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CLERK OF THE SUPERIOR COURT  
COUNTY OF CONTRA COSTA, CA

DEPT. \_\_\_\_\_

FAX FILE

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RICHARD CONN individually, and on  
behalf of a class of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,**

PER LOCAL RULE, THIS  
CASE IS ASSIGNED TO  
DEPT. \_\_\_\_\_, FOR ALL  
PURPOSES.

**FOR THE COUNTY OF CONTRA COSTA**

RICHARD CONN individually, and on behalf  
of a class of others similarly situated,

Plaintiff,

v. ,

24 HOUR FITNESS, USA, INC., a  
corporation; and DOES 1-100,

Defendant.

Case No. **C19-02183-**

**COMPLAINT - CLASS ACTION**

**JURY TRIAL REQUESTED**

1 Plaintiff Richard Conn ("Plaintiff"), individually and on behalf of all others similarly  
2 situated ("the Class"), alleges, upon personal knowledge as to himself and upon information and  
3 belief as to other matters, as follows:

4 **NATURE OF ACTION**

5 1. Defendant 24 Hour Fitness, USA, Inc. ("24 Hour Fitness") is one of the largest  
6 fitness club operators in the United States.

7 2. In order to use its fitness clubs, consumers are required to first sign up for a  
8 membership: an agreement between the consumer and 24 Hour Fitness that is memorialized in a  
9 binding contract.

10 3. The membership entitles the consumer to access to certain levels of 24 Hour  
11 Fitness clubs. In ascending order of price those club levels include: Active (lowest level and least  
12 expensive), Sport, Super Sport, and Ultra Sport (highest level and most expensive). Consumers  
13 have access to the club level that they purchase in their membership as well as all levels below the  
14 level reflected in their membership.

15 4. The higher the level of the club the more amenities are offered to the consumer. 24  
16 Hour Fitness sells consumers higher levels of membership contracts based on the greater amenity  
17 offerings that clubs like Super Sport and Ultra Sport include.

18 5. One of the key amenities available at only the Super Sport and Ultra Sport club  
19 levels is towel service. Towel service allows members to use towels provided by 24 Hour Fitness  
20 at the club for a variety of reasons, including but not limited to showering, to sanitize equipment  
21 from others' sweat, to wipe sweat from oneself, and other reasons.

22 6. Furthermore, 24 Hour Fitness' memberships require, as a condition to use any of  
23 the facilities or services at its clubs, that members use a towel, clearly stating that: "You must have  
24 a towel with you during workouts to protect and clean the machines you use."

25 7. For years, 24 Hour Fitness advertised, as a material included service of its  
26 memberships, that consumers who purchased Super Sport memberships would be provided towel  
27 service at its Super Sport clubs. This promise was made in amenity documents given to members  
28 when they signed up, uniformly made by 24 Hour Fitness staff to members and prospective

1 members, and uniformly made in 24 Hour Fitness' online representations about the amenities  
2 included with memberships to its Super Sport clubs. In exchange, consumers uniformly paid more  
3 money for access to Super Sport clubs relying on 24 Hour Fitness' promise that towel service  
4 would be provided at those clubs.

5 8. On May 6, 2017, 24 Fitness appointed a new Chief Executive Office, Chris  
6 Roussos.

7 [https://www.24hourfitness.com/company/press\\_room/press\\_releases/2017/20170516.html](https://www.24hourfitness.com/company/press_room/press_releases/2017/20170516.html). After  
8 appointing Mr. Roussos 24 Fitness began slowly implementing several cost-saving measures,  
9 including but not limited to eliminating towel service at its Super Sport clubs.

10 9. By June 2019, 24 Hour Fitness Super Sport clubs had uniformly stopped providing  
11 towel service to members that purchased Super Sport memberships in breach of its agreements  
12 with its members and despite the uniform representations it had made to members about towel  
13 service being an included amenity at its Super Sport clubs.

14 10. Instead of providing towel service to its Super Sport members, 24 Hour Fitness  
15 now attempts to sell members towels at retail price – another measure intended to increase its  
16 profits.

17 11. 24 Hour Fitness intentionally misrepresented its towel service to consumers in  
18 order to increase its profits and membership numbers while becoming one of the leading sports  
19 club operators in the United States.

