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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KATHERINE BURNETT, CHRIS
GOLDEN, TJ HARDIN, FIZA JAVID,
JOJO JENKINS, KRYSTYNA
MACHUTA, SAIRA MUELLER, and
SHARVIA SULTANA, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

FITNESS INTERNATIONAL, LLC,
d/b/a LA FITNESS, ESPORTA
FITNESS, and CITY SPORTS CLUB,

Defendant.

Case No.: 8.23-cv-02109-FWS-KES

**AMENDED CLASS ACTION
COMPLAINT:**

1. Violations Of California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*
2. Violations Of California False Advertising Law, Cal. Bus. & Prof. Code § 17500 ("FAL")
3. Breach of Contract
4. Unjust Enrichment

JURY TRIAL DEMANDED

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1 **CLASS ACTION COMPLAINT**

2 1. Plaintiffs Katherine Burnett, Chris Golden, TJ Hardin, Fiza Javid, JoJo
3 Jenkins, Krystyna Machuta, Saira Mueller, and Sharvia Sultana (“Plaintiffs”),
4 individually and on behalf of all others similarly situated, bring this action against
5 Defendant Fitness International, LLC, d/b/a LA Fitness, Esporta Fitness, and City
6 Sports Club (collectively, “LA Fitness” or “Defendant”) to obtain damages,
7 restitution, and injunctive relief from Defendant. Plaintiffs make the following
8 allegations upon information and belief, except as to their own actions, the
9 investigation of their counsel, and facts that are a matter of public record.

10 **NATURE OF THE ACTION**

11 2. This is a class action on behalf of individuals who have acquired
12 membership in a gym operated under the names of “LA FITNESS,” “Esporta
13 Fitness,” or “City Sports Club,” all owned, managed and controlled by LA Fitness,
14 to recover damages and other relief arising from Defendant’s violations of California
15 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (“UCL”);
16 California False Advertising Law, Cal. Bus. & Prof. Code § 17500 (“FAL”), breach
17 of contract, and unjust enrichment.

18 3. Defendant has violated California state laws and breached the terms of
19 its contract and common law by engaging in deceptive and predatory cancellation
20 policies to continuously gain a profit from consumers who no longer wish to utilize
21 gym membership services. Defendant violated membership agreements by failing to
22 abide by cancellation policies in their contracts. Defendant deceived new members
23 by promoting “no hassle” cancellations in order to get them to sign up for gym
24 memberships but failed to disclose the true nature of its cancellation policies. As a
25 result, consumers were continuously charged membership fees after making good
26 faith efforts to cancel their policies.

27 **PARTIES**

1 4. Plaintiff **Katherine Burnett** (“Plaintiff Burnett”) is and at all times
2 mentioned herein was an individual citizen of the State of Arkansas. Plaintiff Burnett
3 was a member with LA Fitness from 2018 until she attempted to cancel her
4 membership on April 19, 2019. Plaintiff Burnett incurred deductions from her bank
5 account for membership fees every month until January of 2021.

6 5. Plaintiff **Chris Golden** (“Plaintiff Golden”) is and at all times
7 mentioned herein was an individual citizen of the State of California. Plaintiff
8 Golden was a member of LA Fitness from early 2023 until late 2023 when Plaintiff
9 Golden attempted to cancel his membership and was told it was canceled.
10 Nevertheless, LA Fitness continued to withdraw membership fees from his bank.

11 6. Plaintiff **TJ Hardin** (“Plaintiff Hardin”) is and at all times mentioned
12 herein was an individual citizen of the State of Georgia. Plaintiff Hardin was a
13 member of LA Fitness from 2013 and attempted to cancel his LA Fitness
14 membership but continued being charged. Plaintiff Hardin’s mother had to close her
15 bank account (the account from which Plaintiff Hardin’s membership fees were
16 charged) to stop LA Fitness from continuing to deduct fees.

17 7. Plaintiff **Fiza Javid** (“Plaintiff Javid”) is and at all times mentioned
18 herein was an individual citizen of the State of Illinois. Plaintiff Javid was a member
19 of LA Fitness from early 2022 until November 9, 2022. However, Ms. Javid was
20 still being charged after attempting to cancel her membership. Finally, on January 4,
21 2023, Plaintiff Javid changed her credit card number to stop the deductions by LA
22 Fitness.

23 8. Plaintiff **Jojo Jenkins** (“Plaintiff Jenkins”) is and at all times
24 mentioned herein was an individual citizen of the State of Florida. Plaintiff Jenkins
25 was a member of LA Fitness from April of 2022 until July 13, 2022, but continued
26 to be charged membership fees. Finally, Plaintiff Jenkins called her bank and
27 stopped all payments to LA Fitness.

1 9. Plaintiff **Krystyna Machuta** (“Plaintiff Machuta”) is and at all times
2 mentioned herein was an individual citizen of the State of Michigan. Plaintiff
3 Machuta joined LA Fitness at the beginning of January 2023, but she decided and
4 attempted to cancel her membership later that month. However, from January of
5 2023 until March 8, 2023, LA Fitness continued to charge Plaintiff Machuta despite
6 her efforts to cancel the membership in January 2023.

7 10. Plaintiff **Saira Mueller** (“Plaintiff Mueller”) is and at all times
8 mentioned herein was an individual citizen of the State of New York. Plaintiff
9 Mueller was a member of LA Fitness from 2019 until she tried to cancel in 2020 but
10 LA Fitness continued to bill her. Ultimately, Plaintiff Mueller contacted her bank to
11 stop all payments from her account to LA Fitness.

12 11. Plaintiff **Sharvia Sultana** (“Plaintiff Sultana”) is and at all times
13 mentioned herein was an individual citizen of the State of New York. Plaintiff
14 Sultana was a member of LA Fitness beginning in 2021. In April 2022, Plaintiff
15 Sultana attempted to cancel her membership but was billed each month until January
16 10, 2023, when she replaced her debit/credit card to stop LA Fitness deductions.

17 12. Plaintiff **Nicholas Mahon** (“Plaintiff Mahon”) is and at all times
18 mentioned herein was an individual citizen of the State of Texas. Plaintiff Mahon
19 was a member of LA Fitness from June 6, 2018, until he began trying to cancel his
20 membership in early July 2019. His cancellation was finally processed by LA Fitness
21 in August of 2019.

22 13. Defendant **Fitness International, LLC** has its principal place of
23 business located at 3161 Michelson Dr., Ste 600, Irvine, California 92612. It can be
24 served through its registered agent C T Corporation System at 28 Liberty Street New
25 York, New York 10005. Defendant Fitness International, LLC does business as LA
26 Fitness, Esporta Fitness, and City Sports Club (hereinafter “LA Fitness” or
27 “Defendant”).
28

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332(d) because this is a class action wherein the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, there are more than 100 members in the proposed class, and at least one member of the class is a citizen of a state different from Defendant, including all plaintiffs other than Plaintiff Golden.

15. The Court has general personal jurisdiction over Defendant because, personally or through its agents, Defendant operates, conducts, engages in, or carries on a business or business venture in Irvine, California; it is registered with the Secretary of State in California as a limited liability corporation; it maintains its headquarters in California; and committed tortious acts in California.

16. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because it is the district within which LA Fitness has the most significant contacts and LA Fitness's principal place of business is located in this District.

