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

YULISSA MEDINA, on behalf of herself
and “aggrieved” employees pursuant to
Labor Code section 2698, et seq.,

Plaintiff,

vs.

24 HOUR FITNESS USA, LLC., a
California limited liability company; and
DOES 1-10, inclusive.

Defendants.

Case No. 24CV089740

Assigned to Hon. Mark Fickes, Dept. 518

**DECLARATION OF KAYLIE O’CONNOR
OF CPT GROUP IN SUPPORT OF
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

DATE: July 23, 2026

TIME: 2:30 p.m.

DEPT.: 518

Reservation ID: 238179068951

Action Filed: August 30, 2024

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15 Evelyn Pasquel-Herrera

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20 Pasadena, CA 91101-1639
21 Tel.: (818) 962-6465 / Fax: (818) 962-6469

22 Attorneys for Plaintiff Bruno Cruz
23
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25
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1 I, Kaylie O'Connor, declare as follows:

2 1. I am employed as a Senior Case Manager for CPT Group, Inc. ("CPT"), the
3 Court-approved class action Settlement Administrator for the above referenced case. My business
4 address is 50 Corporate Park, Irvine, California 92606. My telephone number is (949) 428-1019.
5 I am over twenty-one (21) years of age and authorized to make this declaration on behalf of CPT.
6 The following statements are based on my personal knowledge, information provided to me by
7 counsel for the Parties, by other CPT employees working on this matter, and records of CPT
8 generated and maintained in the usual course of its business. If called on to do so, I could and
9 would testify competently thereto.

10 2. CPT has extensive experience in providing notice of class actions and
11 administering class action settlements. In the past thirty (30) plus years, we have provided
12 notification and/or settlement administration services in over one thousand class action cases.

13 3. CPT was selected by both parties to provide notice of the settlement and
14 process exclusions in this action. In this capacity, CPT was charged with administering the
15 settlement terms and conditions detailed herein, included but not limited to: (a) preparing, printing
16 and mailing the *Notice of Class Action Settlement* ("Notice"); (b) processing undeliverable mail
17 and locating updated addresses for Class Members; (c) establishing and maintaining a toll-free
18 case telephone number to receive Class Member calls; (d) establishing and maintaining an internet
19 website to post important case information; (e) processing Class Members' inquiries about the
20 Class Notice, and Disputes, Requests for Exclusion, and Objections; (f) providing Class Counsel
21 and Counsel for Defendants a declaration attesting to the completion of the notice process, in
22 addition to weekly updates during the response period; (g) calculating and mailing Individual
23 Settlement Payment checks to Participating Class Members as well as completing any associated
24 tax withholding and reporting to the State and Federal tax authorities; (h) preparing W-2 and 1099
25 Forms for each Class Member's Individual Settlement Payment; and (i) other such duties set forth
26 in the Settlement Agreement, subject to the Court's approval.

27 4. CPT received the Court-approved text for the Notice from Counsel on March
28 18, 2026. CPT prepared a draft of the Notice for mailing to the Class Members consisting of a six

1 (6) page Class Notice. Attached hereto as Exhibit A is a true and correct copy of the Notice
2 template sent to Class Members.

3 5. On March 27, 2026, counsel for Defendant provided CPT with a complete
4 mailing list ("Class List") which included each Class Member's full name, most recent mailing
5 addresses, Social Security Numbers, and other relevant information needed to calculate settlement
6 payments. The finalized Class List contained fifteen thousand one hundred eighty-one (15,181)
7 Class Members.

8 6. On April 8, 2026, CPT conducted a National Change of Address (NCOA)
9 search in an attempt to update the class list of addresses as accurately as possible. A search of this
10 database provides updated addresses for any individual who has moved in the previous four years
11 and notified the U.S. Postal Service of their change of address.

12 7. The Notices were enclosed in envelopes with the names and known
13 addresses printed on them. On April 10, 2026, the Notices were mailed via U.S. First-Class mail
14 to all Class Members. The Notices informed Class Members that the deadline to submit disputes,
15 requests for exclusion or objections was May 26, 2026 ("Response Deadline").

16 8. As of the date of this declaration, seven hundred fifteen (715) Notices have
17 been returned to our office by the U.S. Postal Service. For the Notices returned from the post office
18 without a forwarding address, CPT attempted to locate a current mailing address using Accurant,
19 one of the most comprehensive address databases available for skip tracing. Accurant utilizes
20 hundreds of different databases supplied by credit supporting agencies, public records, and a
21 variety of other national databases.

