATE FITNESS, INC.
19835 NORDHOFF STREET, BLDG 1A-UNIT B
NORTHRIDGE, CA 91324

MONTCLAIR CORPORATE FITNESS, INC.
19835 NORDHOFF STREET, BLDG 1A-UNIT B
NORTHRIDGE, CA 91324

MUSCLEBOUND, INC.
19835 NORDHOFF STREET, BLDG 1A-UNIT B
NORTHRIDGE, CA 91324

SANTA ANITA CORPORATE FITNESS, INC.
19835 NORDHOFF STREET, BLDG 1A-UNIT B
NORTHRIDGE, CA 91324

THOUSAND OAKS CORPORATE FITNESS, INC.
19835 NORDHOFF STREET, BLDG 1A-UNIT B
NORTHRIDGE, CA 91324

Ms. Ramirez Lopez intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Ramirez Lopez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by GOLD’S GYM as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

GOLD'S GYM employed Ms. Ramirez Lopez as an hourly paid, non-exempt employee from approximately June 2023 to February 2024. Ms. Ramirez Lopez worked as a Maintenance Worker at GOLD'S GYM located in West Covina, California. Ms. Ramirez Lopez typically worked six (6) hours or more per day, and five (5) days per week. At the time Ms. Ramirez Lopez's employment ended with GOLD'S GYM, she was compensated approximately \$16.00 per hour. Ms. Ramirez Lopez's primary job duties as a Maintenance Worker included, without limitation, cleaning and disinfecting exercise equipment, weight areas, and locker rooms; taking out trash; vacuuming; and replenishing paper towels and hand sanitizer dispensers.

GOLD'S GYM committed one or more of the following Labor Code violations against Ms. Ramirez Lopez, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

GOLD'S GYM's Company-Wide and Uniform Payroll and HR Practices

WEST COVINA CORPORATE FITNESS, INC.; GLENDALE CORPORATE FITNESS, INC.; MONTCLAIR CORPORATE FITNESS, INC.; MUSCLEBOUND, INC.; SANTA ANITA CORPORATE FITNESS, INC.; and THOUSAND OAKS CORPORATE FITNESS, INC. are California corporations. GOLD'S GYM is a chain of fitness centers offering group exercise programs and gym equipment in at least 20 locations in California. Upon information and belief, GOLD'S GYM maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Northridge, California, for all non-exempt, hourly paid employees working for GOLD'S GYM in California, including Ms. Ramirez Lopez and other aggrieved employees. At all relevant times, GOLD'S GYM issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Ramirez Lopez and other aggrieved employees, regardless of their location or position.

Upon information and belief, GOLD'S GYM maintains a centralized Payroll department at its corporate headquarters in Northridge, California, which processes payroll for all non-exempt, hourly paid employees working for GOLD'S GYM in California, including Ms. Ramirez Lopez and other aggrieved employees. Further, GOLD'S GYM issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Ramirez Lopez and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, GOLD'S GYM utilized the same methods and formulas when calculating wages due to Ms. Ramirez Lopez and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Ms. Ramirez Lopez's experience and counsel's review of those records currently available relating to Ms. Ramirez Lopez's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Ramirez Lopez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

GOLD’S GYM willfully failed to pay all overtime wages owed to Ms. Ramirez Lopez and other aggrieved employees. During the relevant time period, Ms. Ramirez Lopez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, GOLD’S GYM had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Ramirez Lopez and other aggrieved employees from recording hours worked that were outside their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with GOLD’S GYM’s practices of understaffing and assigning heavy workloads (*see infra*), led Ms. Ramirez Lopez and other aggrieved employees to work off-the-clock after their scheduled shift times. For example, three (3) times per week, Ms. Ramirez Lopez was required to clock out at her scheduled shift end-time and continue completing tasks, such as cleaning locker rooms and sanitizing exercise equipment. As a further example, GOLD’S GYM’s management would call Ms. Ramirez Lopez off-the-clock to discuss work-related matters such as cleaning supplies and tasks to be completed. When this occurred, Ms. Ramirez Lopez and other aggrieved employees were unable to record this off-the-clock work because GOLD’S GYM’s management prohibited them from recording these overtime hours.

