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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Mark Cohen, Mitchell McKinnon,  
Timothy Van Nortwick, Brent Brice,  
Zachery Rizzo, Joshua Reyes, Onika  
Jack, Herbert Hernandez, Nicholas  
James, and LaCretia Davis,  
individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

Peloton Interactive, Inc., a  
Delaware corporation; and Does 1  
through 50, inclusive,

Defendant.

Case No.: 2:22-cv-01425-MWF-E

**FINAL JUDGEMENT**

1 The Court has reviewed the Motion for Final Approval of Settlement filed by  
2 Plaintiffs Mark Cohen et al. (Docket No. 65) has reviewed the papers and documents  
3 presented, having heard the statements of counsel. In its Order filed herewith, the  
4 Court has granted the Motion for Final Approval of Settlement and approved all the  
5 requests made therein.

6 Now, therefore, pursuant to Rule 23(c)(3) and (e)(2) and Rules 54 and 58 of the  
7 Federal Rules of Civil Procedure, it is hereby **ORDERED, ADJUDGED, AND**  
8 **DECREED** as follows:

9 1. The Court has jurisdiction over the claims of the Participating Settlement  
10 Class Members asserted in this proceeding and over all parties to the action.

11 2. The Court finds that zero Class Members have objected to the Settlement  
12 and zero Class Members have requested exclusion from the Settlement.

13 3. The Court hereby grants final approval of the terms and conditions  
14 contained in the Settlement, as to the Participating Settlement Class Members. The  
15 Court finds the terms of the Settlement appear to be within the range of possible  
16 approval, pursuant to Federal Rule of Civil Procedure 23, the Fair Labor Standards  
17 Act, and applicable law.

18 4. The Court finds that: (1) the settlement amount is fair and reasonable as  
19 to the Participating Settlement Class Members when balanced against the probable  
20 outcome of further litigation relating to class certification, liability and damages  
21 issues; (2) significant discovery, investigation, research, and litigation have been  
22 conducted such that counsel for the parties at this time are able to reasonably evaluate  
23 their respective positions; (3) settlement at this time will avoid substantial costs, delay,  
24 and risks that would be presented by the further prosecution of the litigation; and (4)  
25 the proposed Settlement has been reached as the result of intensive, serious, and non-  
26 collusive negotiations between the parties. Accordingly, the Court finds the Settlement  
27 was entered into in good faith.

1           5.       The Court hereby makes final its preliminary certification of the Class, in  
2 accordance with the Settlement, for the purposes of this Settlement only. The Class is  
3 defined as all current and former non-exempt employees of Defendant in California  
4 employed at any time during from November 18, 2020, through May 20, 2024, who  
5 did not execute a general release with Defendant before May 20, 2024. The parties  
6 have agreed that individuals who participated in the finally approved class and PAGA  
7 action settlement in *Hernandez et al. v. Peloton Interactive, Inc.*, Case Nos.  
8 RG20053333 and RG20061729, may only participate in the Settlement as Settlement  
9 Class Members and/or PAGA Employees if they worked beyond December 2, 2021  
10 (the end of the *Hernandez* release), in which case they will only receive credit for  
11 workweeks from December 2, 2021 through May 20, 2024, as applicable.

12           6.       The Court hereby finally appoints Schneider Wallace Cottrell Konecky  
13 LLP (“SWCK”) and Beligan Law Group, LLP (“BLG”) as Class Counsel and  
14 Plaintiffs as Class Representatives.

15           7.       The Court finds the approved Notice of Settlement and Hearing Date for  
16 Final Court Approval (“Notice Packet”) (ECF No. 58-3, pp. 42–52) constituted the  
17 best notice practicable under the circumstances and is in full compliance with the  
18 applicable laws and the requirements of due process. The Court further finds the  
19 Notice Packet fully and accurately informed the Class Members of all material  
20 elements of the proposed Settlement, of their right to be excluded from the Settlement,  
21 and of their right and opportunity to object to the Settlement. A full opportunity has  
22 been afforded to the Class Members to participate in this hearing and all Class  
23 Members and other persons wishing to be heard have been heard. Accordingly, the  
24 Court determines that all Class Members who did not submit a request for exclusion  
25 are bound by this Final Approval Order and Judgment.

26           8.       The Court finally approves a service award of \$10,000.00 for each  
27 Plaintiff, and finds that these awards are fair and reasonable for the work these  
28 individuals provided to the Class Members and the broader release they executed than

1 the Class Members.

2 9. The Court finally approves Class Counsel’s request for attorneys’ fees of  
3 one third of the Gross Settlement Fund, for a total of \$528,000.00 in fees. This amount  
4 is justified under the common fund doctrine, the range of awards ordered in this  
5 District and Circuit, the excellent results obtained, the substantial risk borne by Class  
6 Counsel in litigating this matter, the high degree of skill and quality of work  
7 performed, the financial burden imposed by the contingency basis of Class Counsel’s  
8 representation of Plaintiffs and the Class, and the additional work required of Class  
9 Counsel to bring this Settlement to conclusion. The Court finds the fee award is further  
10 supported by a lodestar crosscheck, whereby it finds that the hourly rates of SWCK  
11 and BLG are reasonable, and that the estimated hours expended are reasonable.