22 9. As a result of skip trace efforts or requests from Class Members, a total of
23 five hundred eighty-nine (589) Notices were re-mailed to Class Members. In addition, four (4)
24 Notices were forwarded directly by the USPS. As of the date of this declaration, one hundred thirty
25 (130) Notices have been deemed undeliverable with no forwarding address and where no new
26 address could be found through skip trace.

27 10. As of the date of this declaration, CPT has received one (1) written objection
28 to the Settlement.

11. As of the date of this declaration, CPT has received four (4) requests for exclusion from the settlement.

12. As of the date of this declaration, CPT has received no workweek disputes.

13. As of the date of this declaration, CPT reports a total of fifteen thousand one hundred eighty-one (15,181) participating Class Members, representing a 99.97% participation rate.

14. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the Individual Class Payments. The Net Settlement Amount is calculated as set forth below:

Gross Settlement Amount	\$3,026,000.00
Less Class Counsel Fees Payment	\$1,008,565.80
Less Class Counsel Litigation Expenses Payment	\$20,000.00
Less Class Representative Enhancement Payments (4)	\$80,000.00
Less PAGA Payment to LWDA	\$113,250.00
Less Settlement Administration Costs	\$67,500.00
PAGA Payment to Aggrieved Employees	\$37,750.00
Net Settlement Amount	\$1,698,934.20

15. A total of fifteen thousand one hundred eighty-one (15,181) Participating Class Members will be paid their portion of the Net Settlement Amount. Each Participating Class Member's share of the Net Settlement Amount will be proportional to the number of Workweeks he or she worked during the Class Period. According to Defendant's records, Participating Class Members in aggregate worked a total of seven hundred ninety-one thousand two hundred fifty-two (791,252) Workweeks during the Class Period. Each Workweek is accordingly valued at approximately \$2.15. The average gross Individual Class Payment is \$111.91, the highest is \$468.08 and the lowest is \$2.15, prior to the deduction of applicable payroll taxes.

16. A total of fourteen thousand nine hundred twenty-nine (14,929) Aggrieved Employees will be paid their portion of the PAGA Penalties. Each Aggrieved Employee's share

1 of the PAGA Penalties will be proportional to the number of Pay Periods he or she worked during
2 the PAGA Period. According to Defendant's records, Aggrieved Employees in aggregate worked
3 a total of four hundred sixteen thousand five hundred ninety-three (416,593) Pay Periods during
4 the PAGA Period. Each PAGA Pay Period is accordingly valued at approximately \$0.09. The
5 average Individual PAGA Payment is \$2.53, the highest is \$9.97 and the lowest is \$0.09.

6 17. CPT understands that California Department of Child Support Services
7 served a Notice of Lien relating to named Plaintiff Desiree Cumpian. The Notice of Lien reflected
8 an asserted outstanding balance of approximately \$1,320.73 at the time it was filed. CPT will
9 complete any required withholding or payment from Ms. Cumpian's settlement proceeds in
10 accordance with direction from Counsel and applicable law. Per Class Counsel, the asserted lien
11 is limited to Ms. Cumpian's individual recovery and does not affect the Settlement or the relief
12 provided to the Settlement Class. To be extra clear, Ms. Cumpian is not receiving any separate
13 settlement payment apart from the class settlement and that the lien is limited to amounts payable
14 directly to her (whether via enhancement award or separate class member payment).

15 18. CPT will charge a total of \$67,500.00 in costs associated with the
16 administration of the settlement. This includes all costs incurred to date, as well as estimated costs
17 involved in completing the settlement. A true and correct copy of CPT's invoice for services is
18 attached as Exhibit B.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct and at this declaration is executed this 29th day of June 2026 at Irvine, California.

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24 Kaylie O'Connor
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EXHIBIT A

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

YULISSA MEDINA, on behalf of herself and
“aggrieved” employees pursuant to Labor Code
section 2698, et seq.,

Plaintiffs,

v.

24 HOUR FITNESS USA, LLC., a California
limited liability company; and DOES 1-10,
inclusive,

Defendant.

CASE NO: 24CV089740

Assigned to Hon. Mark Fickes, Dept. 518

**NOTICE OF CLASS ACTION
SETTLEMENT**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

This is not a lawsuit against you. You are not being sued.

Your legal rights are affected whether you act or do not act.

To: All current and former non-exempt employees of 24 Hour Fitness USA, LLC who performed work within the State of California at any time from May 2, 2021 through July 1, 2025 (the “Class”).

- YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiffs Yulissa Medina, Desiree Cumpian, Evelyn Pasquel-Herrera, and Bruno Cruz (collectively, “Plaintiffs”) and Defendant 24 Hour Fitness USA, LLC (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”), in the case entitled *Medina, et al. v. 24 Hour Fitness USA, LLC*, Alameda County Superior Court, Case No. 24CV089740, which may affect your legal rights. On March 6, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on July 23, 2026 at 2:30 p.m. (“Final Approval Hearing”) to determine whether the Court should grant final approval of the Settlement.
- The settlement resolves a wage and hour class action and a Private Attorneys General Act of 2004 (“PAGA”) lawsuit against Defendant, alleging that Defendant failed to (1) pay all minimum, regular, straight, and overtime wages due, (2) properly compute bonuses, commission wages, incentive pay, shift differentials, sick pay, and/or other non-base hourly wages, (3) provide meal periods or compensation in lieu thereof, (4) provide rest periods or compensation in lieu thereof, (5) reimburse all business expenses, (6) comply with itemized employee wage statement provisions, (7) provide wage statements or separate written documents each pay period stating the amount of available paid sick leave or paid time off, and (8) timely pay wages due at the separation of employment. The settlement also alleges violation of the Business and Professions Code and seeks to recover penalties pursuant to PAGA. The Settlement avoids the costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Defendant denies liability and believes all appropriate wages were paid and that Defendant otherwise fully complied with any Labor Code obligations. The Parties disagree on how much money might have been awarded if the Plaintiffs were successful in certifying a class action and had won at trial.

- The Court has not made a ruling on the merits of the case or decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Of Class Action And PAGA Representative Action (“Settlement” or “Settlement Agreement”).
- The settlement will provide the total gross amount of \$3,026,000 to resolve the claims as to all individuals who worked for Defendant as non-exempt employees in California at any time from May 2, 2021 and July 1, 2025 and as to the State of California. The Lawyers for the employees will ask the Court to award them up to \$1,008,565.80 as attorneys’ fees and \$20,000 as expenses from the total settlement amount for investigating the facts, litigating the case, and negotiating the settlement. This money will be paid from the settlement amount.
- **THE CLASS MEMBERS ARE ELIGIBLE TO RECEIVE A MONETARY PAYMENT FROM THE CLASS AND PAGA SETTLEMENT DESCRIBED IN THIS NOTICE.**
- **24 HOUR FITNESS USA, LLC WILL NOT RETALIATE IN ANY MANNER AGAINST YOU FOR PARTICIPATING OR CHOOSING NOT TO PARTICIPATE IN THIS SETTLEMENT.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement, although you still qualify to be paid a share of the PAGA Settlement. You cannot exclude yourself from the PAGA portion of the Settlement. This is the only option that allows you to ever be part of any other lawsuit against 24 Hour Fitness USA, LLC about the legal claims that were brought in this case.
Objecting	Write to the Settlement Administrator about why you do not like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action and PAGA lawsuit and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On August 30, 2024, Plaintiff Yulissa Medina a former employee of Defendant 24 Hour Fitness USA, LLC, filed this lawsuit in the Alameda County Superior Court. The lawsuit alleges violations of the California Labor Code. It was subsequently amended on October 21, 2025 to add additional Plaintiffs Desiree Cumpian, Evelyn Pasquel-Herrera, and Bruno Cruz and additional class action and PAGA representative claims.

The lawsuit seeks to certify a class of all hourly or non-exempt current and former employees employed by Defendant in the State of California at any time between May 2, 2021 and July 1, 2025 (“Class Settlement Period”). Specifically, the lawsuit alleges that members of the Class were not (1) paid all minimum, regular, straight, and overtime wages due, (2) paid incentive pay, shift differentials, sick pay, and/or other non-base hourly wages at the correct rates of pay, (3) provided meal periods or compensation in lieu thereof, (4) provided rest periods or compensation in lieu thereof, (5) reimbursed all business expenses, (6) issued itemized employee wage statement provisions, (7) provided wage statements or separate written documents each pay period stating the amount of available

paid sick leave or paid time off, and (8) timely paid wages due at the separation of employment.. The Settlement seeks recovery of unpaid wages, liquidated damages, unreimbursed expenses, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the allegations in the lawsuit. Defendant denies that it owes the Class Members any remedies and believes that it paid the Class Members fully and fairly. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiffs' Attorneys:

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San Francisco, CA 94111
(415) 638-9471

Defendant's Attorney:

Eric Meckley, Esq.
Nicole L. Antonopoulos, Esq.
Ulises Solis, Esq.
600 Montgomery Street, Suite 2300
San Francisco, California 94111-2725

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs believe they would have prevailed on their claims at a trial. Defendant does not believe that the Court would have certified a class action or that Plaintiffs would have won anything from a trial. There has been no certification of any class and no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement, to avoid the further costs, risks, and uncertainty of a trial. Plaintiffs and Plaintiffs' Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class? Who is an Aggrieved Employee?

