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14 Attorneys for Plaintiff Yulissa Medina

15 *[Additional Counsel on Following Page]*

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18
19 **FOR THE COUNTY OF ALAMEDA**

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

23 Plaintiff,

24 vs.

25 24 HOUR FITNESS USA, LLC., a California
26 limited liability company; and DOES 1-10,
27 inclusive.

28 Defendants.

Case No. 24CV089740

Assigned to Hon. Mark Fickes, Dept. 518

**DECLARATION OF AYSE KENT IN
SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
UNOPPOSED APPLICATION FOR
APPROVAL OF ATTORNEYS’ FEES
AND COSTS, CLAIMS
ADMINISTRATION FEES, AND CLASS
REPRESENTATIVES’ SERVICE
PAYMENTS**

DATE: July 23, 2026

TIME: 2:30 p.m.

DEPT.: 518

Reservation ID: 238179068951

Action Filed: August 30, 2024

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14 Attorneys for Plaintiff Bruno Cruz
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1 I, AYSE KENT, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of
3 California. I am the owner of AK Employment Law Office, PC, and counsel for Plaintiff
4 Yulissa Medina (“Plaintiff”) and Class Counsel in this action. I have personal knowledge
5 of the facts set forth herein and if called as a witness to testify to them, could and would
6 do so competently.

7 **Class Counsel’s Experience and Recommendation:**

8 2. I earned a Bachelor of Science degree in Business Administration from the
9 California State University Sacramento in 2004, *cum laude*.

10 3. I graduated from the University of California, Davis School of Law in
11 2007 and became a member of the California Bar in 2007. During law school, I was
12 awarded the Sacramento County Bar Association’s Minority Fellowship, and also served
13 as a student member of the Schwartz Inns of Court.

14 4. After becoming a member of the Bar, I practiced employment litigation at
15 the law firm of Porter Scott in Sacramento, California, for two years. In October 2009, I
16 started working as an employment litigation attorney at the international law firm of
17 Drinker Biddle & Reath, LLP (“Drinker”) in San Francisco, California, where I spent
18 most of my time handling complex employment litigation matters. In April 2013, I
19 transferred to Vedder Price, PC (“Vedder”), also an international firm, with a Partner I
20 worked with at Drinker. I practiced employment litigation, including wage and hour
21 class actions, at Vedder for over five years.

22 5. In August 2018, I opened my own law office in San Francisco, California.
23 My practice focuses on representing employees in individual, class, collective, and
24 PAGA matters. While I primarily work on a contingency basis, I also represent
25 employees, mainly senior executives and high-income employees, and corporations on
26 an hourly basis.

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6. At least 90 percent of my practice is focused on employment litigation, five percent on business litigation and five percent on employment advice and counseling. Currently, 25 percent of my practice is devoted to complex employment litigation.

7. I have spent most of my career handling complex employment matters such as this one, with an emphasis in wage and hour issues. I have litigated dozens of class action matters since my admission to the California Bar.

8. Based on my years of experience and my own independent investigation and evaluation, I believe the recovery for each settlement Class Member is on very fair, reasonable, and adequate terms. I am familiar with class action settlements involving employment wage and hour claims like those at issue in this lawsuit, including claims for the alleged failure to pay all wages due upon separation of employment and issue accurate itemized wage statements and related claims. Based on my extensive experience, and factoring in the unique nuances of this case, I am of the opinion that the settlement reached here is on very fair and favorable terms.

9. Based on my experience, I believe that I have a strong understanding of the trends in the value of settlements in these types of cases. My opinion takes into consideration the amounts received in other similar employment class actions, the risks inherent in litigation, and the reasonable tailoring of each settlement Class Member's claim to the amounts received. Based on that knowledge, I find this settlement fair, reasonable and adequate and in the best interests of the settlement Class.

Background and Procedural History

10. On June 17, 2024, Plaintiff Medina served a PAGA notice letter to the LWDA and Defendant and thus exhausted the pre-filing requirements of the PAGA.

11. On or about August 30, 2024, Plaintiff Medina initiated the Action by filing a Representative Action Complaint for Penalties, pursuant to PAGA, on behalf of herself and all other aggrieved employees.

