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as an aggrieved employee, and on behalf of all other
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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN DIEGO**

15 **ANDREW MANSOUR**, on behalf of all
16 Similarly situated individuals,

17 Plaintiff,

18 v.

19 **HOIST FITNESS SYSTEM, INC.**, a
20 California stock corporations;
21 and DOES 1-10, inclusive;

22 Defendant.

CASE NO. 25CU030567C

*[Assigned for all purposes to the
Hon. Carolyn M. Caietti, Department C-70]*

**JOINT STIPULATION OF SETTLEMENT
OF PAGA REPRESENTATIVE ACTION
REACHED AT EARLY EVALUATION
CONFERENCE**

Case Filed: June 11, 2025

Trial Date: None Set

1 **STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION REACHED**
2 **AT EARLY EVALUATION CONFERENCE**

3 This Stipulation of Settlement and Release of PAGA Representative Action (“Agreement” or
4 “Settlement Agreement” or “Stipulation”) is made and entered into by and between Andrew Mansour
5 (“Plaintiff” or “Mr. Mansour”), individually and as the authorized proxy for the State of California
6 and the Labor and Workforce Development Agency (“LWDA”), and Hoist Fitness Systems, Inc.
7 (hereinafter “Defendant(s) and collectively with Plaintiff, the “Parties”).

8 This Agreement is **based on the Parties’ settlement reached at the November 21, 2025**
9 **Early Evaluation Conference with the Honorable Judge Kevin A. Enright**, and is subject to the
10 approval of this Court pursuant to Cal. Lab. Code § 2699(1)(2) and is made for the sole purpose of
11 attempting to consummate settlement of the lawsuit entitled *Mansour, et al. v. Hoist Fitness Systems,*
12 *Inc., et al.*, Los Angeles Superior Court Case No. 25CU030567C (the “Lawsuit”) on the following
13 terms and conditions:

14 **RECITALS**

15 1. On February 10, 2025, Plaintiff Andrew Mansour sent a PAGA letter to the LWDA
16 regarding alleged violations of the Labor Code (the “PAGA Notice Letter”). On June 11, 2025,
17 Plaintiff filed a Complaint for civil penalties pursuant to the PAGA Notice Letter, in San Diego
18 County Superior Court alleging violations by Defendant of Labor Code §§ 96–98.6, 200–204.2, 205–
19 212, 221–233, 245–246, 351–353, 432–450, 510–552, 558, 1102.5, 1174.5, 1182.12, 1194–1198.5,
20 1290–1301, 1475, 1527, 1695.55–1700.31, 1771, 1774–1775(b)(1), 2698–2699.3, 2800–2802,
21 2810.5, 3366, 3457, and 8397.4, including all applicable subdivisions identified in Plaintiff’s
22 February 10, 2025 PAGA letter and the June 11, 2025 Complaint; as well as all claims arising under
23 California Business and Professions Code §§ 17200, 16600, and 16700, and the applicable Wage
24 Order against Defendant.

25 2. Defendant denies all of the allegations in the Lawsuit, and specifically the PAGA
26 Representative Claims, and denies that it or any Released Parties committed any misconduct,
27 statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

1 3. In the interest of avoiding further litigation, the Parties desire to fully and finally settle
2 all actual or potential PAGA claims as pleaded in the operative Complaint or the PAGA Notice Letter,
3 or that could have been pleaded in the operative Complaint in this Action.

4 4. This Settlement Agreement is made and entered into by and between Plaintiff
5 individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of
6 California through Plaintiff as a proxy, and Defendant on the other hand. This Settlement Agreement
7 is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly
8 acknowledge that this Agreement is entered into solely for the purpose of compromising disputed
9 claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for
10 any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties
11 shall be returned to their original respective positions.

12 5. Because this is not a settlement of a class action but a PAGA settlement on behalf of
13 the State of California, no person can (a) object to the settlement after the Court's Approval Order is
14 made, or (b) opt out from being covered by the release of PAGA claims at any time before or after
15 the Approval Order is made.

16 6. The Parties agree to abide by the terms of the Settlement Agreement in good faith and
17 to support the Settlement Agreement fully and to use their best efforts to defend this Settlement
18 Agreement from any legal challenge, whether by appeal or collateral attack.

19 7. On November 21, 2025, the Parties participated in a confidential early evaluation
20 conference with the Honorable Kevin A. Enright. With the assistance of Judge Enright, the Parties
21 were able to reach agreement on the principal terms of a PAGA settlement, memorialized in Judge
22 Enright's Settlement Sheet, Exhibit A to this Agreement, and which terms have now been expanded
23 upon in this Stipulation.