20 12. Plaintiff and the putative class purchased memberships at 24 Hour Fitness Super  
21 Sport clubs in California between October 2015 June 2019, relying in part on 24 Hour Fitness'  
22 material misrepresentation that they would be provided towel service at those clubs.

23 13. Plaintiff and the putative class were uniformly damaged by 24 Hour Fitness'  
24 decision to stop providing towel service at its Super Sport clubs.

25 14. Despite Plaintiff's request that 24 Hour Fitness reinstate towel service (*see* Exhibit  
26 A, Plaintiff Conn's June 13, 2019 CLRA letter), 24 Hour Fitness refused to do so. 24 Fitness has  
27 not reduced its membership fees to members based on its reduction in services provided to  
28 members at its Super Sport clubs. In fact, it has in many instances raised its membership fees. 24

1 Hour Fitness has unjustly retained its ill-gotten membership fees, uniformly, from Plaintiff and the  
2 putative class all while further increasing its profits by no longer having the expense of providing  
3 towel service to members at its Super Sport clubs.

4 **PARTIES**

5 15. Plaintiff Conn is an individual resident of Los Angeles County, California.

6 16. 24 Hour Fitness is a corporation that is qualified to conduct business in the State of  
7 California. 24 Hour Fitness owns and operates hundreds of fitness clubs throughout California,  
8 and advertises and markets its memberships directly to consumers in California.

9 17. Plaintiff does not know the true names and capacities of Does 1-100 and therefore  
10 uses fictitious names. Plaintiff will amend the complaint pursuant to the Federal Rules of Civil  
11 Procedure to allege the names and capacities when ascertained.

12 18. Plaintiff is informed and believes that 24 Hour Fitness, its subcontractors, agents,  
13 directly or else through other persons acting on its behalf, conspired to, agreed to, contributed to,  
14 assisted with, and/or otherwise caused all of the wrongful acts, defects, and omissions which are  
15 the subject matter of this complaint.

16 **JURISDICTION AND VENUE**

17 19. At all relevant times Plaintiff Conn was a citizen and resident of Los Angeles  
18 County, California.

19 20. 24 Hour Fitness is a for-profit corporation organized under the laws of California  
20 with its principal place of business in San Ramon, California.

21 21. This Court has jurisdiction over the subject matter of this class action, which is  
22 properly filed in the Contra Costa County, because 24 Hour Fitness' obligations and liability arose  
23 from business activities conducted out of its headquarters in San Ramon, California; those  
24 business activities provide and attendant liability provide the basis for the allegations in this  
25 complaint.

26 **STATEMENT OF FACTS**

27 22. Plaintiff Conn purchased a 24 Hour Fitness Super Sport membership on April 5,  
28 2018, in the state of California.

23. 24 Hour Fitness uniformly advertised that memberships to its Super Sport clubs also included a material amenity; namely, towel service. This promise was made in amenity documents given to members when they signed up, uniformly made by 24 Hour Fitness staff to members and prospective members, and uniformly made in 24 Hour Fitness' online representations about the amenities included with memberships to its Super Sport clubs.

24. Members are not permitted to use any of 24 Hour Fitness' Super Sport facilities or amenities without also using a towel.

25. The process of members bringing their own towels, transporting them, and washing them every time they visit a Super Sport club adds a significant burden that was obviated by 24 Hour Fitness' towel service. Towel service was a material reason for consumers choosing the more expensive Super Sport clubs.

26. In June 2019, 24 Hour Fitness uniformly stopped providing towel service at its Super Sport clubs. Despite Plaintiff's request that towel service be reinstated 24 Hour Fitness refused. 24 Hour Fitness has also not lowered its membership fees for members with Super Sport memberships. Instead 24 Hour Fitness has illegally retained all monies gained from its Super Sport memberships that were advertised as including towel service, despite towel service uniformly stopping at all Super Sport clubs in the California.

27. Plaintiff and the putative class are uniformly harmed by 24 Hour Fitness' illegal acts. 24 Hour Fitness refuses to change its practices without court intervention.

28. Plaintiff saw and relied on 24 Hour Fitness' material misrepresentation that towel service would be included with its Super Sport memberships.

29. With towel service no longer provided at Super Sport clubs, Plaintiff's membership is worth less than when towel service was included.