Second, GOLD’S GYM had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location’s labor or payroll budget set by corporate. On information and belief, GOLD’S GYM’s uniform use of labor budgeting and understaffing resulted in a failure to provide Ms. Ramirez Lopez and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, GOLD’S GYM only scheduled one (1) Maintenance Worker during evening shifts, resulting in no one available to relieve employees needing meal period coverage, and Ms. Ramirez Lopez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

Moreover, GOLD’S GYM also had a practice of failing to schedule meal periods, which further caused Ms. Ramirez Lopez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Ramirez Lopez was required to work through all or part of her meal periods because she was required to assist gym members or clean spills in the locker room and on the gym floor. Thus, Ms. Ramirez Lopez and other aggrieved employees worked through meal periods and/or had their meal periods interrupted or cut short in order to complete their

assigned workloads. GOLD'S GYM did not pay Ms. Ramirez Lopez and other aggrieved employees for the time they continued to perform tasks during meal periods.

Third, on information and belief, because GOLD'S GYM frowned upon employees accruing meal period penalties, GOLD'S GYM pressured Ms. Ramirez Lopez and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline, even when they did not receive a compliant meal period. Additionally, GOLD'S GYM company-wide timekeeping system prevented Ms. Ramirez Lopez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, GOLD'S GYM did not record all hours worked during meal periods, and Ms. Ramirez Lopez and other aggrieved employees performed work during meal periods for which they were not paid.

GOLD'S GYM knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Ramirez Lopez and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Ramirez Lopez and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Ramirez Lopez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, GOLD'S GYM did not pay Ms. Ramirez Lopez and/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, on information and belief, GOLD'S GYM paid Ms. Ramirez Lopez and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, GOLD'S GYM failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rates. Therefore, during times when Ms. Ramirez Lopez and/or other aggrieved employees worked overtime and received these other forms of pay, GOLD'S GYM failed to pay all overtime wages by paying a lower overtime rate than required.

GOLD'S GYM's failure to pay Ms. Ramirez Lopez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

As stated above, as a result of GOLD'S GYM's company-wide policies and/or practices of restricting overtime accrual, Ms. Ramirez Lopez and other aggrieved employees were required to perform various work-related tasks off-the-clock, including, but not limited to, cleaning locker rooms, sanitizing exercise equipment, and communicating with management. GOLD'S GYM failed to track this time Ms. Ramirez Lopez and other aggrieved employees spent working off-the-clock, and Ms. Ramirez Lopez and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to GOLD'S GYM's uniform practices of utilizing labor budgets, understaffing its locations, assignment of heavy workloads, and failure to schedule meal periods, Ms. Ramirez Lopez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, on information and belief, in order to limit meal penalties that GOLD'S GYM would otherwise owe, GOLD'S GYM pressured Ms. Ramirez Lopez and other aggrieved employees to clock out for meal periods, on threat of discipline, even when they did not receive a compliant meal period. Furthermore, as stated, GOLD'S GYM's company-wide timekeeping system prevented Ms. Ramirez Lopez and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Ramirez Lopez and other aggrieved employees for a full 30 minutes. Thus, GOLD'S GYM systematically failed to pay Ms. Ramirez Lopez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, GOLD'S GYM did not pay at least minimum wages for all hours worked by Ms. Ramirez Lopez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, GOLD'S GYM did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, GOLD'S GYM regularly failed to pay at least minimum wages to Ms. Ramirez Lopez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than

twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, GOLD'S GYM had, and continues to have, company-wide policies and/or practices of understaffing its locations while utilizing labor budgets, which, combined with assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented Ms. Ramirez Lopez and other aggrieved employees from taking all compliant meal periods. As a result, Ms. Ramirez Lopez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. Ms. Ramirez Lopez had her meal periods interrupted or cut short to finish cleaning and sanitizing different areas of the gym. Thus, GOLD'S GYM failed to provide Ms. Ramirez Lopez and other aggrieved employees with compliant, 30-minute meal periods.