24 8. The settlement discussions before and during the early evaluation conference were
25 conducted at arm's length and the settlement of the Action is the result of an informed and detailed
26 analysis of Defendant's potential liability in relation to the costs and risks associated with continued
27 litigation.

28

1 9. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant
2 investigation during the prosecution of the Action. This investigation included, among other things,
3 (a) numerous telephonic calls and written communications with Plaintiff; (b) inspection and analysis
4 of payroll and timekeeping documents for Plaintiff, and other information produced by Plaintiff and
5 Defendant, including relevant policy documents, Plaintiff's complete personnel file, and proposed
6 cures submitted by Defendant; (c) research of the applicable law with respect to the claims asserted
7 in the Action and the potential defenses thereto; (d) investigation into the viability of collective
8 treatment of the claims asserted in the Action; (e) analysis of the legal positions taken by Defendant,
9 including information sufficient to understand Defendant's potential defenses to Plaintiff's claims;
10 (f); assembling and analyzing of data for calculating damages; and (g) consulting with an expert to
11 prepare an analysis and accounting of Defendant's exposure for civil penalties.

12 10. The informal discovery and investigation conducted in this matter, as well as
13 discussions between counsel, have been adequate to give the Named Plaintiff and Plaintiff's Counsel
14 a sound understanding of the merits of the Parties' positions and to evaluate the risks of continued
15 litigation and the value of the Aggrieved Employees' claims. The information exchanged by the
16 Parties through discovery and settlement discussions were sufficient to allow Plaintiff's Counsel to
17 reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair
18 and equitable basis.

19 11. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action, allegations,
20 and contentions asserted in the Action have merit. However, Plaintiff and Plaintiff's Counsel
21 recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to
22 prosecute the Action against Defendant through trial and appeals. Plaintiff's Counsel has taken into
23 account: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex
24 actions such as this lawsuit; 3) the difficulties and delays inherent in such litigation; and 4) the
25 potential risk of trying the claims of the Aggrieved Employees. Plaintiff's Counsel is mindful of the
26 potential problems of proof under, and possible defenses to, the claims alleged in the Action and
27 litigation of those claims on a representative basis.

28

1 estimates of the number of pay periods worked by each PAGA Settlement Member during the PAGA
2 Period.

3 15. “Effective Date” means the date on which the settlement embodied in this Settlement
4 Agreement shall become effective and is the date after all of the following events have occurred: (i)
5 this Settlement Agreement has been executed by Plaintiff and Defendant; and (ii) the Court has
6 granted approval of the Settlement.

7 16. “Approval Order” means the signed order of the Superior Court approving the
8 Settlement and entering Judgment.

9 17. “Eligible Pay Period” means any pay period from February 10, 2024 through
10 November 21, 2025. Pay periods are calculated on a biweekly basis.

11 18. “Funding Date” means 10 business days from the Effective Date.

12 19. “LWDA” means the California Labor and Workforce Development Agency.

13 20. “PAGA Representative Claims” means Plaintiff’s individual and non-individual
14 PAGA claims for civil penalties based on alleged predicate violations of California Labor Code §§
15 96–98.6, 200–204.2, 205–212, 221–233, 245–246, 351–353, 432–450, 510–552, 558, 1102.5, 1174.5,
16 1182.12, 1194–1198.5, 1290–1301, 1475, 1527, 1695.55–1700.31, 1771, 1774–1775(b)(1), 2698–
17 2699.3, 2800–2802, 2810.5, 3366, 3457, and 8397.4, including all applicable subdivisions identified
18 in Plaintiff’s February 10, 2025 PAGA Notice Letter and the June 11, 2025 Complaint, as well as all
19 claims arising under California Business and Professions Code §§ 17200, 16600, and 16700, as set
20 forth in the Complaint, or in the PAGA Notice Letter.

21 21. “PAGA Release Period” means the period from February 10, 2024 through November
22 21, 2025.

23 22. “PAGA Released Claims” shall mean the release being given by the State of
24 California and PAGA Release Members for those claims for civil penalties under PAGA that were
25 alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the
26 PAGA Notice Letter, which are claims under PAGA for civil penalties arising under Labor Code §§
27 96–98.6, 200–204.2, 205–212, 221–233, 245–246, 351–353, 432–450, 510–552, 558, 1102.5, 1174.5,
28 1182.12, 1194–1198.5, 1290–1301, 1475, 1527, 1695.55–1700.31, 1771, 1774–1775(b)(1), 2698–

1 2699.3, 2800–2802, 2810.5, 3366, 3457, and 8397.4, including all applicable subdivisions identified
2 in Plaintiff’s February 10, 2025 PAGA Notice Letter and the June 11, 2025 Complaint, as well as all
3 claims arising under California Business and Professions Code §§ 17200, 16600, and 16700, under
4 the applicable Wage Order.