APPLICABLE LAW

17. Defendant is a citizen of California. Defendant Fitness International, LLC does business as LA Fitness, Esporta Fitness, and City Sports Club.

18. Upon information and belief, the contracts at issue in this matter were drafted, developed, and finalized in California.

19. Upon information and belief, some (if not all) of the contracts at issue in this matter include a "governing law" provision which indicates that the contracts "shall be governed and enforced in accordance with California law."

20. Upon information and belief, the contracts at issue in this matter must be cancelled in California when a Plaintiff and/or Class member mails in a cancellation form, which are sent to an address in Irvine, California.

1 21. As for the non-contract claims, Plaintiffs maintain that LA Fitness is a
2 California corporation, established in California, and from California, it enforces a
3 company-wide policy and/or procedure to prevent Plaintiffs and Class members
4 from cancelling their memberships.

5 22. Upon information and belief, all contracts, online forms, and
6 nationwide advertising decisions, and all company-wide employee and management
7 training and policy decisions emanate from LA Fitness's headquarters located in the
8 State of California.

9 23. Accordingly, Plaintiffs and Class members maintain that California law
10 is the governing law for all causes of action.

11 **COMMON FACTUAL ALLEGATIONS**

12 ***Defendant's Business***

13 24. Defendant LA Fitness International, LLC, commonly known by the
14 name "LA Fitness," is a North American gym chain. LA Fitness International, LLC
15 also owns and operates Esporta Fitness and City Sports Clubs.

16 25. LA Fitness was founded in Southern California in 1984 and has
17 expanded its locations across North America.¹ These locations include: Canada,
18 Oregon, California, Arizona, Texas, Minnesota, Arkansas, Louisiana, Illinois,
19 Indiana, Tennessee, Ohio, New York, Kentucky, Maryland, Pennsylvania, New
20 Jersey, Massachusetts, Connecticut, Rhode Island, District of Columbia, Michigan,
21 North Carolina, Georgia, and Florida.²

22 26. LA Fitness, Esporta Fitness, and City Sports Club offer a variety of
23 memberships based on how much a gym member is willing to pay.

24 27. Individuals are able to join LA Fitness while at a gym through an in-
25 person enrollment process or are able to join online after selecting a membership

26 _____
27 ¹ <https://www.lafitness.com/Pages/about.aspx>

28 ² <https://www.lafitness.com/Pages/findClub.aspx>

1 plan. Members must rely upon information given to them in person by LA Fitness
2 personnel or, alternatively, must rely on information provided on the publicly
3 accessible pages of the website before signing up online.

4 28. As part of the in-person enrollment process, LA Fitness’s sales
5 representatives make verbal representations to prospective members about the terms
6 of membership, including the costs, and present prospective members with a hand-
7 held electronic device with a stylus for signing, which transposes the prospective
8 members’ signature and/or initials to an “agreement”. The electronic device that
9 prospective members are asked to sign has none of the supposed agreement’s text
10 on it.

11 29. During the in-person enrollment process, prospective members are
12 never presented with the “agreement” prior to signing, are not advised to go
13 elsewhere to review any of its terms and conditions, and are never given a printed,
14 physical copy of the “signed agreement” after enrollment.

15 30. Upon information and belief, it is LA Fitness’s policy to have its sales
16 representatives rush prospective members through the in-person enrollment process
17 without providing prospective members with the chance to review LA Fitness’s
18 membership agreements or any of its terms therein.

19 31. Upon information and belief, LA Fitness personnel fail to print and
20 provide a physical copy of the agreement for prospective members’ review before
21 or after members, including Plaintiffs and Class members, enroll in a membership.
22 Similarly, if members choose to enroll in membership online, they are unable to see
23 the full terms of the contract before signing. *See* online form below:
24
25
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1 Select a Club to Join
2 Select a Membership Plan
3 Provide Membership & Payment Information
4 Review & Confirm Membership

Member Information

*First Name:

*Last Name:

*Cell Phone Number:

*Email Address:

*Confirm Email Address:

*Address:

*City:

*State:

IN

*Zip Code:

Add Amenities

☐ Towels: \$5.00

☐ LES MILLS®. Each member is charged separately per amenity: \$5.00

Initial Payment Amount

A onetime fee will be charged to your account. This charge will include the initiation fee (if applicable), first and last dues (if applicable, which includes applicable amenities) and taxes (if any).

Recurring Dues	\$39.99
Annual Fee Per Person ³	\$49.00
Initiation Fee	\$99.00
Prepaid Dues - first Month (if Last) - if applicable	\$79.98
Tax for Initiation and Prepaid Dues (0.00%)	\$0.00
Total Amount Due Today:	\$178.98

Included Amenities:

Racquetball/Squash Courts: Included

1 guest per visit: Included

Group Fitness: Included

Cycle Class: Included

Pool/Whirlpool Spa: Included

Esporta Brand Access: Included

City Sports Brand Access: Included

LA Fitness Brand Access: Included

Select Additional Features

\$39.99

Monthly Rate

12 Month Term

Signature

\$49.99

Monthly Rate

12 Month Term

Signature

Number of Persons¹

1 for \$39.99/month

Initiation Fee:

\$99.00

Billing Frequency:

Monthly

Initial Term:

12

Prepayment:

N/A

Optional amenities can be selected in the next step.

Included Amenities

☒ Racquetball/Squash Courts: Included

☒ 1 guest per visit: Included

☒ Group Fitness: Included

☒ Cycle Class: Included

☒ Pool/Whirlpool Spa: Included

☒ Esporta Brand Access: Included

☒ City Sports Brand Access: Included

☒ LA Fitness Brand Access: Included

Your Dues²

First Month Dues³:

\$39.99

Last Month Dues³:

\$39.99

Your Home Club

BEAR

900 EDDEN CIRCLE,

BEAR, DE 19701

<https://www.lafitness.com/locations/1457>

Club Access:

Signature

Online - Easy Start - Term

Group Fitness Classes:

Group Fitness classes throughout the day, many at no additional charge.

1/ Other membership options may be available by visiting your local club.

2/ If you cancel during your initial term, a cancellation fee will apply. Your membership will be for an initial term of 12 months. Thereafter it will continue on a monthly basis until cancelled in accordance with the terms of your Membership Agreement.

3/ Total monthly dues = Monthly dues + Amenities.

4/ Total initial payment = Initiation fee + First/last dues + Applicable taxes (if any).

5/ The indicated Annual fee, per person, will be billed 14 days after enrollment, and every year thereafter. If your club is in pre-sale, the Annual fee will be billed 14 days after the club opens, and every year thereafter.

*There is an additional charge for certain amenities, such as Racquetball, Kids Klub & Personal Training.

*Amenities may not be available at all locations.

*Must pay first & last month's dues plus initiation fee (if applicable) plus applicable tax to join. Membership will automatically renew on a monthly basis after the initial term and may be canceled in accordance with the terms of the membership agreement; a termination fee may apply.

Offer based on the purchase of a new membership listed above per person.

Dues must be paid by electronic funds transfer (EFT) from a checking, savings, Visa, MasterCard,

32. The contract provides that membership may be cancelled by sending notification to LA Fitness's corporate office in Irvine, California.