The Settlement encompasses a class composed of all hourly or non-exempt current and former employees employed by Defendant in the State of California at any time between May 2, 2021 and July 1, 2025.

Aggrieved Employees are those Class Members employed between June 26, 2023 and July 1, 2025 (the "PAGA Period").

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendant will pay the total gross amount of \$3,026,000 (the "Maximum Settlement Amount") to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Proceeds” is the portion of the Maximum Settlement Amount that will be available for distribution to the Aggrieved Employees and Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members and subject to approval by the Court, which are as follows:

- (a) **Class Counsel’s Attorneys’ Fees** in an amount set by the Court, not to exceed \$1,008,565.80;
- (b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$20,000;
- (c) **Enhancement Payments to the Class Representatives** in an amount set by the Court, not to exceed \$20,000 each for their service in the lawsuit;
- (d) **Settlement Administration Costs** which are currently estimated to not exceed \$70,000, for administering the settlement; and
- (e) **PAGA Payment** in the total amount of \$151,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”). 75% or \$113,250, shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25% or \$37,750, shall be included in the Net Settlement Proceeds for payment to the Aggrieved Employees.

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant’s payment of the Maximum Settlement Amount, all Participating Class Members fully and finally release the 24 Hour Fitness Releasees from all of the Released Class Claims that arose during the Class Settlement Period. Aggrieved Employees will release any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiffs’ Complaint during employment in a non-exempt position in California during the PAGA Period. The “Released Parties” shall include Defendant, as well as all affiliated parties and entities (including past and present affiliates, parents, subsidiaries, related entities, including, but not limited to, 24 Hour Fitness), and each of their respective predecessors, related entities, owners, members, successors, shareholders, divisions, and each of these entities’ respective past and present directors, officers, employees, partners, shareholders, members, agents, insurers, and representatives.

Unless you exclude yourself, you will give up any right to sue the Released Parties for the claims being released by this Settlement. If you have a claim or lawsuit already filed against 24 Hour Fitness USA, LLC or any of the Released Parties, you should speak to your lawyer in that case. You may need to exclude yourself from this Settlement to continue your own lawsuit. You cannot exclude yourself from the PAGA portion of the Settlement.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an “Individual Payment Amount,” which is distributable to each Class Member who participates in the Settlement (*i.e.*, who does not submit a valid request for exclusion) and each Aggrieved Employee even if they opt out of the class settlement.

The class portion of the Individual Payment Amounts will be determined by dividing the Net Settlement Proceeds, less the \$37,750 PAGA allocation, by the total number of weeks worked by the entire Settlement Class during the Class Settlement Period, net of opt outs, resulting in the class workweek value; and then multiplying the

class workweek value by the number of weeks worked by each participating Class Member during the Class Settlement Period.

As to the Aggrieved Employees, the PAGA portion of the Individual Payment Amounts will be determined by dividing the PAGA settlement amount (\$37,750) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, resulting in the PAGA pay period value; and then multiplying the PAGA pay period value by the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

For tax purposes, each Individual Payment Amount will be apportioned 50% as wages (and will be subject to regular and/or applicable payroll and income tax withholdings and deductions and will be reported on an IRS Form W-2) and 50% as penalties (reported on an IRS Form 1099, if required). The PAGA portion of each Individual Payment Amount will be apportioned 100% as penalties (reported on an IRS Form 1099, if required). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked approximately «SubClass1_Weight» weeks while employed as a non-exempt employee in California within the period from May 2, 2021 and July 1, 2025. Based on these weeks worked, you would be eligible for an Individual Payment Amount of approximately \$«SubClass1_Amt». Defendant's records reflect that you worked approximately «PAGAClass_Weight» pay periods while employed as a non-exempt employee in California within the period from June 26, 2023 and July 1, 2025. Based on these pay periods worked, you would be entitled to a PAGA payment share of approximately \$«PAGAClass_Amt». These amounts are subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than May 26, 2026. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

The complaint was subsequently amended on October 21, 2025 to add standalone class action claims, additional Labor Code claims, and Desiree Cumpian, Evelyn Pasquel-Herrera, and Bruno Cruz as additional Plaintiffs.