5 23. “PAGA Settlement” or “Settlement” means the settlement of the Lawsuit as
6 memorialized in this Agreement.

7 24. “PAGA Settlement Members” shall mean all non-exempt employees of Defendant
8 who worked at least one shift in California from February 10, 2024 through November 21, 2025.
9 Defendant represents that there are approximately 74 PAGA Settlement Members who worked
10 approximately 2,700 biweekly pay periods from the beginning of the PAGA Release Period through
11 November 21, 2025. Plaintiff has relied upon this material representation in entering into this
12 Settlement.

13 25. “Plaintiff’s Counsel” means Bardia A. Akhavan of Akhavan & Associates.

14 26. “Released Parties” shall mean Defendant Hoist Fitness Systems, Inc., and their former,
15 present and future owners, shareholders, parents, subsidiaries, affiliated companies, and all of their
16 current, former and future officers, directors, managers, executive-level employees, consultants,
17 partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal
18 representatives.

19 27. “Settlement Administrator” means APEX Class Action Administration (“APEX”)
20 , who provided the most cost-effective quote for administration.

21 28. “Judge Enright’s Settlement Sheet” means the Stipulation for Settlement (CCP
22 664.6) executed by all Parties at the conclusion of the November 21, 2025 Early Neutral Evaluation
23 conducted by Judge Enright, attached as **Exhibit A**. Judge Enright’s Settlement Sheet included the
24 following material terms:

- 25 a. Settlement in the gross sum of \$400,000.
- 26 b. Defendant will not oppose an application for an enhancement award in the amount of
27 \$8,000 to Plaintiff.

1 c. Defendant will not oppose an application for attorneys' fees up to 33% of the gross
2 settlement sum, i.e., \$133,333.33.

3 d. Defendant will not oppose reimbursement of actual costs and expenses not to exceed
4 \$2,000.

5 e. Costs to the Settlement Administrator not to exceed \$5,000.

6 29. "Notice" means the Notice of PAGA Payment, substantially in the form attached as

7 **Exhibit B.**

8 30. "Order and Judgment" means the Court order granting approval of the Settlement in
9 an order in substantially the same form as the order attached as **Exhibit C.**

10 **TERMS OF AGREEMENT**

11 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements
12 set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 31. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and
14 releases contained in this Agreement, and subject to Court approval, Defendant shall pay the sum of
15 \$400,000.00 ("Gross Settlement Amount" or "GSA") in full and final settlement of the PAGA
16 Representative Claims and the Lawsuit on or before the Funding Date. The Gross Settlement Amount
17 is non-reversionary.

18 32. Escalator Clause. Defendant has represented (and the Parties have agreed) that there
19 are no more than 2,700 weekly pay periods worked by the Aggrieved Employees from the beginning
20 of the PAGA Release Period through November 21, 2025. Plaintiff has relied upon this material
21 representation in entering into this Settlement. Should the number of pay periods worked by
22 Aggrieved Employees during the PAGA Release Period exceed 2,700 by more than 10%, i.e. 270
23 additional pay periods, then the Settlement Fund Amount shall be increased proportionally by the
24 Pay Periods in excess of 2,970 pay periods multiplied by the Pay Period Value. The Pay Period
25 Value shall be calculated by dividing the originally agreed-upon Settlement Fund Amount of
26 \$400,000.00 by 2,700 which amounts to a Pay Period Value of \$148.15.00. Thus, for example,
27 should there be 3,000 pay periods in the PAGA Period, then the Settlement Fund Amount shall be
28 increased by \$4,444.50 ((3,000 pay periods – 2,970 pay periods) x \$148.15 per pay period.

1 33. Attorney’s Fees and Costs. Pursuant to Judge Enright’s Settlement Sheet, Plaintiff’s
2 Counsel will request, and Defendant will not oppose, for fees up to 33% of the Gross Settlement
3 Amount, plus actual costs and expenses not to exceed \$2,000, to be paid out of the GSA.