33. Despite this provision, LA Fitness personnel routinely tell Plaintiffs and Class members that if they choose to cancel their membership, they are able to cancel at any time without any hassle. Specifically, prospective gym members who inquired about cancellation were informed by LA Fitness personnel that the only requirement

1 to cancel the membership was to verbally notify the gym, and they would be able to
2 get out of the LA Fitness membership contract at any time.

3 34. Nonetheless, the fine print of LA Fitness's membership contract
4 requires members to mail a notice letter to the corporate office in Irvine, California,
5 in order to cancel their memberships. None of the Plaintiffs were made aware of this
6 written notice requirement to end their membership from their discussions with and
7 representations from LA Fitness gym employees at the time of entering into the
8 membership agreement, or even after notifying LA Fitness gym employees when
9 they were actively trying to cancel memberships. *See* contract provision below:

10 day every Billing Period or as soon thereafter as practical, until canceled in the manner provided below.
11 **HOW TO CANCEL YOUR DUES MEMBERSHIP:** You may cancel your Membership and the continued billing of Dues via EFT or CC by mailing written notice
12 of your cancellation request to: LA Fitness, P.O. Box 54170, Irvine, CA 92619-4170. A cancellation notice postmarked at least 5 business days before your next
13 billing date should result in no further Dues billing. A cancellation notice postmarked less than 5 business days before your next billing date may result in one more
14 Dues billing. In either case, if such an additional billing occurs, LA Fitness will refund that billing. Your prepaid last Billing Period Dues will be applied to the Billing
15 Period following the final Billing Period paid for by your recurring EFT or CC Dues billings, and your Membership will expire at the end of that prepaid last Billing
16 Period. **Until your Membership expires, you will have continued club access: PIF Memberships may not be cancelled in this manner.**

17 35. Specifically, after Plaintiffs and Class members notified LA Fitness
18 personnel that they intended to cancel their memberships, LA Fitness repeatedly
19 instructed Plaintiffs and Class members to come into the gym during certain business
20 hours while a manager was present to cancel their membership. Yet following these
21 instructions from LA Fitness personnel, Plaintiffs and Class members were still
22 unable to cancel their memberships.

23 36. Upon information and belief, it is LA Fitness's policy to instruct
24 members who wish to cancel their membership to come into the gym during certain
25 business hours while a manager is present in order to cancel their membership.

26 37. Upon information and belief, it is LA Fitness's policy to make it
27 difficult for members to cancel their membership so that LA Fitness may continue
28 to extract monies from such individuals and increase its profits.

1 38. Additionally, some members like Plaintiff Sultana were informed they
2 could cancel their membership through the online platform, which turned out to be
3 false.

4 39. Plaintiffs and Class Members, like Plaintiff Javid, who tried to cancel
5 by mailing a notice letter to the company fared no better than Plaintiff Sultana. LA
6 Fitness routinely delayed cancellation of memberships even when notified by mail.

7 40. Upon information and belief, LA Fitness has a policy and practice of
8 continuing to charge membership fees to individuals even after they cancel their
9 membership as provided by LA Fitness's membership agreement.

10 41. Upon information and belief, LA Fitness has a policy and practice of
11 continuing to charge membership fees to individuals even after they cancel their
12 membership in the manner advised by LA Fitness and its representatives.

13 42. Upon information and belief, LA Fitness has a policy and practice of
14 unlawfully and unfairly rejecting or ignoring mailed membership cancellation
15 requests as provided by LA Fitness's membership agreement.

16 43. Upon information and belief, LA Fitness has a policy and practice of
17 failing to honor the representations it makes orally and in its written membership
18 agreements.

19 44. Defendant made material omissions in failing to advise prospective
20 members on its website, written membership agreements, and during the enrollment
21 process, in general, that Defendant would not honor the representations it makes
22 orally and in its written membership agreements.

23 45. In the alternative, and upon information and belief, LA Fitness has a
24 policy and practice of advising consumers who wish to cancel their membership of
25 insufficient and ineffective ways to cancel their memberships.

1 46. Ultimately, many Plaintiffs and Class members had no other option but
2 to cancel their debit and credit cards or bank accounts linked to the LA Fitness
3 accounts in order stop incurring membership fee charges from LA Fitness.

4 47. LA Fitness's difficult and inconsistent requirements to cancel a
5 membership agreement that are contrary to the terms of the membership agreement,
6 include, but not limited to: requiring cancellation in-person, requiring cancellation
7 at certain times of the day, and requiring cancellation in the presence of a manager.

8 48. Members, including certain Plaintiffs, have reported that, even after
9 successfully going through the cancellation obstacles and being told their
10 membership is cancelled, they were still billed for months.

11 49. When LA Fitness employees enroll members in-person for gym
12 services, those employees fail to provide a physical copy of a membership agreement
13 for members to review prior to enrollment. In addition, LA Fitness employees
14 regularly inform members to disregard policies stated on the membership agreement.
15 LA Fitness employees quickly get e-signatures providing little to no time for the
16 enrolling member to review the electronic version of the agreement. In fact, LA
17 Fitness personnel tell new members that "they can cancel at any time with no other
18 obligations," in effect, coercing members into being locked into an agreement that
19 they are unable to cancel without a fight.³

20 50. Upon information and belief, it is LA Fitness's and its sister entities'
21 policy to have its sales representatives provide willfully false or misleading
22 information to consumers to get people to sign up for memberships and to falsely
23 assuage all concerns about cancellation issues. When consumers decide to cancel a
24 membership, regardless of the reason, they are blindsided by the predatory nature of
25 cancellation tasks. LA Fitness has concocted a wide range of difficult hurdles for

26
27 ³ See [https://www.bbb.org/us/ca/irvine/profile/health-club/la-fitness-1126-](https://www.bbb.org/us/ca/irvine/profile/health-club/la-fitness-1126-41156/complaints)
28 [41156/complaints](https://www.bbb.org/us/ca/irvine/profile/health-club/la-fitness-1126-41156/complaints)

1 members to complete for cancellation, effectively trapping members in costly and
2 unwanted memberships.

3 51. Had Plaintiffs and Class Members known that Defendant would not
4 honor the representations it made orally and in its written membership agreements,
5 Plaintiffs and Class Members would not have enrolled in a membership with
6 Defendant.

7 52. Defendant and its sales representatives knew or reasonably should have
8 known that its representations regarding the ease of cancelling its memberships were
9 false.

10 53. Therefore, Plaintiffs and other members who have tried to cancel an LA
11 Fitness membership have suffered monetary losses, stress and anxiety, and valuable
12 time spent trying to resolve the matter (time that Plaintiffs and Class Members could
13 have dedicated to employment or recreation).

14 **PLAINTIFFS' EXPERIENCES**

15 **Plaintiff Katherine Burnett**

16 54. Arkansas Plaintiff Katherine Burnett became an LA Fitness member in
17 or around the year 2018 at the Little Rock, Arkansas location.

18 55. On or about the year 2018, Plaintiff Burnett entered into a LA Fitness
19 facility and informed a manager/trainer/sales representative of Defendant that she
20 wished to join LA Fitness.

21 56. During the in-person enrollment process, LA Fitness's sales
22 representatives made verbal assurances and representations to Plaintiff Burnett about
23 the terms of membership, including the costs, and presented her with a hand-held
24 electronic device with a stylus for signing, which transposed her signature and/or
25 initials to an "agreement". The electronic device that Plaintiff Burnett was asked to
26 sign had none of the supposed agreement's text on it.

