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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

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

DATE: March 5, 2026

TIME: 2:30 p.m.

DEPT.: 518

Reservation ID: 233298411480

Action Filed: August 30, 2024

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1 Plaintiffs Yulissa Medina, Bruno Cruz, Desiree Cumpian, and Evelyn Pasquel-Herrera
2 (“Plaintiffs”) Unopposed Motion for Preliminary Approval of Class Action Settlement came on for
3 hearing before this Court in Department 518, Judge Mark Fickes presiding, on March 5, 2026. The
4 Court, having considered the papers submitted in support of the motion and having heard oral
5 argument of the parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Settlement Agreement and Release of Claims (“Settlement”) between Plaintiffs and
8 Defendant 24 Hour Fitness USA, LLC (“Defendant”) filed with the Court. This Order hereby
9 adopts and incorporates by reference the terms and conditions of the Settlement, together with the
10 definitions used and contained therein. The settlement appears to be fair, adequate, and reasonable
11 to the Class;

12 2. The Maximum Settlement Amount that Defendant shall pay is Three Million
13 Twenty-Six Thousand Dollars and Zero Cents (\$3,026,000.00), subject to any increase based on
14 the escalator provision in Paragraph 7.2.2 of the Settlement. The Court finds that the Settlement
15 falls within the range of reasonableness and appears to be presumptively valid, subject only to any
16 objections that may be raised at the final hearing. It further appears that investigation and research
17 have been conducted such that counsel for the Parties are able to reasonably evaluate their
18 respective positions. It further appears to the Court that the Settlement will avoid substantial
19 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
20 further prosecution of the Action. It further appears that the Settlement has been reached as the
21 result of serious and non-collusive, arm’s-length negotiations facilitated by a neutral third-party
22 mediator;

23 3. The Court approves, as to form and content, the Notice of Class Action Settlement
24 (“Notice”), and also approves the procedure for members of the Class to opt-out from or object to
25 the Settlement, as set forth in the Notice. The Court finds that the Notice appears to fully and
26 accurately inform the Class of all material elements of the proposed Settlement, of the Class
27 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
28 member’s right and opportunity to object to the Settlement;

1 4. The Court directs the mailing of the Notice by first class mail to the Class Members
2 in accordance with the schedule set forth below. The Court finds that the dates selected for the
3 mailing and distribution of the Notice, as set forth herein, meet the requirements of due process and
4 provide the best notice practicable under the circumstances and shall constitute due and sufficient
5 notice to all persons entitled thereto;

6 5. It is ordered that the Class is preliminarily certified for settlement purposes only.
7 The Class is defined as follows: all persons who are currently or were previously employed (1) in
8 California; (2) by Defendant (3) as hourly or non-exempt employees; and (4) at any point from
9 May 2, 2021 through July 1, 2025;

10 6. The Court approves and appoints Evan S. Gaines of Gaines Law Corporation, Ayse
11 Kent of AK Employment Law Office, PC, John G. Yslas of Wilshire Law Firm, and Emil Davtyan,
12 David Yeremian, Roman Shkodnik, and Mason Doidge of D.Law as Class Counsel, and grants
13 preliminary approval of an award of attorneys' fees of up to 33 1/3% of the Maximum Settlement
14 Amount (or \$1,008,565.80) and documented litigation costs of up to \$20,000 to Class Counsel,
15 subject to final approval by the Court following a further motion by Class Counsel;

16 7. The Court approves and appoints Plaintiffs Yulissa Medina, Bruno Cruz, Desiree
17 Cumpian, and Evelyn Pasquel-Herrera as the Class Representatives and grants preliminary
18 approval to proposed Service Payments in an amount not to exceed \$20,000 to each Plaintiff;

19 8. The Court finds that Plaintiffs timely and fully exhausted all administrative remedies
20 required to bring their claims under the Private Attorneys General Act ("PAGA") (Labor Code §§
21 2698 *et seq.*) in this action and are authorized to act as private attorney generals with respect to the
22 Released PAGA Claims. The Court finds that the California Labor and Workforce Development
23 Agency ("LWDA") was provided with notice of the Settlement. The Court grants preliminary
24 approval of the allocation of \$151,000 to penalties under the PAGA, of which 75% (\$113,250)
25 shall be paid to the LWDA and 25% (\$37,750) shall be paid to the PAGA Members. The "PAGA
26 Members" are defined as all hourly or non-exempt current and former employees employed by
27 Defendant in the State of California during the time period from June 26, 2023 through and
28

including July 1, 2025. PAGA Members are still bound by the release of PAGA claims even if they submit a valid request for exclusion from the class settlement;

9. The Court hereby approves and appoints CPT Group as the Settlement Administrator and grants preliminary approval of the payment of fees and other charges of the Settlement Administrator in an amount not to exceed \$70,000;

10. The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>EVENT</u>	<u>TIMING</u>
Last day for Defendant shall provide to the Settlement Administrator a list of all Class Members, including their last known addresses, telephone numbers, social security numbers, and their dates of employment in a non-exempt position in California during the Class Period ("Settlement Class Database")	21 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice to Class Members	35 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Class Members to submit a written request for exclusion to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members
Last day for Class Members to submit an Objection to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	16 court days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	_____, 2026, at _____.m. (approximately 100 days after entry of this Order)

11. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the

1 claims asserted have any merit or that this Action was, or may be, properly brought as a class or
2 PAGA representative action, and the Settlement shall not be used as evidence of, or used against
3 Defendant as, an admission or indication in any way, including with respect to any claim of any
4 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation
5 asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement,
6 nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any
7 reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
8 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
9 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
10 liability, fault, wrongdoing, omission, concession or damage.

11 12. In the event the Settlement does not become effective in accordance with the terms
12 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
13 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
14 and the Parties shall revert to their respective positions as of before entering into the Agreement,
15 and the Parties therefore expressly reserve their respective rights regarding the prosecution and
16 defense of this Action, including all available defenses and affirmative defenses, and arguments
17 that any claim in the Action cannot proceed in court and/or could not be certified as a class action
18 and/or managed as a representative action. In such an event, the Court's orders regarding the
19 Settlement, including this Order, shall not be used or referred to in litigation for any purpose.
20 Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect
21 of the Agreement if it is not approved.

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1 13. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to Class Members and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

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6 **IT IS SO ORDERED.**

7
8 Dated: _____

JUDGE OF THE SUPERIOR COURT