4 34. Plaintiff’s Incentive Award. Further pursuant to Judge Enright’s Settlement Sheet, in
5 recognition of his efforts and work in prosecuting the Action on behalf of the PAGA Settlement
6 Members and in negotiating the Settlement, Defendant agrees not to oppose or impede any
7 application or motion for a PAGA Representative Enhancement Payment of up to a total of \$8,000.00
8 to the Named Plaintiff, Andrew Mansour, subject to the Court’s approval. The PAGA Representative
9 Enhancement Payment, which will be paid from the Gross Settlement Amount, is in addition to the
10 payment to which he is entitled as PAGA Settlement Member. The Named Plaintiff agrees to execute
11 a general release of all claims, including a waiver of California Civil Code § 1542, against Defendant
12 in exchange for his Enhancement Payment, which this Stipulation includes. The Settlement
13 Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Named Plaintiff,
14 and the Named Plaintiff shall be solely and legally responsible for correctly characterizing this
15 compensation for tax purposes and for paying any taxes on the amount received. Should the Court
16 reduce the Named Plaintiff Enhancement Payment, any such reduction shall revert to the Net
17 Settlement distributed to PAGA Settlement Members. In the event that the Court reduces or does not
18 approve the requested Plaintiff’s Counsel Fee Award and costs, Plaintiff and Plaintiff’s Counsel shall
19 not have the right to revoke this settlement, and it will remain binding, and Plaintiff shall not appeal
20 any judgment or order on that basis.

21 35. Settlement Costs. The Settlement Administrator will be paid for the reasonable costs
22 of administration of the Settlement and distribution of payments from the Gross Settlement Amount,
23 not to exceed \$5,000.00. Any unused amounts will revert to the Gross Settlement Amount.

24 36. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement
25 Amount *minus* Settlement Administration Costs, Plaintiff’s Counsel’s Fees and Costs, and the PAGA
26 Representative Enhancement Payment. The remaining amount shall be referred to as the Net
27 Settlement Amount and shall be allocated for payment of PAGA civil penalties as follows: (i) 65%
28 of the Net Settlement Amount shall be distributed to the LWDA; and (ii) 35% of the Net Settlement

1 Amount shall be distributed to the PAGA Settlement Members, as set forth in the version of Labor
2 Code section 2699(i) effective as of the date of filing of the Lawsuit.

3 37. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in
4 any way be construed as an admission by Defendant and/or any of the Released Parties that they acted
5 wrongfully with respect to Plaintiff or any other allegedly Aggrieved Employees. Defendant
6 specifically disclaim any liability to, or wrongful acts against Plaintiff, on the part of itself, and/or
7 any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors,
8 employees, or agents. Defendant denies that there is any factual evidence or legal basis to support
9 any claims or Labor Code violations that Plaintiff alleges on behalf of alleged aggrieved employees,
10 or by Plaintiff on his own behalf.

11 38. Release by PAGA Settlement Members and the LWDA. As of the date that Defendant
12 fully funds the Gross Settlement Amount, for and in consideration of the mutual promises and
13 consideration set forth in this Agreement, Plaintiff, the PAGA Settlement Members, and the LWDA
14 are deemed to release against the Released Parties *only* claims for civil penalties, interest, fees or
15 costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
16 in the Complaint or the PAGA Notice Letter, specifically claims for penalties under PAGA based on
17 predicate violations of Labor Code §§ 96–98.6, 200–204.2, 205–212, 221–233, 245–246, 351–353,
18 432–450, 510–552, 558, 1102.5, 1174.5, 1182.12, 1194–1198.5, 1290–1301, 1475, 1527, 1695.55–
19 1700.31, 1771, 1774–1775(b)(1), 2698–2699.3, 2800–2802, 2810.5, 3366, 3457, and 8397.4,
20 including all applicable subdivisions identified in Plaintiff’s February 10, 2025 PAGA Notice Letter
21 and the June 11, 2025 Complaint, as well as all claims arising under California Business and
22 Professions Code §§ 17200, 16600, and 16700, under the applicable Wage Order (the “PAGA
23 Released Claims”). The PAGA Released Claims are expressly limited to claims for PAGA penalties
24 and not any underlying predicate claims or causes of action.

25 39. PAGA Settlement Administrator and Distribution Method. The PAGA Settlement
26 Administrator shall process and distribute the Gross and Net Settlement Amounts in accordance with
27 this Agreement.