1 57. During the in-person enrollment process, Plaintiff Burnett was never
2 presented with the “agreement” prior to signing, was not advised to go elsewhere to
3 review any of its terms and conditions, and was never given a printed, physical copy
4 of the “signed agreement” after enrollment.

5 58. Since the inception of her membership, Plaintiff Burnett paid around
6 \$50.00 per month for her monthly membership fees. The monthly price she paid
7 increased by approximately \$10.00-15.00 during her time as a member.

8 59. In addition to her monthly membership fees, Plaintiff Burnett was
9 charged a yearly fee that was over \$100.00 per year. LA Fitness failed to inform
10 Plaintiff Burnett about a recurring annual membership fee. The hidden yearly fees
11 came as a shock to Plaintiff Burnett because LA Fitness employees represented that
12 there were no additional fees to what was described to her as a “no-contract” monthly
13 membership.

14 60. Upon entering her membership agreement, Ms. Burnett was told by LA
15 Fitness personnel that she would be able to cancel her membership at any time
16 without any limitations and that it would be a simple process.

17 61. Based upon the representations of Defendant’s personnel, Plaintiff
18 Burnett believed that she would be able to cancel her membership at any time
19 without any limitations and that it would be a simple process.

20 62. LA Fitness personnel explained that her “no-contract” membership
21 meant that she could start a membership and end it with ease at any time without any
22 additional requirements for cancelation.

23 63. On or about April 19, 2019, Ms. Burnett attempted to cancel her LA
24 Fitness membership over the phone and was told by LA Fitness personnel that she
25 was required to come into the gym during certain business hours with a manager
26 present to cancel her membership.

1 64. After going to the gym during certain business hours when a manager
2 present, Ms. Burnett was instructed that her membership was cancelled. However,
3 Ms. Burnett continued to be charged for her gym membership.

4 65. Plaintiff Burnett was charged a large yearly membership fee after
5 canceling. In response, Ms. Burnett called her bank, made a complaint with the
6 Better Business Bureau, attempted to contact LA Fitness about the reoccurring
7 charges, and eventually had to get a new bank card so LA Fitness could not access
8 her financial accounts.

9 66. On or around January 13, 2021, Plaintiff Burnett stopped incurring
10 charges for the LA Fitness membership that she attempted to cancel over a year and
11 a half before.

12 **Plaintiff Chris Golden**

13 67. California Plaintiff Chris Golden obtained an LA Fitness on two
14 separate occasions, once in 2014 and again in 2023 at the Irvine, California location.

15 68. During the in-person enrollment process in 2023, LA Fitness's sales
16 representatives made verbal assurances and representations to Plaintiff Golden about
17 the terms of membership, including the costs, and presented him with a hand-held
18 electronic device with a stylus for signing, which transposed his signature and/or
19 initials to an "agreement". The electronic device that Plaintiff Golden was asked to
20 sign had none of the supposed agreement's text on it.

21 69. During the in-person enrollment process, Plaintiff Golden was never
22 presented with the "agreement" prior to signing, was not advised to go elsewhere to
23 review any of its terms and conditions, and was never given a printed, physical copy
24 of the "signed agreement" after enrollment.

25 70. Since the inception of both of his memberships, Mr. Golden paid
26 around \$50.00 per month for his membership.

1 71. Upon entering his membership agreement both times, Mr. Golden was
2 under the impression based upon information explained to him by LA Fitness
3 personnel, that he would be able to cancel his membership with ease at any time
4 without any limitations and that he would just need to notify the gym.

5 72. On or around April 5, 2017, Mr. Golden attempted to cancel his first
6 LA Fitness membership over the phone and was told by LA Fitness personnel
7 initially that it was canceled. Despite this, LA Fitness continued to withdraw
8 membership fees, and Mr. Golden subsequently followed up with a call. LA Fitness
9 personnel then said he was required to come into the gym in order to cancel his
10 membership during certain business hours with a manager present. Mr. Golden tried
11 to come into the gym on several occasions, but a manager was not available during
12 his repeated attempts at in-person cancellation.

13 73. In addition to making several trips to the gym to attempt to cancel his
14 membership, Mr. Golden also made many calls and sent emails to get assistance with
15 canceling his membership. He never received any feedback or response.

16 74. Around September 13, 2017, Mr. Golden believes the deductions
17 finally stopped.

18 75. Again in 2023, after Mr. Golden joined LA Fitness a second time, Mr.
19 Golden experienced a nearly identical situation when attempting to cancel despite
20 being promised by LA Fitness personnel that it would be easy to cancel the
21 membership with no penalties and that it would be a quick cancellation process.

22 76. After attempting to cancel his 2023 membership, Mr. Golden was
23 required to follow the same rules as before in 2017 and get a manager's permission
24 to cancel.

25 77. Plaintiff Golden has reported these actions by LA Fitness to agencies
26 like the BBB as an attempt to prevent this behavior from continuing.
27
28

1 78. Upon information and belief, Plaintiff Golden was not provided a copy
2 of his membership contract and the other cancelation policies forced upon him were
3 not provided in the small print within the contract.

4 **Plaintiff TJ Hardin**

5 79. Georgia Plaintiff TJ Hardin became an LA Fitness member in or around
6 the year 2013 at the Sandy Springs, Georgia location.

7 80. When Plaintiff Hardin enrolled in a LA Fitness membership in 2013,
8 he was a minor, thus his mother (“Ms. Hardin”, collectively, the “Hardins”)
9 accompanied him during the enrollment process.

10 81. During the in-person enrollment process, LA Fitness’s sales
11 representatives made verbal assurances and representations to the Hardins about the
12 terms of membership.

13 82. During the in-person enrollment process, the Hardins were never
14 presented with an “agreement”, were not advised to go elsewhere to review any of
15 its terms and conditions, and were never given a printed, physical copy of the
16 “agreement” after enrollment.

17 83. Since the inception of his membership, the Hardins have been charged
18 approximately \$35.00 to \$40.00 per month for his membership.

19 84. Upon enrolling in the membership, and based upon information
20 explained by LA Fitness personnel, the Hardins were under the impression that they
21 would be able to cancel the membership at any time without any limitations and that
22 it would be a simple process. The Hardins were informed that they should not have
23 any worries about cancelation.

24 85. Sometime after opening the membership, Ms. Hardin attempted to
25 cancel the LA Fitness membership over the phone and was told by LA Fitness
26 personnel that she was required to come into the gym during certain business hours
27 with a manager present in order to cancel the membership.

1 86. Ms. Hardin has power of attorney over Plaintiff Hardin.

2 87. Ms. Hardin attempted to follow these newly explained requirements for
3 cancellation but was still unsuccessful in canceling the membership. More
4 specifically, every time Ms. Hardin showed up in-person to cancel the membership,
5 there was never a manager present.

6 88. Additionally, LA Fitness did not return any of Ms. Hardin's phone calls
7 that she made to resolve the matter, and continued to charge for the membership for
8 four to five months after she made it clear to LA Fitness that she wanted to cancel
9 it.

10 89. Ms. Hardin was forced to close her bank account (the account to which
11 the membership was charged) and open up a new one to stop the deductions that LA
12 Fitness was charging.