F. When Will I Be Paid?

After the Court grants final approval of the settlement, you will receive your Individual Payment Amount within 30 days of the Effective Date of the Settlement.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on July 23, 2026, at 2:30 p.m., in the Courtroom of Judge Mark Fickes of the Alameda County Superior Court, Department 518, located at Hayward Hall of Justice, 24405 Amador Street, Hayward, CA 94544. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorney's fees and costs to be awarded to Plaintiffs' Attorneys; and (v) the amount that should be awarded to Plaintiffs as an enhancement payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

WHAT ARE YOUR OPTIONS?**• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT BY MAIL IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

If you change your address, you must promptly update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than May 26, 2026. The Settlement Administrator's address is *Medina v. 24 Hour Fitness USA, LLC*, c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623.

• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at *Medina v. 24 Hour Fitness USA, LLC*, c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623. Written objections must be postmarked no later than May 26, 2026.

• OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, although you will still be bound by the PAGA Settlement and receive a PAGA settlement payment. If you opt out, you will not be bound by a class judgment in this case, and you will have the right to file and pursue your own individual claims in a lawsuit against the Defendant. You can opt out of the Class by submitting a signed and dated written request to be excluded from the class portion of the Settlement to the Settlement Administrator ("Opt-Out Request"). The Opt-Out Request must be postmarked on or before the Response Deadline, include the case name, case number, your name, address, and last four of your social security number, must be signed by you, and must state that you wish to exclude yourself or opt out of the settlement.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above information is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Of Class Action And PAGA Representative Action" which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Alameda County Superior Court, located at Hayward Hall of Justice, 24405 Amador Street, Hayward, CA 94544.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at *Medina v. 24 Hour Fitness USA, LLC*, c/o CPT Group, Inc., PO Box 19504, Irvine, CA 92623, 1-888-439-3153 or visit www.cptgroupcaseinfo.com/Medina24HourFitness.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**

EXHIBIT B

CASE NAME: MEDINA V. 24-HOUR FITNESS

Date: June 15, 2026
Invoice #: 18395

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 15,185	Undeliverable Mail Rate: 5%
Opt-Out Filing Rate: 0.03%	Payment Option: Check
No. of Checks Issued: 15,181	Unclaimed Funds: Cy Pres
Language Translation Services: No	Postage Total: \$21,496.92
Settlement Website: Static Website	Grand Total: \$89,673.52
Notice Procedures: Mail	CPT'S DISCOUNTED FEE: \$67,500.00

CASE SETUP

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$2,215.00

DIRECT MAIL NOTIFICATION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$700.00	1	\$700.00
XML Lex ID Skip Trace	\$0.40	3,381	\$1,352.40
Print & Mail Notice Packets	\$1.00	15,185	\$15,185.00
First-Class Postage (up to 1 oz.)*	\$0.662	15,185	\$10,052.47
Sub Total:			\$27,479.87

PROCESS RETURNED UNDELIVERABLE MAIL

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	12	\$720.00
Update Undeliverable Mail Database	\$0.50	707	\$353.50
Skip Trace for Best Address	\$0.30	679	\$203.70
Print & Remail Notice Packets	\$1.00	585	\$585.00
First-Class Postage (up to 1 oz.)	\$0.74	585	\$432.90
Sub Total:			\$2,295.10

OPT-OUT PROCESSING

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	7	\$1,050.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	4	\$11.01
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.74	1	\$0.74
Review & Process Deficiency Responses	\$7.00	1	\$7.00
Sub Total:			\$1,225.25

CLASS MEMBER SUPPORT

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$2.00	2,126	\$4,252.00
Sub Total:			\$4,552.00

SSN VERIFICATION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	15,181	\$1,518.06
Sub Total:			\$1,953.06

DISTRIBUTION SERVICES

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	18	\$2,700.00
Project Manager: Correspondence w/Parties	\$95.00	9	\$855.00
Programming: Setup & Printing of Checks	\$150.00	9	\$1,350.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$1.50	15,181	\$22,770.89
First-Class Postage (up to 1 oz.)	\$0.662	15,181	\$10,049.55
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	759	\$379.51
Skip Trace for Best Address	\$0.50	759	\$379.51
Remail Undeliverable Checks	\$2.50	691	\$1,727.50
First-Class Postage (up to 1 oz.)	\$0.74	691	\$511.34
Re-Issue Checks as Required	\$5.00	608	\$3,040.00
First-Class Postage (up to 1 oz.)	\$0.74	608	\$449.92
Sub Total:			\$46,913.24

TAX REPORTING & SETTLEMENT CONCLUSION

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Revert to Cy Pres	Included	1	Included
Sub Total:			\$3,040.00

Total Administration Costs: \$89,673.52

Courtesy Discount: -\$22,173.52

CPT'S DISCOUNTED FLAT FEE: \$67,500.00