28

1 40. The Parties agree that the Settlement Administrator shall establish a Qualified
2 Settlement Fund (“QSF”) that is intended to be pursuant to Section 468B of the Code and Treas.
3 Reg. §1.468B-1, 26 CFR § 1.468B-1 et seq., and will be administered by the Settlement Administrator
4 as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a
5 settlement account in such a manner as to qualify and maintain the qualification of the QSF as a
6 “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy
7 all federal, state and local income and other tax reporting, return, and filing requirements with respect
8 to the QSF (if any is required); and (3) satisfy out of the QSF all fees, expenses, and costs incurred
9 in connection with the opening and administration of the QSF and the performance of its duties and
10 functions as described in this Agreement. The aforementioned fees, costs, and expenses shall be
11 treated as and included in the costs of administering the QSF by the Settlement Administration.

12 a. The Net Settlement Amount shall be available for distribution to the PAGA Settlement
13 Members and the LWDA consistent with Labor Code section 2699(i) and shall be
14 allocated as follows: 65% to the LWDA (“LWDA Payment”) and 35% to the PAGA
15 Settlement Members (“PAGA Settlement Members Payment”). Each PAGA
16 Settlement Member will receive a pro rata share of the PAGA Settlement Members
17 Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods
18 of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).
19 The Settlement Administrator will calculate each PAGA Settlement Member’s pro
20 rata share of the PAGA Settlement Members Payment. Defendant’s payroll and
21 personnel records shall be entitled to a presumption of accuracy in the event of any
22 dispute as to the number of Eligible Pay Periods for any particular employee.

23 b. Within 10 calendar days from the entry of a Court order approving the Settlement,
24 Defendant will send to the Settlement Administrator the PAGA Settlement Member
25 List. This information shall be treated as and remain confidential by the Settlement
26 Administrator and shall be used solely to manage the notice and payment process
27 described herein, shall not be disclosed to Plaintiff’s Counsel or to anyone other than
28 the necessary staff of the Settlement Administrator, except as needed to effectuate the

1 Settlement, including to resolve any dispute over the amount of a PAGA Settlement
2 Member's pro rata share of the PAGA Settlement Members Payment.

3 c. By the Funding Date, Defendant shall wire the Gross Settlement Amount using the
4 wiring instructions provided by the PAGA Settlement Administrator.

5 d. Within five business days of the Funding Date, the PAGA Settlement Administrator
6 shall distribute the amounts for the Plaintiff's service payment and attorneys' fees and
7 costs to Plaintiff's counsel, and the Net Settlement Amount to the LWDA and PAGA
8 Settlement Members.

9 e. Because the Individual PAGA Settlement Member Payments are in compromise and
10 settlement of claims for civil penalties, the entirety of these payments will be treated
11 as non-wage income that is not subject to any withholdings or deductions. The service
12 payment to Plaintiff is not wages, will not be subject to deductions or withholdings,
13 and will be reported as 1099 income. The PAGA Settlement Administrator shall be
14 responsible, to the extent necessary based on the amount of a payment, for all tax
15 reporting and documentation related to the PAGA Settlement Member Payments, as
16 well as all other payments made under the Agreement. Plaintiff and Plaintiff's Counsel
17 each agree to hold Defendant and the Released Parties harmless from and against any
18 damage or penalty incurred by Plaintiff and/or Plaintiff's Counsel as a result of any
19 taxing authority assessing any tax or penalty upon Defendant as a consequence of any
20 tax being due and unpaid on each of their portions of the Settlement. Plaintiff,
21 Plaintiff's counsel, Defendant, and Defendant's counsel shall not bear any
22 responsibility for errors or omissions in the calculation or distribution of the settlement
23 payments or development of the list of recipients of settlement payments or any
24 increase in the fees of the Settlement Administrator that may result from such errors
25 or omissions. Defendant nor their counsel shall have any liability for any tax
26 implications related to the receipt of settlement funds herein, including by the
27 settlement administrator. Any and all such liability and/or obligations shall be borne
28 solely by the recipients of any funds to be paid by Defendant herein, except that in no

1 case shall any PAGA Member be required to pay, reimburse, or indemnify Defendant
2 for any amounts characterized or recharacterized as employer-side tax liabilities. The
3 Parties acknowledge neither Defendant’s nor Plaintiff’s counsel have provided any
4 tax-related advice whatsoever.

5 f. Because this is a PAGA settlement and not a class action settlement, and because there
6 is no claims procedure and no ability to “opt out,” there will be no prior notice to the
7 PAGA Settlement Members advising them of the Settlement or any procedure by
8 which the PAGA Members must submit claims in order to receive a settlement
9 payment. However, the Individual PAGA Settlement Member Payment will be
10 accompanied by a Notice informing PAGA Settlement Member why they are
11 receiving payment substantially in the form of **Exhibit B**.