13 **Plaintiff Fiza Javid**

14 90. Illinois Plaintiff Fiza Javid became an LA Fitness member in or around
15 the year 2022 at the Lawrence, Illinois location.

16 91. Since the inception of her membership, Ms. Javid has been paying
17 around \$40.00 per month for her membership.

18 92. Upon entering her membership agreement, and based upon information
19 explained to her by LA Fitness personnel, Ms. Javid was under the impression that
20 she would be able to cancel her membership at any time without any limitations and
21 that it would be a simple process.

22 93. On or around November 9, 2022, Ms. Javid attempted to cancel her LA
23 Fitness membership online; however, she was unable to do so. Accordingly, Ms.
24 Javid printed out a "closing form" as indicated by LA Fitness personnel and mailed
25 it to the company.

26 94. After canceling her gym membership pursuant to the direction of LA
27 Fitness personnel, Ms. Javid was still charged for her membership that she believed
28

1 was canceled. LA fitness continued to bill her even after confirming with her that
2 her membership was canceled.

3 95. Because Plaintiff Javid was still receiving bank deductions from LA
4 Fitness after canceling, she called and inquired with LA Fitness, whose personnel
5 then assured her that it would cancel her membership and stop the deductions.

6 96. Despite this, the deductions continued, so Plaintiff Javid reprinted the
7 “closing form” and mailed a second closing form as provided by Defendant’s
8 membership agreement to cancel her membership.

9 97. On January 4, 2023, Ms. Javid had to change credit cards in order to
10 stop the deductions from LA Fitness.

11 98. Upon information and belief, Plaintiff Javid was not provided a copy of
12 her membership contract and the other cancelation policies forced upon her were not
13 provided in the small print within the contract.

14 **Plaintiff JoJo Jenkins**

15 99. Texas Plaintiff JoJo Jenkins became an LA Fitness member on or
16 around April of 2022 at the Plantation, Florida location.

17 100. Since the inception of her membership, Plaintiff Jenkins has paid
18 approximately \$48.14 per month for her membership.

19 101. Upon entering her membership agreement, and based upon information
20 explained to her by LA Fitness personnel, Plaintiff Jenkins was told that she would
21 be able to cancel her membership at any time without any limitations and that it
22 would be a simple process.

23 102. On or around July 13, 2022, Plaintiff Jenkins attempted to cancel her
24 LA Fitness membership over the phone and was told by LA Fitness personnel that
25 she was required to come into the gym in order to cancel her membership during
26 certain business hours with a manager present.

1 103. Shortly after July 13, 2022, Plaintiff Jenkins went to the LA Fitness
2 gym to attempt to cancel her membership in person, during the requisite business
3 hours, yet still, she was unable to cancel her membership. Instead, the LA Fitness
4 personnel told Plaintiff Jenkins she was required to mail in a form to cancel her
5 membership.

6 104. For several months after Plaintiff Jenkin's visit to LA Fitness, Plaintiff
7 Jenkins continued to be charged a membership fee for a gym membership she no
8 longer wanted. Accordingly, Plaintiff Jenkins called her bank to stop the charges
9 with LA Fitness.

10 **Plaintiff Krystyna Machuta**

11 105. Michigan Plaintiff Krystyna Machuta became an LA Fitness member
12 in or around January 2023 at the Shelby Township, Michigan location.

13 106. Since the inception of her membership, Plaintiff Machuta has paid
14 around \$30.00 per month for her membership.

15 107. Upon entering her membership agreement, and based upon information
16 explained to her by LA Fitness personnel, Plaintiff Machuta was under the
17 impression that she would be able to cancel her membership with ease at any time
18 without any limitations and that she would just need to notify the gym.

19 108. Plaintiff Machuta recalls LA Fitness advertising "it's easy to join and
20 easy to cancel."

21 109. On or around January 3, 2023, Plaintiff Machuta attempted to cancel
22 her LA Fitness membership, as provided by Defendant's membership agreement, by
23 sending a letter to Defendant.

24 110. After Plaintiff Machuta's attempt to cancel her membership, LA Fitness
25 attempted to charge her an annual enrollment fee of \$49.00. LA Fitness called her
26 multiple times proceeding this letter to pay the annual enrollment fee.

1 111. After attempting to cancel, Plaintiff Machuta felt harassed by LA
2 Fitness by the multiple phone calls made by their personnel. She contacted the LA
3 Fitness headquarters to get her membership canceled, since her initial attempt was
4 not successful.

5 112. On or about March 8, 2023, Plaintiff Machuta believes the membership
6 deductions finally stopped.

7 113. Upon information and belief, Plaintiff Machuta was not provided a
8 copy of her membership contract and the other cancelation policies forced upon her
9 were not provided in the small print within the contract.

10 **Plaintiff Saira Mueller**

11 114. New York Plaintiff Saira Mueller became an LA Fitness member in or
12 around the year 2019 at LA Fitness's Culver City, California location.

13 115. Since the inception of her membership, Plaintiff Mueller has paid
14 around \$280.00 periodically for personal training sessions, as a part of her
15 membership.

16 116. Upon entering her membership agreement, and based upon information
17 explained to her by LA Fitness personnel, Plaintiff Mueller understood that she
18 would be able to cancel her membership at any time without any limitations and that
19 she would just need to notify the gym.

20 117. On or around the beginning of 2020, Plaintiff Mueller attempted to
21 cancel her LA Fitness membership over the phone and was told by LA Fitness
22 personnel that her account was canceled. However, LA Fitness continued to bill her
23 and would not return her phone calls. She attempted to email the company, but her
24 emails bounced back. Ultimately, Plaintiff Mueller contacted her bank to bar the
25 charges from LA Fitness.

26 118. After canceling her gym membership as required by LA Fitness,
27 Plaintiff Mueller still incurred charges for a membership that she believed was
28

1 canceled. LA fitness continued to bill her even after it confirmed with her that her
2 membership was canceled.

3 119. Upon information and belief, the other cancelation policies forced upon
4 her were not provided in the small print within the contract.

5 **Plaintiff Sharvia Sultana**

6 120. New York Plaintiff Sharvia Sultana became an LA Fitness member in
7 or around the year 2021 at LA Fitness's Queens, New York location.

8 121. During the in-person enrollment process, LA Fitness's sales
9 representatives made verbal assurances and representations to Plaintiff Sultana about
10 the terms of membership, including the costs, and presented her with a hand-held
11 electronic device with a stylus for signing, which transposed her signature and/or
12 initials to an "agreement". The electronic device that Plaintiff Sultana was asked to
13 sign had none of the supposed agreement's text on it.

14 122. During the in-person enrollment process, Plaintiff Sultana was never
15 presented with the "agreement" prior to signing, was not advised to go elsewhere to
16 review any of its terms and conditions, and was never given a printed, physical copy
17 of the "signed agreement" after enrollment.

18 123. Since the inception of her membership, Plaintiff Sultana has paid
19 around \$50.00 per month as part of her membership agreement.

20 124. Upon entering her membership agreement, and based upon information
21 explained to her by LA Fitness personnel, Plaintiff Sultana understood that she
22 would be able to cancel her membership at any time without any limitations and that
23 she would just need to notify the gym through the website, email, or over the phone.