Second, as stated, on information and belief, in order to limit meal penalties that GOLD'S GYM would otherwise owe, GOLD'S GYM pressured Ms. Ramirez Lopez and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, on threat of discipline, even when they did not receive a compliant meal period. Also, as stated, GOLD'S GYM's company-wide timekeeping system prevented Ms. Ramirez Lopez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Ramirez Lopez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Third, GOLD'S GYM did not provide Ms. Ramirez Lopez and/or other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Ramirez Lopez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, GOLD'S GYM knew or should have known that as a result of its policies, Ms. Ramirez Lopez and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. GOLD'S GYM further knew or should have known that it did not pay Ms. Ramirez Lopez and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, GOLD'S GYM engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Ms. Ramirez Lopez and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that GOLD'S GYM did pay Ms. Ramirez Lopez and/or other aggrieved employees for missed, late, and interrupted meal periods, GOLD'S GYM did not pay Ms. Ramirez Lopez and/or other aggrieved employees at the correct rate of pay for premiums because GOLD'S GYM systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GOLD'S GYM failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, GOLD'S GYM regularly failed to authorize and permit Ms. Ramirez Lopez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, GOLD'S GYM's company-wide policies of understaffing and assigning heavy workloads prevented Ms. Ramirez Lopez and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. GOLD'S GYM also failed to schedule rest periods, which, coupled with GOLD'S GYM's failure to provide adequate rest period coverage, further led to Ms. Ramirez Lopez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, on information and belief, GOLD'S GYM maintained a company-wide on-premises rest period policy, which effectively required that Ms. Ramirez Lopez and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Ramirez Lopez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, GOLD'S GYM effectively maintained control over Ms. Ramirez Lopez and other aggrieved employees during rest periods.

As a result of GOLD'S GYM's practices and policies, Ms. Ramirez Lopez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Ramirez Lopez would forgo her rest periods altogether due to the heavy workload and lack of rest period coverage. When Ms. Ramirez Lopez was able to take her rest periods, they were often interrupted because she was required to address a time-sensitive issue such as cleaning spills or a restroom overflowing.

GOLD'S GYM has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Ramirez Lopez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that GOLD'S GYM did pay Ms.

Ramirez Lopez and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, GOLD'S GYM did not pay Ms. Ramirez Lopez and/or other aggrieved employees at the correct rate of pay for premiums because GOLD'S GYM failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GOLD'S GYM failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. GOLD'S GYM has not provided Ms. Ramirez Lopez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, GOLD'S GYM has knowingly and intentionally provided Ms. Ramirez Lopez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, GOLD'S GYM issued uniform wage statements to Ms. Ramirez Lopez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, GOLD'S GYM violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because GOLD'S GYM did not record the time Ms. Ramirez Lopez and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), GOLD'S GYM did not list the correct amount of gross wages and net wages earned by Ms. Ramirez Lopez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, GOLD'S GYM failed to accurately list the total number of hours worked by Ms. Ramirez Lopez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Furthermore, because GOLD'S GYM did not calculate Ms. Ramirez Lopez and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, GOLD'S GYM did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5).

GOLD’S GYM also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” At all relevant times, and in violation of Labor Code section 1174(d), GOLD’S GYM willfully failed to maintain accurate payroll records for Ms. Ramirez Lopez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, GOLD’S GYM engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Ramirez Lopez and other aggrieved employees, in violation of section 1198. Also, in light of GOLD’S GYM’s failure to provide Ms. Ramirez Lopez and/or other aggrieved employees with second 30-minute meal periods to which they were entitled, GOLD’S GYM kept no records of meal start and end times for second meal periods.

Because GOLD’S GYM failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Ramirez Lopez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Ramirez Lopez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, GOLD’S GYM willfully failed to pay Ms. Ramirez Lopez and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final 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 that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, GOLD’S GYM willfully failed to pay Ms. Ramirez Lopez and other aggrieved employees who are no longer employed by GOLD’S GYM the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving GOLD’S GYM’s employ.

Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools

and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, GOLD’S GYM, on a company-wide basis, required that Ms. Ramirez Lopez and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Ramirez Lopez used her personal cellular phone to communicate with managers regarding cleaning chemicals and supplies and other work-related tasks. Although GOLD’S GYM required Ms. Ramirez Lopez and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities GOLD’S GYM failed to reimburse them for this cost.

Second, during the relevant time period, GOLD’S GYM expected Ms. Ramirez Lopez and other aggrieved employees to report to work in clean and presentable uniforms bearing the GOLD’S GYM logo, including a uniform shirt. However, GOLD’S GYM only provided Ms. Ramirez Lopez and other aggrieved employees with three (3) uniform shirts at the time of hire. For example, due to the nature of the work Ms. Ramirez Lopez and other aggrieved employees performed, including cleaning and disinfecting, Ms. Ramirez Lopez’s and other aggrieved employees’ uniform items would become soiled and/or acquire an unpleasant odor, such that three (3) shirts was not a sufficient number of uniforms for the workweek. As a result, Ms. Ramirez Lopez and other aggrieved employees had to wash their uniform items more frequently or separately from their regular clothing, thus incurring additional utility and laundry expenses. Thus, GOLD’S GYM failed to maintain uniforms it required Ms. Ramirez Lopez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