1 12. On October 23, 2024, Plaintiffs Desiree Cumpian and Evelyn Pasquel-
2 Herrera (collectively, the *Cumpian* plaintiffs”) filed a Class Action Complaint against
3 Defendant 24 Hour Fitness USA, LLC in the California Superior Court, County of Los
4 Angeles, captioned *Desiree Cumpian and Evelyn Pasquel-Herrera v. 24 Hour Fitness,*
5 *USA, LLC*, Los Angeles County Superior Court, Case No. 24STCV27774 (the “*Cumpian*
6 *Action*”).

7 13. The Class Action Complaint in *Cumpian* alleges class claims on behalf of
8 all of Defendant’s current and former non-exempt employees in California based on: (1)
9 failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3)
10 failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure
11 to pay final wages at termination; (6) failure to provide accurate itemized wage
12 statements; (7) failure to indemnify employees for expenditures; (8) violation of
13 California Equal Pay Act; and (9) unfair business practices.

14 14. On November 6, 2024, the *Cumpian* plaintiffs served a PAGA notice letter
15 to the LWDA and Defendant and thus exhausted the pre-filing requirements of the
16 PAGA.

17 15. On January 21, 2025, the *Cumpian* plaintiffs filed a First Amended Class
18 Action Complaint that adds a cause of action for civil penalties under PAGA on behalf of
19 themselves, the state of California, and Defendant’s non-exempt employees in California
20 based on the same underlying alleged Labor Code violations.

21 16. On November 4, 2024, Plaintiff Bruno Cruz filed a Class Action
22 Complaint against Defendant 24 Hour Fitness USA, LLC in the California Superior
23 Court, County of San Bernardino, captioned *Bruno Cruz v. 24 Hour Fitness, USA, LLC,*
24 *San Bernardino County Superior Court*, Case No. CIVSB2433321 (the “*Cruz Action*”).
25 The Class Action Complaint in *Cruz* alleges class claims on behalf of all of Defendant’s
26 current and former non-exempt employees in California based on: (1) failure to pay
27 minimum wages; (2) failure to pay wages and overtime; (3) non-compliant meal-breaks;

(4) non-compliant rest-breaks; (5) failure to pay vacation wages; (6) failure to provide paid sick time; (7) failure to reimburse for necessary expenditures; (8) failure to provide accurate itemized wage statements; (9) failure to keep required payroll records; (10) failure to pay final wages at termination; (11) and violation of Business and Professions Code.

17. Also, on November 4, 2024, Cruz served a PAGA notice letter to the LWDA and Defendant and thus exhausted the pre-filing requirements of the PAGA.

18. On January 8, 2025, the plaintiff in *Cruz* filed a First Amended Class Action Complaint adding a cause of action for civil penalties pursuant to the PAGA on behalf of himself, the state of California, and Defendant's non-exempt employees in California based on the same underlying alleged Labor Code violations.

19. On July 9, 2025, Plaintiff Medina served an Amended PAGA Notice that includes the factual allegations, causes of action, Labor Code violations, and applicable theories of liability alleged in the operative complaints and LWDA letters in the *Cumpian* Action and *Cruz* Action.

20. Thereafter, in conjunction with the Parties Settlement, on October 21, 2025, Plaintiffs collectively filed a First Amended Complaint, which added the *Cumpian* and *Cruz* plaintiffs as named plaintiffs and incorporated standalone class action and PAGA claims and allegations that had been alleged in *Cumpian* and *Cruz*. The First Amended Complaint alleges class and PAGA representative action claims against Defendant for (1) Failure To Pay All Minimum, Regular, And Overtime Wages Due (Labor Code §§ 204, 210, 218.5, 218.6, 226.7, 227.3, 245, 246, 246(1), 246(i), 510, 512, 1194, 1194.2, 1197.1, 1198 and 1199); (2) Failure To Provide Meal Periods Or Compensation In Lieu Thereof (Labor Code §§ 210, 226.7, and 512; IWC Wage Order 4-2001); (3) Failure To Provide Rest Periods Or Compensation In Lieu Thereof (Labor Code §§ 210 and 226.7; IWC Wage Order 4-2001); (4) Failure To Reimburse All Business-Related Expenses (Labor Code §§ 1198, 2802, 2802(a), 2802(b), and 2802(c));