24 125. On or around the beginning of April of 2022, Plaintiff Sultana
25 attempted to cancel her LA Fitness membership through the LA Fitness website and
26 emailed the company over 10 times about cancelation. However, LA Fitness
27 continued to bill her and would not respond to her contact attempts via email.

1 126. Plaintiff Sultana called the company, and LA Fitness personnel
2 informed her that she would need to come in person during certain hours while a
3 manager was present or mail in a form which she did not have the ability to do at the
4 time.

5 127. Plaintiff Sultana was unable to come in person during the required
6 hours while a manager was present and attempted cancellation through other
7 avenues, as she was made to believe was possible at the time she signed up for a
8 membership. All cancellations attempts were unsuccessful, and Plaintiff Sultana was
9 continuously billed for her membership until January 10, 2023 when she was forced
10 to cancel and replace her debit/credit card to stop the deductions.

11 **COMMON CLASS MEMBER INJURIES AND DAMAGES**

12 128. To date, Defendant has failed to reimburse Plaintiffs and Class
13 Members for overcharges on their memberships, and to compensate them for their
14 injuries sustained by its unfair cancellation practices. Defendant completely
15 downplays and disavows its retention of Plaintiffs' and Class Members' membership
16 fees, when the facts demonstrate that its practices are common, intentional,
17 uniformly applied, and unlawful.

18 129. Plaintiffs and Class Members have been injured and damaged by
19 Defendant's failure to honor the terms of its contract, its failure to cancel
20 memberships when requested, and its retention of unearned membership fees after a
21 Plaintiff or Class member has no longer authorized automatic deductions from bank
22 accounts and credit/debit cards.

23 130. Plaintiffs and Class Members have suffered out-of-pocket losses of
24 money and lost time (time which could have been dedicated to employment and
25 recreations) due to Defendant's unlawful practices.

26 131. Plaintiffs and Class Members spent and will continue to spend
27 significant amounts of time cancelling their memberships, attempting to meet
28

1 unreasonable requirements that are not in the parties' agreements nor required by
2 law.

3 132. Plaintiffs and Class Members have spent many hours attempting to end
4 their memberships and when unsuccessful, stopping payments to Defendant through
5 their financial and banking associates, as well as informing the Better Business
6 Bureau of Defendant's unlawful practices.

7 133. Plaintiffs and Class Members suffered actual injury as a direct result of
8 the Defendant's practices. Many victims suffered ascertainable losses in the form of
9 out-of-pocket expenses and the lost value of their time reasonably incurred to
10 remedy or mitigate the effects of Defendant's misrepresentations and fraudulent
11 practices.

12 134. Further, as a result of Defendant's conduct, Plaintiffs and Class
13 Members have suffered stress and anxiety stemming from Defendant's charging of
14 membership fees after Plaintiffs and Class Members have attempted to (or actually)
15 cancelled their memberships.

16 135. Defendant was unjustly enriched by its unlawful and fraudulent
17 cancellation policies.

18 136. As a direct and proximate result of Defendant's actions and inactions,
19 Plaintiffs and Class Members have suffered common injuries and damages.

20 **CLASS ACTION ALLEGATIONS**

21 137. Plaintiffs bring this action on behalf of themselves and on behalf of all
22 other persons similarly situated ("the Class") under Federal Rules of Civil Procedure
23 23(b)(2), 23(b)(3), and 23(c)(4).

24 138. Plaintiffs seek certification of Nationwide Class for the fullest period
25 allowed by law (the "Relevant Time Period").

26 139. Plaintiffs seek certification of the **Nationwide Class** defined as
27 follows:
28

1 All persons in the United States who purchased an LA Fitness
2 gym membership, then cancelled their membership and incurred
3 post-cancellation membership fees within the Relevant Time
4 Period.

5 140. Plaintiffs reserve the right to modify or refine the definition of the Class
6 based upon discovery of new information and in order to accommodate any of the
7 Court's manageability concerns.

8 141. Excluded from the Class are (a) Defendant, Defendant's board
9 members, executive-level officers, and attorneys, and immediately family members
10 of any of the foregoing persons; (b) governmental entities; (c) the Court, the Court's
11 immediate family, and the Court staff; and (d) any person that timely and properly
12 excludes themselves from the Class in accordance with Court-approved procedures.

13 142. **Numerosity (Rule 23(a)(1)).** The Class Members are so numerous that
14 joinder of individual members herein is impracticable. The exact number of
15 members of the Class, as herein identified and described, is not known, but upon
16 information and belief, there are thousands of individual Class members.

17 143. **Commonality (Rule 23 (a)(2) and 23(b)(3)).** Common questions of
18 fact and law exist for each cause of action and predominate over questions affecting
19 only individual Class members, including the following but are not limited to:

- 20 a. whether Defendant sold memberships that had deceptive and
21 predatory cancellation policies;
- 22 b. whether Defendant advertised, represented, or held itself out as
23 producing memberships that were hassle free and easy to cancel;
- 24 c. whether Defendant misrepresented its membership policies;
- 25 d. whether Defendant intended or foresaw that Plaintiffs, Class
26 members, and others would not be able to cancel their
27 membership without difficulties;
- 28

- e. whether Defendant has a policy or practice of deceiving Plaintiffs and the Class members that prevented them from effectively cancelling their memberships;
- f. whether Defendant's actions as described in this Complaint led to its unjust enrichment at the expense of Plaintiffs and Class members;
- g. whether Defendant's actions as described in this Complaint were unfair, deceptive, or fraudulent;
- h. whether Defendant breached its contracts with Plaintiffs and Class members;
- i. whether Plaintiffs and Class members suffered direct losses or damages;
- j. whether Plaintiffs and Class members suffered indirect losses or damages;
- k. whether Plaintiffs and Class members are entitled to actual or other forms of damages and other monetary relief; and
- l. whether Class members are entitled to equitable relief, including but not limited to injunctive relief and equitable restitution.

144. **Typicality (Rule 23(a)(3)).** Plaintiffs' claims are typical of the claims of the other members of the proposed Class. Plaintiffs and members of the Class (as applicable) suffered similar injuries as a result of Defendant's wrongful conduct that is uniform across the Class.

145. **Adequacy (Rule 23(a)(4)).** Plaintiffs' interests are aligned with the Class they seek to represent. Plaintiffs have and will continue to fairly and adequately represent and protect the interest of the Class. Plaintiffs have retained competent counsel highly experienced in complex litigation and class actions and the types of claims at issue in this litigation, with the necessary resources committed

1 to protecting the interest of the Class. Plaintiffs have no interest that is antagonistic
2 to those of the Class, and Defendant has no defenses unique to Plaintiffs. Plaintiffs
3 and their counsel are committed to vigorously prosecuting this action on behalf of
4 the members of the Class. Neither Plaintiffs nor Plaintiffs' counsel have any interest
5 adverse to those of the other members of the Class.

6 **146. Declaratory and Injunctive Relief (Rule 23(b)(2)).** Defendant has
7 acted or refused to act on grounds generally applicable to Plaintiffs and all Members
8 of the Class, thereby making appropriate final injunctive relief and declaratory relief,
9 as described below, with respect to the members of the Classes as a whole. If
10 declaratory and injunctive relief is not issued, Plaintiffs and Class members will
11 suffer irreparable harm (for which no remedy exists at law) in the form of stress,
12 anxiety, and lost time. Plaintiffs and Class Members will suffer future harm by
13 Defendant's deceptive trade practices because Defendant continues to disseminate
14 misleading information. Thus, injunctive relief enjoining Defendant's deceptive
15 practices is proper.