30. 24 Hour Fitness intended that consumers would rely on its promise that towel service would be included in its Super Sport memberships manifested by its uniform promulgation of towel service as an amenity justifying a higher price for Super Sport memberships.

31. When making their decision to purchase Super Sport memberships, Plaintiff and the putative class reasonably relied on representations, advertising and marketing from 24 Hour

1 Fitness about the services that would be included in its Super Sport memberships, including towel  
2 service.

3 32. If 24 Hour Fitness had made Plaintiff aware that towel service would cease,  
4 Plaintiff would have made a different purchasing decision for his fitness membership.

5 33. At no point prior to paying their membership fees was it communicated to Plaintiff  
6 or the putative class that towel service could or would cease at Super Sport clubs.

7 34. When towel service ceased at 24 Hour Fitness' Super Sport clubs, Plaintiff and the  
8 putative class were uniformly harmed.

9 35. On information and belief, 24 Hour Fitness made its decision to discontinue towel  
10 service at its Super Sport clubs in order to increase its profits in a competitive industry in which it  
11 seeks to become the market leader.

12 **CLASS ACTION ALLEGATIONS**

13 36. This action is brought on behalf of the following classes:

14 All California residents, including former California residents, that purchased a  
15 Super Sport membership from 24 Hour Fitness when one of the advertised  
amenities of Super Sport clubs was that those clubs provided towel service.

16 37. Excluded from the Classes are 24 Hour Fitness, its legal representatives, assigns,  
17 and successors, and any entity in which the 24 Hour Fitness has a controlling interest. Also,  
18 excluded from the Classes is the judge to whom this case is assigned, the Judge's immediate  
19 family, and Plaintiff's counsel and their employees. Plaintiff reserves the right to amend the  
20 above-stated class definitions based on facts learned in discovery, as well as adding subclasses as  
21 the Court sees fit.

22 38. 24 Hour Fitness has nearly 4,000,000 members in over 400 clubs across the United  
23 States. [https://www.24hourfitness.com/company/press\\_room/press\\_releases/2017/20170516.html](https://www.24hourfitness.com/company/press_room/press_releases/2017/20170516.html).

24 That includes dozens of Super Sport clubs in California alone.

25 <https://www.24hourfitness.com/Website/clubList/CA>. The Class is so numerous that joinder of all  
26 members of the Class is impractical.

27 39. Common questions of law and fact exist as to all members of the Class and  
28 predominate over any questions affecting only individual Class members. These common legal

and factual questions include but are not limited to the following:

- a. Whether 24 Hour Fitness was unjustly enriched by selling Super Sport memberships to the Class for sums of money that represented those memberships would also include towel service when beginning June 2019, they do not at which point 24 Hour Fitness refused to refund the diminution of value to the Class;
- b. Whether 24 Hour Fitness breached its membership contracts with the Class when it discontinued providing towel service to Super Sport members in the Class despite promising that amenity to the Class.
- c. Whether 24 Hour Fitness negligently, willfully, and/or knowingly caused the sale of Super Sport memberships to the Class as coming with towel service despite discontinuing towel service in June 2019.
- d. Whether 24 Hour Fitness' conduct violated California's consumer protection laws.
- e. Whether a reasonable consumer would have relied on 24 Hour's advertising the inclusion of towel service in 24 Hour Fitness' sale of Super Sport memberships to the Class.
- f. Whether 24 Hour Fitness should be required to reinstates towel service at its Super Sport clubs in California.
- g. To what extent, without towel service, are the Class' Super Sport memberships' value diminished.

40. Plaintiffs' claims are typical of the Class' and within each subclass and are based on the same facts, legal theories and/or primary rights of all Class members, because each Class member's Super Sport membership is worth less than when they purchased it once towel service discontinued. The class action procedure is also superior to individual lawsuits due to the massive volume of potential individual lawsuits and the similarities that persist in each Class member's claims when compared against the predicted amount of recovery per Class member.

41. Plaintiff will adequately and fairly protect the interests of the Class and each



1 subclass. He has retained counsel experienced in class action litigation. Neither Plaintiff nor his  
2 counsel have any interest that might cause them to not vigorously pursue this action in the Class'  
3 and subclass' best interests.

4 42. Certification of the Class and each subclass is proper under California Code of  
5 Civil Procedure Rule 382.