GOLD’S GYM could have provided Ms. Ramirez Lopez and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and access to laundering services. Or, GOLD’S GYM could have reimbursed employees for the costs of their mobile device usage, and laundering expenses or provided a uniform maintenance allowance. Instead, GOLD’S GYM passed these operating costs off onto Ms. Ramirez Lopez and other aggrieved employees. At all relevant times, Ms. Ramirez Lopez and other aggrieved employees did not earn at least two (2) times the minimum wage.

Thus, GOLD’S GYM had, and continues to have, a company-wide policy and/or practice of passing not reimbursing employees for expenses necessarily incurred and on their operating costs to Ms. Ramirez Lopez and other aggrieved employees in violation of California Labor Code section 2802. Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to

their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, GOLD'S GYM failed, on a company-wide basis, to provide written notice to Ms. Ramirez Lopez and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, GOLD'S GYM failed to provide Ms. Ramirez Lopez and other aggrieved employees with hourly rate(s) of pay including overtime rate(s) of pay, in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that GOLD'S GYM provided to Ms. Ramirez is blank where the aforementioned wage information should be filled in. GOLD'S GYM's failure to provide Ms. Ramirez Lopez and other aggrieved employees with written notice of basic information regarding their employment with GOLD'S GYM is in violation of Labor Code section 2810.5.

Ms. Ramirez Lopez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." GOLD'S GYM, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Ramirez Lopez's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Ramirez Lopez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Ramirez Lopez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against GOLD'S GYM for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Ramirez Lopez seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Ramirez Lopez's reasonable attempt to settle her dispute with GOLD'S GYM prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform GOLD'S GYM of Ms. Ramirez Lopez's aforementioned grievances and the proposed remedies as detailed below, while affording GOLD'S GYM a reasonable opportunity to satisfy Ms. Ramirez Lopez's demands.

Demand is hereby made that GOLD'S GYM shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. GOLD'S GYM shall pay Ms. Ramirez Lopez and all other aggrieved employees employed by GOLD'S GYM at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. GOLD'S GYM shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. GOLD'S GYM shall conduct a survey or interview all current and former aggrieved employees in California who worked for GOLD'S GYM in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses, uniform maintenance expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. GOLD'S GYM shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. GOLD'S GYM also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. GOLD'S GYM shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for GOLD'S GYM's benefit, including, but not limited to, mobile device expenses; laundry expenses; or other expenditures, as required by Labor Code section 2802.
6. GOLD'S GYM shall pay accrued legal interest to Ms. Ramirez Lopez and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. GOLD'S GYM shall provide Ms. Ramirez Lopez and all aggrieved employees employed by GOLD'S GYM at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. GOLD'S GYM shall pay waiting time penalties, equal to 30 days of pay, to Ms. Ramirez Lopez and each former aggrieved employee who was not paid all wages due as described herein.

9. GOLD'S GYM shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. GOLD'S GYM shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: WEST COVINA CORPORATE FITNESS, INC. (via U.S. Certified Mail); GLENDALE CORPORATE FITNESS, INC. (via U.S. Certified Mail); MONTCLAIR CORPORATE FITNESS, INC. (via U.S. Certified Mail); MUSCLEBOUND, INC.; (via U.S. Certified Mail); SANTA ANITA CORPORATE FITNESS, INC. (via U.S. Certified Mail); THOUSAND OAKS CORPORATE FITNESS, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SEND R: COMPLETE THIS SECTION	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature X	
B. Received by (Printed Name) _____ C. Date of Delivery _____	
D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: _____	
Service Type ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery	
Delivery ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Priority Mail Express® ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2000 PSN 7530-02-000-9053	

WEST COVINA
CORPORATE FITNESS, INC.
19835 Nordhoff Street
BLDG 1A-Unit B
Northridge, CA 91324

U.S. Postal Service™
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Domestic Mail Only

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Lopez v. Golds Gym

Trademark

Certified Mail Fee \$ _____

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ _____

☐ Return Receipt (electronic) \$ _____

☐ Certified

☐ Adult Sig

☐ Adult Sig

Postage \$ _____

Total Post: \$ _____

Sent To: \$ _____

Street and: _____

City, State: _____

WEST COVINA
CORPORATE FITNESS, INC.
 19835 Nordhoff Street
 BLDG 1A-Unit B
 Northridge, CA 91324