(5) Failure to Pay Sick Pay Wages (Labor Code §§ 201-203, 233, 245, 246); (6) Failure to Pay Vacation Wages (Labor Code § 227.3); (7) Failure To Comply With Itemized Employee Wage Statement Provisions (Labor Code §§ 226, 226(s), 226(e)(1), 226(e)(2)(b)(iii), 226(h) 226.3, 1174, 1174.5 1198, 1198.5, and 1199); (8) Failure To Timely Pay Wages Due At Separation Of Employment (Labor Code §§ 201-204, 210, 218.5, 218.6, 1194, 1197, 1197.5, 1198, 1199, 2926, and 2927); (9) Violation Of Business and Professions Code § 17200 *et seq.*; (10) Penalties Pursuant To Labor Code § 2699(f) Violations Of Labor Code §§ 201, 201.3, 202, 204, 218.5, 218.6, 226(a), 226(e)(1), 226(e)(2)(b)(iii), 226(h), 226.7, 227.3, 245, 246, 246(1), 246(i), 510, 512, 1174, 1174.5, 1194, 1194.5, 1197, 1197.1, 1197.5, 1198 , 1198.5, 1199, 2926, and 2927 and Pursuant To Labor Code § 2699(a) For Violations Of Labor Code §§ 210, 226.3, 558, and 558(a)(1)-(3); and (11) Violation of California Equal Pay Act (Labor Code § 1197.5(A)) (the “First Amended Complaint”).

Class Counsel’s Diligence in Advance of, and In Connection With, Settlement Negotiations:

21. I have had lengthy discussions with Plaintiff Medina to identify potential claims she and class members had, carefully weighed the potential benefits and risks from committing to this litigation. I expected the Defendant to mount a vigorous defense to this action and that certifying the class and ultimately prevailing at trial would be both time consuming and difficult. As such, I recognized that that representing Plaintiffs and the proposed class in this case would require a significant investment of time and money by my office. I have worked with my colleague Evan Gaines to initiate this litigation. Since Plaintiffs were not willing or able to retain counsel on an hourly basis to pursue this litigation, we have taken this case on a contingency basis. I understood that there was a very real possibility that Mr. Gaines and I would never be able to recoup our investment of time and money in this case. We also understood that even if we were ultimately able

1 to recoup our investment of time and money, there would necessarily be a delay
2 (potentially of many years) in recovery.

3 22. By pursuing this litigation and devoting the significant resources that this
4 litigation required, Mr. Gaines and I have declined several other potential matters due to
5 bandwidth constraints caused by the time and energy required of this case, especially
6 since I am a solo practitioner. In short, this matter has undoubtedly precluded me
7 from taking on other cases.

8 **Brief Summary of Work Performed by AK Employment Law Office, PC**

9 23. Even before the filing of this action, I have worked with Plaintiff Medina
10 and attorney Evan Gaines to identify potential class claims and prepare the matter for
11 litigation.

12 24. The Parties engaged in extensive discussions about the respective
13 strengths and weaknesses of their claims and defenses. On May 2, 2025, following their
14 exchange of information and documents regarding the Settlement Class and the claims
15 and defenses asserted by the Parties, the Parties engaged in arm's-length negotiations
16 with the assistance of mediator Michael Ludwig, Esq., through which they were able to
17 reach the resolution of the Action set forth herein. The Parties agreed, subject to approval
18 by the Court, to the Settlement of the lawsuit. The Parties further agreed to enter into
19 their Settlement Agreement to memorialize their settlement of the lawsuit.

20 25. I was in communication with Evan Gaines during the entire mediation
21 process, providing strategic opinions during negotiations. The settlement discussions
22 were conducted at arm's-length. Based on my independent investigation and evaluation,
23 I am of the opinion (and will so represent to the Court) that settlement for the
24 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
25 and adequate and is in the best interest of the Settlement Class in light of all known facts
26 and circumstances, including the risk of significant delay, the risk the Settlement Class
27 will not be certified by the Court, and the defenses asserted by Defendant. Defendant and
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1 its counsel also agree (and will so represent to the Court) that this settlement is fair and in
2 the best interests of the Defendant and the Settlement Class.

3 26. The Parties thereafter jointly prepared the Settlement that has been
4 submitted to the Court.