6 43. Plaintiff and his counsel anticipate that notice to the proposed Class will be  
7 effectuated by mailing notice to 24 Hour Fitness' members whom 24 Hour Fitness has access to in  
8 the regular course of business.

9 **FIRST CAUSE OF ACTION**

10 ***(Unjust Enrichment – By Plaintiff on behalf of the Class, against 24 Hour Fitness and  
Does 1-100)***

11 44. Plaintiff and the Class repeat and reallege each and every allegation above as if set  
12 forth in full herein.

13 45. 24 Hour Fitness uniformly represented that its Super Sport club memberships  
14 included the amenity of towel service. Plaintiff and the Class relied on that representation and  
15 paid certain amounts of monies to 24 Hour Fitness for Super Sport club memberships that  
16 included the amenity of towel service.

17 46. 24 Hour Fitness received such monies from Plaintiff and the Class for the specific  
18 Super Sport club memberships it sold to consumers. Had Plaintiff and the Class known or had  
19 reason to know that they would not have towel service, they would have, at least, paid less monies  
20 to 24 Hour Fitness for their Super Sport club memberships.

21 47. 24 Hour Fitness unjustly retained, and continues to retain, such monies that it  
22 received from Plaintiff and the Class and as a result, has been unjustly enriched to the detriment of  
23 Plaintiff and the Class.

24 **SECOND CAUSE OF ACTION**

25 ***(Negligent/Intentional Misrepresentation – By Plaintiff on behalf of the Class, against  
26 24 Hour Fitness and Does 1-100)***

27 48. Plaintiff and the Class repeat and reallege each and every allegation above as if set  
28 forth in full herein.



49. 24 Hour Fitness made multiple, uniform, and material misrepresentations to Plaintiff and the Class; specifically, that purchase of its Super Sport club memberships included towel service.

50. Towel service was a material misrepresentation not only due to the utility and convenience it provides to Plaintiff and the Class, but also because Plaintiff and the Class are prohibited from using any of the facilities or services in Super Sport clubs without a towel. (Exhibit \_ at p.2). Plaintiff and the Class would have, at least, paid less for a membership without the access to towel service.

51. 24 Hour Fitness' multiple, uniform, and material misrepresentations to Plaintiff and the Class were not true because it discontinued all towel service at Super Sport clubs in June 2019.

52. 24 Hour Fitness intended that Plaintiff and the Class would rely on its multiple, uniform, and material misrepresentations regarding access to towel service at its Super Sport clubs. 24 Fitness' intent is manifested by its promulgation of towel service being available as a distinguishing, additional service above and beyond the services provided at Sport and Active level clubs.

53. Plaintiff and the Class reasonably relied on 24 Hour Fitness' multiple, uniform, and material misrepresentations that they would have access to towel service.

54. Plaintiff and the Class were and currently remain damaged as a result of 24 Hour Fitness' multiple, uniform, and material misrepresentations by no longer having access to towel service at 24 Hour Fitness Super Sport clubs.

55. Plaintiff's and the Class' reasonable reliance on 24 Hour Fitness' multiple, uniform, and material misrepresentations were a substantial factor in causing their damages.

### **THIRD CAUSE OF ACTION**

***(Breach of Contract – By Plaintiff and the putative Class, against 24 Hour Fitness and Does 1-100)***

56. Plaintiff and the Class repeat and reallege each and every allegation above as if set forth in full herein.

57. 24 Hour Fitness promised that, as part of Plaintiff's and the Class' memberships,

1 they would have access to towel service at Super Sport clubs. That promise was manifested: in  
 2 express, uniform statements made by 24 Hour Fitness staff at the time they sold memberships to  
 3 Plaintiff and the Class; in express on-line advertising by 24 Hour Fitness contemporaneous to  
 4 when Plaintiff and the Class purchased their memberships, and in amenity documents provided to  
 5 Plaintiff and the putative class contemporaneous with them executing the membership agreements.

6 58. In exchange for 24 Hour Fitness' promise, Plaintiff and the putative class agreed to  
 7 pay certain membership fees to 24 Hour Fitness.

8 59. 24 Hour Fitness breached its agreements with Plaintiff and the class when it ceased  
 9 providing towel service to Super Sport club members.