12 g. No later than five business days after the Funding Date, the Settlement Administrator
13 will mail a notice (“PAGA Notice”) approved by the Court (in substantially the form
14 attached as Exhibit B) along with the Individual PAGA Settlement Member Payment
15 to the individuals in the PAGA Data. For any mailings returned as undeliverable or
16 notifying the Settlement Administrator that the PAGA Settlement Member is no
17 longer at the address provided in the PAGA Settlement Member List, the PAGA
18 Settlement Administrator shall perform a skip-trace on that individual using the
19 National Change of Address database and other source(s) as necessary and will have
20 fourteen (14) calendar days to re-mail the Notice and payment to the new address
21 found in the skip-trace. Defendant may also notify its employees of the mailing of
22 settlement checks, but shall not do so prior to the date Settlement Administrator issues
23 the above-referenced notice.

24 h. PAGA Settlement Members shall have one-hundred and eighty (180) calendar days to
25 cash their Individual PAGA Settlement Member Payment checks under this
26 Agreement. Any checks not negotiated within the one-hundred and eighty (180) days
27 will be voided and will not be reissued. Any funds from voided checks to PAGA
28 Settlement Members will be sent by the Settlement Administrator to the State of

1 California Unclaimed Property Fund through the State Controller’s Office in the name
2 of the PAGA Settlement Member within thirty (30) calendar days after the check-
3 cashing deadline prescribed herein.

- 4 i. Upon completion of administration of the Settlement, the Settlement Administrator
5 will provide written certification of such completion to the Court and counsel for the
6 Parties that shall be filed with the Court five (5) court days before the non-appearance
7 compliance hearing to be set by the Court.

8 41. Plaintiff’s Release and Obligations. In exchange for the service payment referenced
9 above, and in addition to Plaintiff’s release of the PAGA Released Claims, Plaintiff and his heirs,
10 family members, executors, administrators, successors, attorneys, agents, representatives, and assigns
11 hereby irrevocably and unconditionally remises, releases, and forever discharges Defendant and the
12 Released Parties from any and all claims, wages, demands, rights, liens, agreements, contracts,
13 covenants, actions, suits, causes of action, obligations, penalties, debts, costs, expenses, attorneys’
14 fees, damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any
15 nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, and whether or
16 not concealed or hidden, which Plaintiff may have, or have ever had, against the Released Parties, or
17 any of them, arising out of, or in any way related to Plaintiff’s hire, benefits, employment,
18 termination, or separation from employment with Defendant by reason of any actual or alleged act,
19 omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to
20 and including the date Plaintiff signs this Agreement including, without limiting the generality of the
21 foregoing: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended (“Title
22 VII”), the Americans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act,
23 as amended (“ERISA”) (regarding unvested benefits), the Family and Medical Leave Act (“FMLA”)
24 (regarding existing but not prospective claims), the Fair Labor Standards Act (“FLSA”), the Equal
25 Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act
26 (“FCRA”), the Worker Adjustment and Retraining Notification Act (“WARN Act”), the National
27 Labor Relations act (“NLRA”), the Uniform Services Employment and Reemployment Rights Act
28 (“USERRA”), the Genetic Information Nondiscrimination Act (“GINA”), the Immigration Reform

1 and Control Act (“IRCA”), the Fair Employment and Housing Act (“FEHA”), the California
2 Constitution, the California Family Rights Act (“CFRA”), the California Labor Code (including
3 PAGA) and applicable Wage Order, the Unfair Competition Law, all as amended by their respective
4 implementing regulations, and any other federal, state or local law, (statutory, regulatory, or
5 otherwise) that may be legally waived and released; however the identification of specific statutes or
6 law shall not limit the scope of this general release in any manner; and (b) any and all claims for
7 backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties,
8 failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory
9 damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation pay,
10 restitution, tort claims, contract claims, equitable claims, hostile work environment claims, workplace
11 harassment claims, wrongful termination claims, discrimination claims, public policy claims,
12 retaliation claims, whistleblower retaliation claims, failure to provide reasonable accommodation
13 claims, failure to engage in the interactive process claims, failure to prevent discrimination claims,
14 failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress
15 claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or
16 attorneys’ fees and costs either individually or as part of a class action, collective action, and/or
17 representative action (collectively, “Plaintiff’s Released Claims”).