5 **Settlement Terms:**

6 27. The Settlement provides that (a) the Court may certify the Settlement
7 Class as described in the Settlement on a provisional, non-mandatory basis for the
8 purposes of this settlement only, conditioned upon the Court granting final approval of
9 the Settlement; and (b) Defendant shall pay the total, non-reversionary sum of \$3,026,000
10 (the “Gross Settlement Amount”). The Gross Settlement Amount includes all attorneys’
11 fees and costs/expenses petitioned by Class Counsel; service awards to Plaintiffs; costs of
12 administration of the Settlement; and payment for the PAGA claims asserted in their
13 letters to the LWDA. Aside from the escalator clause in the Settlement, in no event shall
14 Defendant be liable for the payment of any amounts exceeding the Gross Settlement
15 Amount with the exception of the employer’s share of payroll taxes due and payable as a
16 result of the Settlement, which shall be paid separately from the Gross Settlement
17 Amount.

18 28. The Parties have agreed upon a settlement class: “all hourly or non-exempt
19 current and former employees employed by Defendant in the State of California during
20 the Class Period.”

21 **The Settlement is Fair, Reasonable and Adequate:**

22 29. The Settlement is the result of extensive, arms-length negotiations. The
23 settlement for each Class Member is fair, reasonable and adequate, given the inherent risk
24 of litigation, the risk relative to class certification and the costs of pursuing such litigation.
25 The settlement shall finally resolve all claims of the Class Members as alleged in the
26 Action.

27 **Class Representative Service Payment:**

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2 30. It is appropriate to recognize the contributions of the Class
3 Representatives in prosecuting this litigation. The service payment serves as recognition
4 for the amount of time and effort they have spent assisting in the prosecution of this case
5 and the personal hardships and pressures they faced as a result of filing this lawsuit
6 against his former employer. The named Plaintiffs' declarations are submitted with the
7 Motion for Final Approval. It is fair and reasonable that the named Plaintiffs be awarded
8 \$20,000 as a service payment. Based on my experience, the proposed service payment
9 here is within an accepted range.

10 31. The named Plaintiffs and proposed Class Representatives are former non-
11 exempt employees of Defendants employed in California. They contend that all class
12 members were subject to the labor law violations alleged in the Action. They contend that
13 they have the same claims as those that the members of the Settlement Class would
14 reasonably be expected to bring based on the course of conduct alleged herein.

15 32. Plaintiffs have also demonstrated that they will aggressively and
16 competently assert the interests of the proposed settlement class; they have taken an
17 active role in this litigation and have no apparent conflicts with other class members.
18 Plaintiffs participated frequently and substantially in the litigation and in the settlement
19 thereof. They have also taken significant risks in bringing this lawsuit – they faces the
20 very real risk that because of the stigma associated with this lawsuit, they may be unable
21 to obtain employment in the future. The stigma and risk associated with filing a class
22 action lawsuit against any employer is significant.

23 **Attorneys' Fees:**

24 33. Plaintiff has retained competent counsel by AK Employment Law Office,
25 PC to represent the Class. I am an experienced and established attorney with nearly 19
26 years' worth of litigation experience.

1 34. This Court can undoubtedly appreciate that litigating a large class action
2 case in dynamic, ever-changing areas of law is not appealing to most lawyers,
3 particularly when the plaintiff's lawyer undertakes the obligation to finance the litigation
4 and effectively bears the risk in the event of an unsuccessful outcome, at trial or
5 otherwise. This case was taken on a contingency basis with the real risk that I would
6 receive no compensation whatsoever for my efforts.

7 35. I keep contemporaneous time records at my office and record my time
8 in the ordinary course of business. In the course of preparing this declaration, I
9 reviewed and analyzed my time records.

10 36. I have spent approximately 62.5 hours to date litigating this case over
11 nearly 2 years. I expect to spend an additional 5 hours finalizing the final approval
12 motion, preparing for and attending the Final Approval Hearing, and administering the
13 settlement through its conclusion, including anticipated communications with class
14 members, the settlement administrator, the LWDA, and Defendant's counsel. My billing
15 rate is \$1,000 per hour (19 years out of law school.) I have aggressively litigated this case
16 from the start. Attached hereto as **Exhibit A** is a true and correct copy of all I have work
17 performed in connection with this litigation.

18 37. Over the past year, California courts have approved the attorney hourly
19 rates proffered here as reasonable. My reasonable hourly rate is \$1,000. This is the rate
20 prevailing in the community for similar work performed by attorneys of comparable skill,
21 experience, and reputation, and has been approved as reasonable by several California
22 state courts over the past year. Based on my education and experience as detailed above,
23 this rate is reasonable.