10 60. No longer having access to towel service has damaged Plaintiff and the Class.  
 11 Without towel service Plaintiff and the Class can be prohibited from using any of the facilities and  
 12 services at Super Sport clubs. Plaintiff and the class are otherwise damaged by being burdened  
 13 with the inconvenience of bringing their own towels, transporting them to and from the Super  
 14 Sport clubs, and laundering them. The only other option available to Plaintiff and the Class is to  
 15 purchase a retail towel from 24 Hour Fitness which would result in a financial burden.

#### 16 **FOURTH CAUSE OF ACTION**

17 ***(Violation of California's Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750,***  
 18 ***et seq. – By Plaintiff Conn on behalf of the Class, against 24 Hour Fitness and Does 1-***  
***100)***

19 61. Plaintiff Conn and the California Subclass repeat and reallege each and every  
 20 allegation above as if set forth in full herein.

21 62. 24 Hour Fitness made multiple, uniform, and material misrepresentations to  
 22 Plaintiff and the California Class; specifically, that purchase of its Super Sport club memberships  
 23 included towel service.

24 63. Towel service was a material misrepresentation not only due to the utility and  
 25 convenience it provides to Plaintiff and the California Class, but also because Plaintiff and the  
 26 California Class are prohibited from using any of the facilities or services in Super Sport clubs  
 27 without a towel. Plaintiff and the California Class would have, at least, paid less for a  
 28 membership without the access to towel service.

64. 24 Hour Fitness' multiple, uniform, and material misrepresentations to Plaintiff and the California Class were not true because it discontinued all towel service at Super Sport clubs in June 2019.

65. 24 Hour Fitness intended that Plaintiff and the California Class would rely on its multiple, uniform, and material misrepresentations regarding access to towel service at its Super Sport clubs. 24 Fitness' intent is manifested by its promulgation of towel service being available as a distinguishing, additional service above and beyond the services provided at Sport and Active level clubs.

66. Plaintiff and the California Class reasonably relied on 24 Hour Fitness' multiple, uniform, and material misrepresentations that they would have access to towel service.

67. Plaintiff and the California Class were and currently remain damaged as a result of 24 Hour Fitness' multiple, uniform, and material misrepresentations by no longer having access to towel service at 24 Hour Fitness Super Sport clubs.

68. Plaintiff's and the Class' reasonable reliance on 24 Hour Fitness' multiple, uniform, and material misrepresentations were a substantial factor in causing their damages.

69. That material representation to Plaintiff and the California Subclass represented characteristics, uses and benefits that 24 Hour Fitness' Super Sport memberships did not possess in violation of law.

70. 24 Hour Fitness intended that consumers would rely on the characteristics, uses and benefits it represented.

71. 24 Hour Fitness' unfair and deceptive representations occurred in trade or commerce.

72. 24 Hour Fitness' representation was unfair and deceptive resulting in an ascertainable economic injury to Plaintiff and the California Subclass.

73. Despite Plaintiff's request that 24 Hour Fitness reinstate towel service at its Super Sport clubs 24 Hour Fitness has refused to do so, thus satisfying the requirements of California Civil Code § 1782.

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**FIFTH CAUSE OF ACTION**

**(Violation of California Business and Professions Code, Cal. Bus. & Prof. Code §§ 17200, et seq. – By Plaintiff on behalf of the Class, against 24 Hour Fitness and Does 1-100)**

74. Plaintiffs and the California Subclass repeat and reallege each and every allegation above as if set forth in full herein.

75. 24 Hour Fitness represented through in-person sales, advertising, marketing that its Super Sport memberships included towel service when they do not. 24 Hour Fitness knew it would end towel service but still sold Super Sport memberships to Plaintiff and the California class intending that they would choose a Super Sport membership instead of another membership level or another sport club altogether. That material representation to Plaintiff and the California Subclass represented characteristics, uses and benefits that 24 Hour Fitness' Super Sport memberships did not have rendering that act unfair, unlawful and fraudulent.

76. 24 Hour Fitness intended that consumers would rely on the characteristics, uses and benefits it represented regarding towel service at its Super Sport clubs.

77. 24 Hour Fitness unfair and deceptive representations occurred in trade or commerce.

78. Defendant's representation was unfair and deceptive resulting in an ascertainable economic injury to Plaintiff and the California Subclass requiring restitution.

79. Despite Plaintiff's request that 24 Hour Fitness reinstate towel service at its Super Sport clubs 24 Hour Fitness has refused to do so.