12 10. The Court finally approves Class Counsel’s request for litigation costs in  
13 the amount of up to \$35,000.00.

14 11. The Court confirms the appointment of CPT Group, Inc. (“CPT”) as  
15 Settlement Administrator and approves its reasonable administration costs of  
16 \$10,750.00, which are to be paid from the Gross Settlement Fund.

17 12. Accordingly, good cause appearing, the Court hereby APPROVES the  
18 following implementation schedule.

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Final Approval Hearing. (ECF No. 63).	September 16, 2024 at 10:00 a.m. (held)
Effective Date. (Settlement, ¶ II.9).	The later of: (i) if no timely objections are filed, or if filed, are withdrawn prior to Final Approval, the date of Final Approval if the Settlement is finally approved consistent with the terms of the Settlement Agreement; or (ii) if timely objections are filed and not withdrawn, then either five (5) calendar days from the final resolution of any appeals timely filed

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	<p>or the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved consistent with the terms of the Settlement.</p>
<p>Deadline for Defendant to deposit the Gross Settlement Fund and Employer’s Payroll Tax Payments into the Qualified Settlement Fund established by the Settlement Administrator (“Funding Date”). (Settlement, ¶ II.12).</p>	<p>30 business days after the Effective Date.</p>
<p>Deadline for Settlement Administrator to issue Class Counsel Award to Class Counsel and Class Representative Enhancement Payments to Plaintiffs in the amounts determined by the Court. (Settlement, ¶ III.65(a)).</p>	<p>14 calendar days after the Funding Date.</p>
<p>Deadline for Settlement Administrator to issue Individual Settlement Payments to Participating Settlement Class Members, Individual PAGA Payments to PAGA Employees, and LWDA Payment to LWDA. (Settlement, ¶ III.65(b)).</p>	<p>21 calendar days after the Funding Date.</p>
<p>Check-cashing deadline. (Settlement, ¶ III.66).</p>	<p>180 days after issuance.</p>
<p>Deadline for Settlement Administrator to tender uncashed check funds to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. (Settlement, ¶ III.66).</p>	<p>As soon as practicable after check-cashing deadline.</p>
<p>Deadline for Settlement Administrator to provide a declaration attesting to the issuance of payments and completion of administration of the Settlement to counsel for the Parties. (Settlement, ¶ III.67).</p>	<p>As soon as practicable upon completion of the administration of the Settlement.</p>

1 13. The Court further orders that, pending further order of this Court, all  
2 proceedings in this action, except those contemplated herein and in the Settlement, are  
3 stayed.

4 14. With this final approval of the Settlement, it is hereby ordered that all  
5 claims that are released as set forth in the Settlement are barred as of the Effective  
6 Date.

7 15. The Court permanently enjoins all of the Participating Settlement Class  
8 Members from pursuing, or seeking to reopen, any Released Claims or Released FLSA  
9 Claims (as defined in the Settlement at Paragraphs II.27, II.28, II.29, III.61) against  
10 Defendant or any of the Released Parties (as defined in the Settlement at Paragraph  
11 II.30) as of the Effective Date.

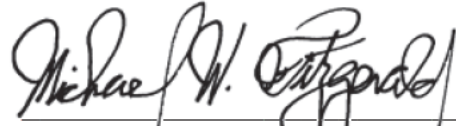
12 16. The Court also permanently enjoins all Class Members who worked  
13 during the period from July 27, 2021 through May 20, 2024 (the date the Court granted  
14 preliminary approval of the Settlement), regardless of whether they opted out of the  
15 class component of the Settlement, from pursuing, or seeking to reopen, any of the  
16 Released PAGA Claims (as defined in the Settlement at Paragraph II.28) against  
17 Defendant or any of the Released Parties (as defined in the Settlement at Paragraph  
18 II.30) as of the Effective Date.

19 17. The Court dismisses the above-captioned action with prejudice and  
20 **HEREBY ENTERS JUDGMENT** consistent with the Settlement and this Order to  
21 so dismiss the action. Accordingly, The Court **HEREBY ORDERS, ADJUDGES,**  
22 **AND DECREES THAT** all Participating Settlement Class Members are permanently  
23 enjoined and barred from prosecuting against any Released Claims or Released FLSA  
24 Claims (as defined in the Settlement at Paragraphs II.27, II.28, II.29, III.61) against  
25 Defendant or any of the Released Parties (as defined in the Settlement at Paragraph  
26 II.30) as of the Effective Date, and all Class Members who worked during the period  
27 from July 27, 2021 through May 20, 2024 (the date the Court granted preliminary  
28 approval of the Settlement), regardless of whether they opted out of the class

1 component of the Settlement, are permanently enjoined and barred from prosecuting  
2 any Released PAGA Claims (as defined in the Settlement at Paragraph II.28) against  
3 Defendant or any of the Released Parties (as defined in the Settlement at Paragraph  
4 II.30) as of the Effective Date.

5 18. The Court shall retain jurisdiction to enforce the terms of the Settlement.

6  
7 Dated: February 12, 2025

  
MICHAEL W. FITZGERALD  
United States District Judge

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