16 **147. Predominance (Rule 23(b)(3)).** Defendant engaged in a common
17 course of conduct in contravention of the laws Plaintiffs seek to enforce individually
18 and on behalf of Class members. Similar or identical violations of law, business
19 practices, and injuries are involved. Individual questions, if any, pale by comparison,
20 in both quality and quantity, to the numerous common questions that dominate this
21 action. Moreover, the common questions will yield common answers that will
22 substantially advance the resolution of the case.

23 **148. Superiority (Rule 23(b)(3)).** The class action mechanism is superior
24 to other available means for the fair and efficient adjudication of this controversy for
25 reasons including but not limited to the following: the damages individual Class
26 members suffered are small compared to the burden and expense of individual
27
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1 prosecution of the complex and extensive litigation needed to address Defendant's
2 conduct.

3 149. Likewise, particular issues under Fed. R. Civ. P. 23(c)(4) are
4 appropriate for certification because such claims present only particular, common
5 issues, the resolution of which would advance the disposition of this matter and the
6 parties' interests therein. Such particular issues include, but are not limited to:

- 7 a. whether Defendant sold memberships that had deceptive and
8 predatory cancellation policies;
- 9 b. whether Defendant advertised, represented, or held itself out as
10 producing memberships that were hassle free and easy to cancel;
- 11 c. whether Defendant misrepresented its membership policies;
- 12 d. whether Defendant's actions as described in this Complaint led
13 to its unjust enrichment at the expense of Plaintiffs and Class
14 members;
- 15 e. whether Defendant's actions as described in this Complaint were
16 unfair, deceptive, or fraudulent;
- 17 f. whether Defendant breached its contracts with Plaintiffs and
18 Class members; and
- 19 g. whether Plaintiffs and Class members suffered direct losses or
20 damages.

21 150. Further, it would be virtually impossible for Class members
22 individually to redress effectively the wrongs done to them. Even if Class members
23 themselves could afford such individual litigation, the court system could not.
24 Individualized litigation would unnecessarily increase the delay and expense to all
25 parties and to the court system and presents a potential for inconsistent or
26 contradictory rulings and judgments. By contrast, the class action device presents far
27 fewer management difficulties, allows the hearing of claims which might otherwise
28

1 go unaddressed because of the relative expense of bringing individual lawsuits, and
2 provides the benefits of single adjudication, economies of scale, and comprehensive
3 supervision by a single court.

4 151. The prosecution of separate actions by individual Class members would
5 create a risk of inconsistent or varying adjudications, which would establish
6 incompatible standards of conduct for Defendant.

7 152. The prosecution of separate actions by individual Class members would
8 create a risk of adjudications with respect to them that would, as a practical matter,
9 be dispositive of the interests of other Class members not parties to the adjudications
10 or that would substantively impair or impede their ability to protect their interests.

11 153. **Manageability.** This proposed class action presents fewer management
12 difficulties than individual litigation, and provides the benefits of single
13 adjudication, economies of scale, and comprehensive supervision by a single court.

14 154. Class certification, therefore, is appropriate under Fed. R. Civ. P.
15 23(b)(3) because the above common questions of law or fact predominate over any
16 questions affecting individual members of the Class, and a class action is superior to
17 other available methods for the fair and efficient adjudication of this controversy.

18 155. **Notice.** Plaintiffs and their counsel anticipate that notice to the
19 proposed Class will be effectuated through recognized, Court-approved notice
20 dissemination methods, which may include United States mail, electronic mail,
21 Internet postings, and/or published notice. Class members' identities and contact
22 information can be ascertained through Defendant's records.

23
24 **CAUSES OF ACTION**

25 **COUNT I**

26 **VIOLATIONS OF CALIFORNIA UNFAIR COMPETITION LAW**

27 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

(By All Plaintiffs on behalf of the Class)

156. Plaintiffs, individually and on behalf of the Class, bring this claim and adopt and incorporate by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

157. The UCL prohibits any “unlawful, unfair or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200.

158. The acts, omissions, misrepresentations, practices, and non-disclosures of Defendants as alleged herein constitute business acts and practices.

159. Unlawful: The acts alleged herein are “unlawful” under the UCL in that they violate at least the following laws:

- a. The False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*; and
- b. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*

160. Unfair: The following acts herein are “unfair” under the UCL:

- a. Defendant’s conduct with respect to the advertising and sale of its memberships and processing of cancellations was “unfair” because Defendant’s conduct was immoral, unethical, unscrupulous, or substantially injurious to consumers and the utility of Defendant’s conduct, if any, does not outweigh the gravity of the harm to its victims.
- b. Defendant’s conduct with respect to the advertising and sale of its memberships and processing of cancellations was and is also unfair because it violates public policy as declared by specific constitutional, statutory or regulatory provisions, including but

1 not limited to the applicable sections of the Consumers Legal
2 Remedies Act and the False Advertising Law.

- 3 c. Defendant's conduct with respect to the advertising and sale of
4 its memberships and processing of cancellations was and is
5 unfair because the consumer injury was substantial, not
6 outweighed by benefits to consumers or competition, and not one
7 consumer themselves could reasonably have avoided.

8 161. Fraudulent: A statement or practice is "fraudulent" under the UCL if it
9 is likely to mislead or deceive the public, applying an objective reasonable consumer
10 test.

11 162. As set forth herein, Defendant's claims that its memberships were
12 hassle-free and easy to cancel by simply informing an employee of the consumer's
13 intent to cancel was likely to mislead or deceive the public.

14 163. Defendant profited from the sale of its falsely, deceptively, and
15 unlawfully advertised memberships to unwary consumers.

16 164. Plaintiffs and Class Members are likely to continue to be damaged by
17 Defendant's deceptive trade practices, because Defendant continues to disseminate
18 misleading information. Thus, injunctive relief enjoining Defendant's deceptive
19 practices is proper.

20 165. Defendant's conduct caused and continues to cause substantial injury
21 to Plaintiffs and Class members. Plaintiffs and Class members have suffered injury
22 in fact as a result of Defendant's unlawful conduct.

23 166. In accordance with Bus. & Prof. Code § 17203, Plaintiffs seek an order
24 enjoining Defendant from continuing to conduct business through unlawful, unfair,
25 and/or fraudulent acts and practices, and to commence a corrective advertising
26 campaign.

167. Plaintiffs and Class members also seek an order for and restitution of all monies from the sale of Defendant's memberships, which were unjustly acquired through acts of unlawful competition.

COUNT II

VIOLATIONS OF CALIFORNIA FALSE ADVERTISING LAW

Cal. Bus. & Prof. Code § 17500 (“FAL”)

(By All Plaintiffs on behalf of the Class)

168. Plaintiffs, individually and on behalf of the Class, bring this claim and adopt and incorporate by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

169. The FAL provides that “[i]t is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services” to disseminate any statement “which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” Cal. Bus. & Prof. Code § 17500.

170. It is also unlawful under the FAL to disseminate statements concerning property or services that are “untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.” *Id.*

171. As alleged herein, the advertisements, policies, acts, and practices of Defendant relating to its gym memberships misled consumers acting reasonably as to Defendant's representations about the ease of cancellation to coax consumers into trying out a membership, as stated above.