**SIXTH CAUSE OF ACTION**

**(Violation of California Business and Professions Code §§ 17500, et seq. – By Plaintiff on behalf of the Class, against 24 Hour Fitness and Does 1-100)**

80. Plaintiff Conn and the California Subclass repeat and reallege each and every allegation above as if set forth in full herein.

81. 24 Hour Fitness made multiple, uniform, and material misrepresentations to Plaintiff and the California Class; specifically, that purchase of its Super Sport club memberships

1 included towel service.

2 82. Towel service was a material misrepresentation not only due to the utility and  
3 convenience it provides to Plaintiff and the California Class, but also because Plaintiff and the  
4 California Class are prohibited from using any of the facilities or services in Super Sport clubs  
5 without a towel. Plaintiff and the California Class would have, at least, paid less for a  
6 membership without the access to towel service.

7 83. 24 Hour Fitness' multiple, uniform, and material misrepresentations to Plaintiff and  
8 the California Class were not true because it discontinued all towel service at Super Sport clubs in  
9 June 2019.

10 84. 24 Hour Fitness intended that Plaintiff and the California Class would rely on its  
11 multiple, uniform, and material misrepresentations regarding access to towel service at its Super  
12 Sport clubs. 24 Fitness' intent is manifested by its promulgation of towel service being available  
13 as a distinguishing, additional service above and beyond the services provided at Sport and Active  
14 level clubs.

15 85. Plaintiff and the California Class reasonably relied on 24 Hour Fitness' multiple,  
16 uniform, and material misrepresentations that they would have access to towel service.

17 86. Plaintiff and the California Class were and currently remain damaged as a result of  
18 24 Hour Fitness' multiple, uniform, and material misrepresentations by no longer having access to  
19 towel service at 24 Hour Fitness Super Sport clubs.

20 87. Plaintiff's and the Class' reasonable reliance on 24 Hour Fitness' multiple,  
21 uniform, and material misrepresentations were a substantial factor in causing their damages.

22 88. That material representation to Plaintiff and the California Subclass represented  
23 characteristics, uses and benefits that 24 Hour Fitness' Super Sport memberships did not possess  
24 in violation of law.

25 89. 24 Hour Fitness intended that consumers would rely on the characteristics, uses and  
26 benefits it represented.

27 90. 24 Hour Fitness' unfair and deceptive representations occurred in trade or  
28 commerce.

1           91.     24 Hour Fitness' representation was unfair and deceptive resulting in an  
2 ascertainable economic injury to Plaintiff and the California Subclass.

3           92.     Despite Plaintiff's request that 24 Hour Fitness reinstate towel service at its Super  
4 Sport clubs 24 Hour Fitness has refused to do so.

5                           **PRAYER FOR RELIEF**

6           WHEREFORE, Plaintiff and the Class pray for relief as follows:

7           1.     Certification of Plaintiff's class action claims pursuant to California Code of Civil  
8 Procedure § 382;

9           2.     Designation of Plaintiff as adequate class representative for the Class;

10          3.     Designation of Plaintiff's counsel as Class Counsel;

11          4.     An award of actual, statutory, and/or punitive damages for to the extent recoverable  
12 by law;

13          5.     Injunctive relief requiring 24 Hour Fitness to reinstate towel service at its Super  
14 Sport clubs across California, immediately;

15          6.     An award of costs incurred herein, including reasonable attorneys' fees to the  
16 extent allowable by law;

17          7.     An award of attorneys' fees and costs according to proof pursuant to California  
18 Code of Civil Procedure section 1021.5 and Cal. Civ. Code §1780(e);

19          8.     Pre-judgment and post-judgment interest, as provided by law;

20          9.     Payment of a reasonable incentive award to Plaintiff in recognition of services he  
21 has and will render in furtherance of all Class members' interests including the risks he is taking  
22 litigating this case; and

23          10.    Such other and further legal and equitable relief as this Court deems necessary, just  
24 and proper.

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**JURY DEMAND**

Plaintiffs hereby demands a trial by jury of all issues so triable.

DATED: November 4, 2019

**EMPLOYEE JUSTICE LEGAL GROUP**

By: 

Jacob Karczewski  
Attorneys for Plaintiff  
Richard Conn