18 Plaintiff further agrees and expressly waives and relinquishes to the fullest extent permitted
19 by law, the rights and benefits of California Civil Code section 1542, which provides:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
21 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
22 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
23 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
24 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25 Notwithstanding the provisions set forth herein, and for the purpose of implementing a full
26 and complete release, Plaintiff expressly acknowledges that this Agreement is intended to include
27 and does include its effect without limitation all claims which Plaintiff does not know or suspect to
28

1 exist in his favor against Defendant and/or the Released Parties, and that this Agreement contemplates
2 extinguishment of any such claim or claims. Plaintiff has been given at least 21 days from the date of
3 receipt of this Agreement to consider the terms of this Agreement and consult with counsel before
4 signing it (Consideration Period). In the event Plaintiff chooses to sign this Agreement prior to the
5 expiration of the Consideration Period, Plaintiff represents that he knowingly and voluntarily is
6 waiving the remainder of the Consideration Period. Plaintiff understands that having waived some
7 portion of the Consideration Period, Defendant may expedite the processing of benefits provided to
8 him in exchange for signing this Release. Plaintiff agrees with Defendant that changes, whether
9 material or immaterial, do not restart the running of the Consideration Period. Plaintiff acknowledges
10 that he has seven (7) days after he signs this Agreement to revoke his agreement to it by sending a
11 written revocation notice to Defendant through their counsel. Notwithstanding any other provision of
12 this Agreement, if Plaintiff revokes this Agreement pursuant to this section, the Agreement will not
13 be effective or enforceable.

14 42. Impact of Non-Approval by the Court. Should the Court deny approval of this
15 Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's
16 concerns in order to obtain the Court's approval, except that Defendant will not be required under
17 any circumstances to increase the Gross Settlement Amount, other than provided under Paragraph
18 32. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litigation
19 positions before they entered into this Agreement. If the Court ultimately denies approval of the
20 Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be
21 deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used
22 for any purpose whatsoever.

23 43. Applicable Law. This Agreement shall be construed and interpreted in accordance
24 with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6,
25 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
26 of the terms of this Settlement, and the Parties and their counsel submit to the jurisdiction of the Court
27 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement
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1 and all orders and judgments entered in connection therewith. This Agreement will be binding upon,
2 and inure to the benefit of, the successors of each of the Parties.

3 44. Judgment in this Action. Within thirty (30) calendar days after the Parties execute this
4 Agreement, Plaintiff's Counsel shall prepare, file, and serve a motion for approval of this Agreement
5 pursuant to California Labor Code § 2699(1)(2), advocating that the terms of the Settlement are fair,
6 adequate, and reasonable, and Defendant shall not oppose such a motion provided that it is consistent
7 with the terms of this Agreement. The parties shall attempt to use a current-scheduled motion date,
8 February 27, 2026, as the date for the court to hear the motion for approval of this Agreement. The
9 Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action,
10 and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
11 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
12 by this Agreement or by law.

13 45. Confidentiality. Plaintiff and Plaintiff's Counsel agree that, except as may be required
14 by the Court in connection with the approval of this Agreement, he will direct PAGA Counsel not to
15 publish or publicize, or cause to be published, publicized, in the media (print or broadcast) or on the
16 Internet the circumstances, events, occurrences, and/or documents underlying Plaintiff's and
17 Aggrieved Employees' claims against Defendant or any monetary terms of this Agreement. Plaintiff
18 and Plaintiff's Counsel further agree that Plaintiff will not issue press releases, communicate with, or
19 respond to, any media or publication entities concerning the Settlement, including the fact of the
20 Settlement, its terms or contents, and the negotiations underlying the Settlement, except as required
21 by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein.
22 Plaintiff will instruct his counsel to comply with his restrictions under this Paragraph. The Parties
23 agree that any PAGA notice to putatively Aggrieved Employees will direct said Employees to contact
24 the Settlement Administrator. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing
25 the Settlement, the fact of Settlement, and its terms and conditions with PAGA Members who are a
26 part of this Settlement and/or in all necessary motions and supporting memoranda related to approval
27 of the Settlement or for other PAGA settlements.

1 46. No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing
2 the terms of this Agreement which include barring claims that are released pursuant to this
3 Agreement, neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed
4 as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse
5 to Defendant and/or any of the Released Parties, including but not limited to, evidence of any
6 violation of the Labor Code, presumption, concession, indication, or admission by any of the Released
7 Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred
8 to, or offered in evidence against Defendant and/or any of the Released Parties in any other civil,
9 criminal, or administrative action or proceeding.

10 47. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and
11 understands the full contents of this Agreement and is voluntarily entering into this Agreement after
12 having received independent legal advice from him or its attorneys with respect to the advisability of
13 making the settlement provided for herein and the advisability of executing this Agreement.