9686 4922 0000 0142 2202

9686 4922 0000 0142 2202

CERTIFIED MAIL®

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

Capstone Law, APC

1875 Century Park, East, 1000

Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		GLENDALE CORPORATE FITNESS, INC. 19835 Nordhoff Street BLDG 1A-Unit B Northridge, CA 91324	
		7022 2410 0000 2264 9889	
2. Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Priority Mail Express®	
B. Received by (Printed Name) ☐ Addressee ☐ Agent		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
C. Date of Delivery		Domestic Return Receipt	

**GLENDALF CORPORATE
FITNESS, INC.**

19835 Nordhoff Street

BLDG 1A-Unit B

Northridge, CA 91324

CERTIFIED MAIL® PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.					
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>					
For delivery information, visit our website at www.usps.com.					
OFFICIAL USE					
Certified Mail Fee \$ _____		<i>Lopez v. Gold's Gym</i> Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Certified ☐ Adult Sign. ☐ Adult Signature Required Postage Total Post \$ _____ Sent To \$ _____ Street and City, State, Zip+4			
PS Form 3800, April 2015 PSN 7530-02-000-9047		See Reverse for Instructions			

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION		PS Form 3811, July 2020 PSN 7530-02-000-9053	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece.		2. Article Number (transfers to carrier's label) 7022 2410 0000 2264 9872	
MONTCLAIR CORPORATE FITNESS, INC. 19835 Nordhoff Street BLDG 1A-Unit B Northridge, CA 91324			
A. Signature X		Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic) ☐ Adult Signature Restricted Delivery	
B. Received by (Printed Name) C. Date of Delivery ☐ Agent ☐ Addressee		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
COMPLETE THIS SECTION ON DELIVERY		Domestic Return Receipt	

MONTCLAIR
CORPORATE FITNESS,
INC.
19835 Nordhoff Street
BLDG 1A-Unit B
Northridge, CA 91324

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only		For de very information, visit our website at www.usps.com ™.	
OFFICIAL USE		Lopez, V. Gold's Gym	
Certified Mail Fee		Postmark	
Extra Services & Fees (check box, add fee as appropriate)		\$	
☒ Return Receipt (hardcopy)		\$	
☐ Return Receipt (electronic)		\$	
☐ Certified		\$	
☐ Adult Sign		\$	
☐ Adult Sign		\$	
Total Post		\$	
Sent To		\$	
Street and		\$	
City, State,		\$	
PS Form 3800, April 2015 PSN 7530-02-000-9047		See Reverse for Instructions	

7022 2410 0000 2264 9872

7022 2410 0000 2264 9872

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2 and 3.
■ Print your name and address on the reverse so that we can return the card to you.

**SANTA ANITA
CORPORATE FITNESS,
INC.**
19835 Nordhoff Street
BLDG 1A-Unit B
Northridge, CA 91324

2. Article Identification (Print with barcode)
70222 2410 0000 2264 9858

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Registered Mail®
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Signature Restricted Delivery
☐ Signature Restricted Delivery

3. Service Type
☐ Priority Mail Express®
☐ Registered Mail®
☐ Registered Mail Restricted Delivery
☐ Certified Mail®
☒ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Signature Restricted Delivery
☐ Signature Restricted Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

B. Received by (Printed Name) C. Date of Delivery
X Agent ☐ Addressee ☐

A. Signature
X

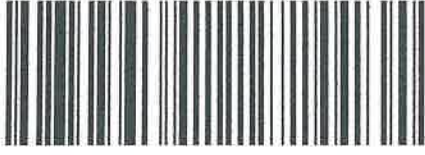
COMPLETE THIS SECTION ON DELIVERY

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

SANTA ANITA
CORPORATE FITNESS,
INC.
19835 Nordhoff Street
BLDG 1A-Unit B
Northridge, CA 91324

70222 2410 0000 2264 9858
70222 2410 0000 2264 9858



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Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Certified Mail® \$

☐ Adult Sign. \$

☐ Adult Sign. \$

Postage \$

Total Postage \$

Sent To \$

Street and \$

City, State, \$

Postmark

SANTA ANITA
CORPORATE FITNESS,
INC.

19835 Nordhoff Street

BLDG 1A-Unit B

Northridge, CA 91324

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