24 38. One difficulty in determining hourly rates of attorneys of similar skill and
25 experience in the relevant community is the scarcity of hourly fee-paying clients in class
26 action litigation. As a practical matter, few if any individual employees or consumers pay
27 attorneys' fees on an hourly basis for such extensive litigation, and thus retainer

1 agreements in such cases are based on a contingency fee relationship. Therefore, there is
2 no customary billing rate, but the nature of class action work should be strongly
3 considered by the Court.

4 39. Even with my firm's extensive experience litigating employment cases,
5 prosecuting these cases still carries a considerable amount of risk. There is the significant
6 risk that Plaintiff would fail in obtaining class certification or would not succeed in
7 proving Defendant's liability at trial.

8 40. Class action work also requires specialized learning and the willingness to
9 take large risks. I have extensive experience in class action litigation, particularly in the
10 employment context, as detailed herein.

11 41. Furthermore, as described above, the Settlement Class and the State of
12 California reaped significant benefits. The success achieved by the Settlement supports
13 my firm's fee request.

14 42. Further, no Class Member objected to the proposed attorneys' fee request
15 contained in the Settlement. The overwhelming rate of acceptance of the Settlement by
16 Class Members supports my firm's fee request.

17 43. A small firm like mine can only properly litigate a limited number of cases
18 at one time. The requirements of this case were significant. Had I not reached a
19 settlement with Defendants, the demands of this case would have required a significant
20 portion of our resources. We were precluded from taking other employment cases due to
21 the demands of litigating this case.

22 44. All class counsel in this case are jointly submitting an attorney fee request
23 equaling \$1,008,565.80 or 33 1/3% of the Gross Settlement Amount. My experience in
24 class actions, as well as my review of fee awards in similar actions, support my
25 conclusion that the fee request is very reasonable and in line with the common practice in
26 this type of case.

27 **Class Counsel's Costs:**

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45. My firm's total costs to date total \$94.27, which include court fees. A true and correct copy of an itemized list of costs incurred (and expected to be incurred) by my firm in this action is attached hereto as **Exhibit B**. These costs were reasonably incurred in litigating this matter.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct. Executed on this 26th day of June, 2026 at San Francisco, California.



AYSE KENT

EXHIBIT A

Medina v. 24 Hour Fitness USA, LLC
Attorney Time/Task

Task	Ayse Kent, Esq. \$1,000/hr
Client intake, investigation, case evaluation, communications with client regarding claims, identification of witnesses and potential class members, and introduction to co-class counsel	4.2
Communications with co-class counsel regarding investigation, case strategy, claims	2.9
Communications with co-class counsel regarding prosecution of case and mediation.	2.8
Review of pleadings, related cases, demurrer and arbitration rulings, legal strategy, and communications with co-class counsel regarding same	5.5
Review and negotiation of fee-sharing agreements and related communications with co-class counsel	4.2
Review and revision of settlement agreement, class notice, LWDA submissions, and related settlement documents; communications with co-counsel regarding settlement terms	11.3
Review and revision of amended complaint, stipulations, notices, settlement documents, and filings; communications with co-class counsel and defense counsel	7.5
Drafting, review, and revision of motion for preliminary approval, declarations, supporting papers, and related communications with co-counsel	9.5
Review of tentative rulings and court order regarding Motion for Preliminary Approval; communications with co-class counsel regarding same	1.6
Oversight of settlement administration, review of weekly reports, notices, objections, calculations, and communications with administrator and all counsel	6.7
Review and revision of motion for final approval, attorney fee motion, supporting declaration, and related communications with co-counsel	6.3

Medina v. 24 Hour Fitness USA, LLC
Attorney Time/Task

Task	Ayse Kent, Esq. \$1,000/hr
Estimated time required for related administration work; Prepare for and attend Final Approval hearing and related communications with all counsel and client	5.0
Total Hours:	67.5
Total Lodestar Per Attorney:	\$67,500.00

EXHIBIT B

Medina v. 24 Hour Fitness USA, LLC
Costs - AK Employment Law Office, PC

Date	Description	Cost
5/7/2025	Retrieval of related case documents (Los Angeles Superior Court)	\$20.00
5/7/2025	Retrieval of related case documents (San Bernardino Superior Court)	\$0.83
5/7/2025	Retrieval of related case documents (San Bernardino Superior Court)	\$18.50
5/19/2025	Retrieval of related case documents (Los Angeles Superior Court)	\$28.20
8/12/2025	Electronic filing charges - Notice of Appearance	\$26.74
	Total:	\$94.27