14 48. Joint Drafting. Each of the Parties has participated in the drafting of all provisions of
15 this Agreement, has had an adequate opportunity to read, review, and consider the effect of the
16 language of this Agreement, and has agreed to its terms.

17 49. Severability. If any provision of this Agreement is held to be invalid by a court of
18 competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and
19 neither that provision nor its severance and deletion shall affect the validity of the remaining
20 provisions, except that if the Court severs a provision that either of the Parties reasonably considers
21 to be a material term of this Agreement, that Party shall have the option to send a written notice to
22 the other Party no later than fourteen (14) calendar days after the Court severs the provision that it
23 wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before
24 this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable
25 efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect
26 whatsoever, and shall not be referred to or used for any purpose whatsoever. In such case, the Party
27 seeking to void the agreement shall be liable for any costs incurred by the Administrator through that
28 date.

1 50. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or
2 electronic copies of signatures shall be deemed effective as originals.

3 51. Entire Agreement. This Agreement sets forth the entire agreement between the Parties
4 hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or
5 oral, between the Parties concerning the subject matter of this Agreement. Any modification to this
6 Agreement must be in writing and signed by Plaintiff and Plaintiff’s Counsel and Defendant and
7 Defendant’s counsel.

8 52. Waiver of right to appeal. Any Party may terminate this Settlement or appeal any
9 Court order which is not in substantially the form submitted by the Parties, except as follows: (i) in
10 the event that the Court reduces or does not approve the requested PAGA Representative
11 Enhancement Payment, Plaintiff shall not terminate this Settlement or appeal any judgment or order
12 on that basis; and/or (ii) in the event that the Court reduces or does not approve Plaintiff’s Counsel’s
13 requested fee award and costs, Plaintiff and Plaintiff’s counsel shall not terminate this Settlement and
14 shall not appeal any judgment or order on that basis.

15 53. Cooperation. All Parties will cooperate in good faith and apply their best efforts to
16 implement this Settlement by, among other things, executing all documents to the extent reasonably
17 necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence
18 and/or supplemental points and authorities if requested by the Court, or making changes to the
19 Settlement if requested by the Court that do not materially affect the essential settlement terms.

20 54. Enforcement Actions. In the event that one or more of the Parties institute any legal
21 action, motion, petition, or other proceeding against any other Party or Parties to enforce the
22 provisions of this Settlement or to declare rights and/or obligations under this Settlement, the
23 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
24 attorneys’ fees and costs, including expert witness fees incurred.

25 55. No Prior Assignments. The Parties separately represent and warrant that they have not
26 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber
27 to any person or entity and portion of any liability, claim, demand, action, cause of action or right
28 released and discharged by the Party in this Settlement.

1 56. Notice. All notices, demands or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the third
3 business day after mailing by United States mail, or the day sent by email or messenger, addressed
4 as follows:

5 To Plaintiff:

6 Bardia A. Akhavan, Esq.
7 bardia@baalaw.com
8 AKHAVAN & ASSOCIATES
9 15760 Ventura Boulevard, Suite #1720
10 Encino, California 91436
11 Tel: (855) 463-4733

12 To Defendant:

13 George S. Howard, Jr. (State Bar no. 076825)
14 george.howard@quarles.com
15 Charles F. Whitman (State Bar no. 299779)
16 charles.whitman@quarles.com

17 **QUARLES & BRADY LLP**
18 101 West Broadway, Suite 1500
19 San Diego, CA 92101

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(remainder of page left intentionally blank)

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stipulation of
2 Settlement of PAGA Representative Action as of the date set forth below.

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DATED: Dec 15, 2025

By: *Andrew Mansour*
Andrew Mansour (Dec 15, 2025 14:53:40 PST)

ANDREW MANSOUR
Individually and on behalf of the PAGA Settlement
Members and State of California

DATED: _____

By: _____

Name: _____

Title: _____

On behalf of Defendant Hoist Fitness Systems, Inc.

1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Joint Stipulation of
2 Settlement of PAGA Representative Action as of the date set forth below.

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DATED: Dec 15, 2025

By: Andrew Mansour
Andrew Mansour, Jr. Dec 15, 2025 14:46 PST
ANDREW MANSOUR
Individually and on behalf of the PAGA Settlement
Members and State of California

DATED: Dec 31, 2025

By: Jeffrey Partrick
Name: Jeffrey Partrick
Title: CEO
On behalf of Defendant Hoist Fitness Systems, Inc.