172. Plaintiffs suffered injury in fact as a result of Defendant's actions as set forth herein because they purchased the memberships in reliance on Defendant's false and misleading labeling claims concerning the memberships, as stated above.

1 173. Defendant's business practices as alleged herein constitute deceptive,
2 untrue, and misleading advertising pursuant to the FAL because Defendant has
3 advertised gym memberships in a manner that is untrue and misleading, which
4 Defendant knew or reasonably should have known, and omitted material information
5 from their advertising.

6 174. Defendant profited from the sale of the falsely and deceptively
7 advertised Memberships to unwary consumers.

8 175. As a result, Plaintiffs, Class members, and the general public are
9 entitled to injunctive and equitable relief, restitution, and an order for the
10 disgorgement of the funds by which Defendants were unjustly enriched.

11 176. Pursuant to Cal. Bus. & Prof. Code § 17535, Plaintiffs, on behalf of
12 members of the Class, seek an order enjoining Defendant from continuing to engage
13 in deceptive business practices, false advertising, and any other act prohibited by
14 law, including those set forth in this Complaint

15 **COUNT III**

16 **BREACH OF CONTRACT**

17 (By All Plaintiffs on behalf of the Class)

18
19 177. Plaintiffs, individually and on behalf of the Class, bring this claim, in
20 the alternative, and adopt and incorporate by reference all allegations contained in
21 the preceding paragraphs as if fully set forth herein.

22 178. Defendant has engaged in a widespread policy, practice, and procedure
23 of breaching its contracts with Plaintiffs and Class members by not permitting them
24 to cancel their memberships pursuant to the membership contracts' terms.

25 179. Plaintiffs and the Class members entered into contracts with Defendant
26 which allowed Plaintiffs and the Class members to cancel their memberships at any
27
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1 time but were then prohibited from canceling their memberships as set forth in the
2 contracts.

3 180. Upon information and belief, hundreds, if not thousands, of other
4 membership holders across the country are being prohibited from canceling their
5 memberships as set forth in the contracts.

6 181. Defendant's prohibition of Plaintiffs and Class members from
7 canceling their memberships except with new conditions which were not
8 incorporated into the four-corners of the contract is in effect a modification of the
9 contract that is not agreed upon by the parties, and therefore is in violation of their
10 actual contracts.

11 182. When Defendant ignored requests for cancellation as provided in its
12 contracts, it continued to bill monies to Plaintiffs and Class members as if the
13 memberships were never cancelled.

14 183. Defendant required Plaintiffs and Class members to: 1) come to a gym
15 location in person, 2) during certain hours, and 3) while a manager was present in
16 order to attempt cancellation. These three requirements were not included in the
17 contracts signed by members.

18 184. These requirements were widespread and difficult for Plaintiffs and
19 Class members to complete as all three requirements had to be met. Thus,
20 purposefully making it difficult to terminate membership agreements due to the need
21 for manager approval, in person.

22 185. As a direct and proximate result of Defendant's breaches of the
23 contracts, Class members sustained damages as alleged herein.

24 186. Plaintiffs and Class Members are entitled to injunctive relief and
25 compensatory and consequential damages suffered as a result of Defendant's
26 breaches of the contracts.

1 187. Plaintiffs and Class Members are alternatively entitled to nominal
2 damages for Defendant's breaches of the contracts.

3 188. Plaintiffs have been damaged and are entitled to actual and nominal
4 damages.

5 **COUNT IV**

6 **UNJUST ENRICHMENT**

7 (By All Plaintiffs on behalf of the Class)
8

9 189. Plaintiffs, individually and on behalf of the Class, bring this claim, in
10 the alternative, and adopt and incorporate by reference all allegations contained in
11 the preceding paragraphs as if fully set forth herein.

12 190. Plaintiffs and Class Members conferred a monetary benefit on
13 Defendant in the form of membership fees paid.

14 191. Defendant appreciated that a monetary benefit (membership fees) was
15 being conferred upon it by Plaintiffs and Class Members and accepted that monetary
16 benefit.

17 192. The acceptance of the benefit (membership fees) under the facts and
18 circumstances outlined above make it inequitable for Defendant to retain that benefit
19 without payment of the value thereof.

20 193. Defendant is in possession of monies belonging to Plaintiffs and Class
21 Members, and it should be (1) compelled to disgorge the proceeds unjustly obtained
22 from Plaintiffs and Class Members after they attempted to cancel their memberships
23 and/or (2) refund the amounts Plaintiffs and Class Members overpaid to Defendant.

24 194. Under the principles of equity and good conscience, Defendant should
25 not be permitted to retain the monetary benefit belonging to Plaintiffs and Class
26 Members, because Defendant failed to act lawfully.
27
28

1 195. Plaintiffs and Class Members have no adequate remedy at law for
2 Defendant's conduct alleged herein.

3 196. As a direct and proximate result of Defendant's conduct, Plaintiffs and
4 Class Members have suffered or will suffer injury and harm as alleged herein.

5 197. Defendant should be compelled to disgorge into a common fund or
6 constructive trust, for the benefit of Plaintiffs and Class Members, proceeds that they
7 unjustly received from them.

8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs and those similarly situated request that this
11 Honorable Court:

- 12 A. Issue an Order certifying a Class as defined herein pursuant to
13 Rule 23;
14 B. Designate Plaintiffs as representatives on behalf of all similarly
15 situated persons (Class members);
16 C. Issue an Order appointing the undersigned counsel as class
17 counsel pursuant to Rule 23(g);
18 D. Award Plaintiffs and Class Members all membership fees that
19 were incorrectly withdrawn by LA Fitness after Plaintiffs
20 attempted to cancel by mailing in a cancellation form, as set forth
21 herein;
22 E. Award Plaintiffs and Class Members all membership fees that
23 were incorrectly withdrawn by LA Fitness after Plaintiffs
24 attempted to cancel pursuant to instructions provided by LA
25 Fitness personnel;
26 F. Provide lost time and other out-of-pocket expense compensation
27 for all Plaintiffs and Class Members who were required to
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perform tasks outside of their contracts in their effort to cancel a membership;

G. Award Plaintiffs and Class Members a refund of all annual or bi-annual fees that were incorrectly withdrawn by LA Fitness;

H. Award Plaintiffs and all those similarly situated, further legal, statutory, equitable, and injunctive relief as this Court deems appropriate;

I. Award Plaintiffs and all those similarly situated pre and post judgment interest at the statutory rate as provided under California law;

J. Award Plaintiffs and all those similarly situated, attorneys' fees, costs and disbursements pursuant to California law;

K. Award service payments to Plaintiffs;

L. Award pre and post judgment payment and interest; and

M. Other relief as justice so demands.

TRIAL BY JURY IS DEMANDED

DATED: April 25, 2024

Respectfully submitted,

By: /s/ Danielle L. Perry

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17 *Counsel for Plaintiffs and Proposed Class*

18 **pro hac vice*

CERTIFICATE OF SERVICE

I hereby certify that on April 25, 2024, a copy of the foregoing document was filed electronically with the Clerk of the Court using the Court's CM/ECF electronic filing system, which will send an electronic copy of this filing to all counsel of record.

/s/ Danielle L. Perry

Danielle L. Perry

MASON LLP