

Exhibit 1

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7 Attorneys for defendant
EQUINOX HOLDINGS, INC.
8

9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11

12 JASON ROTHMAN,)	CASE NO.
)	2:20-cv-9760-CAS-MRW_____
13 Plaintiff,)	
)	
14)	
15 vs.)	DECLARATION OF AZEEM
)	SHEIKH IN SUPPORT OF
16 EQUINOX HOLDINGS, INC. and)	DEFENDANT'S
17 DOES 1 through 100, inclusive.)	MOTION TO DISMISS
)	AMENDED COMPLAINT
18 Defendants.)	
)	

19
20 I, Azeem Sheikh, declare as follows:

21 1. I am the General Manager of the Equinox Fitness club in Glendale, a
22 role I have held now for several years. I have personal knowledge of all statements
23 I make below.

24 2. In my capacity as manager, I have had numerous interactions with
25 individual Equinox members who have contacted Equinox, or me personally, to
26 request adjustments to their accounts in connection with COVID-19 and our club's
27 corresponding government-mandated closure.

28 3. The requests of these members match what works best for their

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individual circumstances. For example, some members have requested that their pro-rated club closure credits be applied towards future membership dues, while other members have asked for refunds to their original payment methods.

4. My practice has been to grant such requests freely. Since our club's closure in March, I have not turned down any member's request for a refund or dues credit.

5. I understand Jason Rothman is the plaintiff in this case. I know Mr. Rothman personally because he used the club so frequently, often multiple times per week. I considered him one of my "regulars." In fact, he often worked out around the same time as I did, during my breaks from work. It was not uncommon for us to enjoy friendly chats, either during his workout or as he was arriving or leaving the club, walking from his nearby law office.

6. Our friendly personal rapport was one reason I was so surprised to learn that Mr. Rothman filed a lawsuit about Equinox's handling of his account during the COVID pandemic, especially since I personally saw to it that Equinox handled Mr. Rothman's account to his satisfaction.

7. On or about June 25, Mr. Rothman submitted a written request via Equinox's Concierge service for (a) the freezing of his account, (b) a corresponding refund of the \$262.53 amount of his June and July dues, and (c) for his \$84.19 credit corresponding to the club's March closure to be applied toward his membership dues. A true and correct screenshot of Mr. Rothman's requests appears below:

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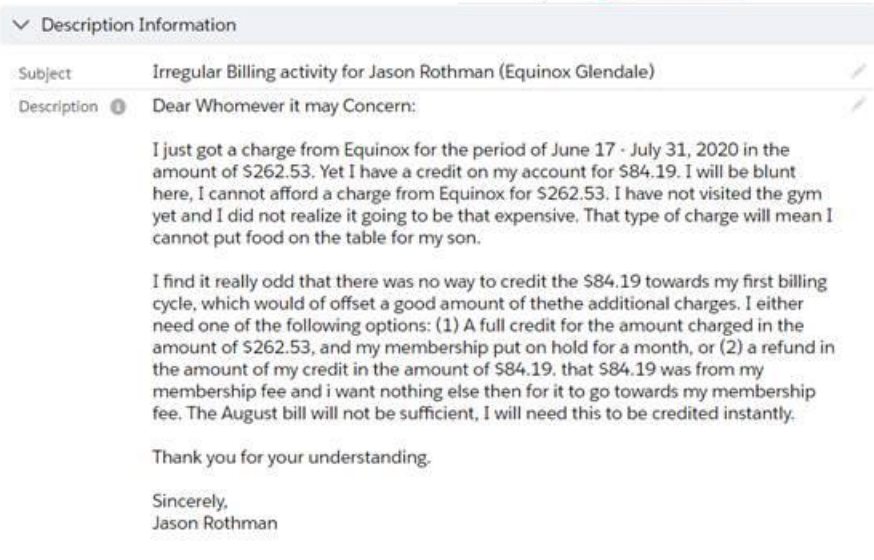
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8. Mr. Rothman's June 25 requests came to me as the manager of his club. Due to the high volume of such individual COVID-related requests for account adjustments and other customer service, I reached Mr. Rothman's June 25 note on July 3, 2020.

9. When I read it, I was surprised. The way he wrote it made me think he meant it for a distant, anonymous billing clerk instead of a member of the local Glendale staff who greeted him each time he visited the club.

10. That same day, July 3, in keeping with Mr. Rothman's requests, I submitted instructions to Equinox member services staff to freeze Mr. Rothman's account, refund his \$262.53 for June and July, and reissue his \$84.19 March credit so that it would apply to his membership dues.

11. A true and correct screenshot of my July 3 email to Mr. Rothman appears below:

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On Friday, July 3, 2020, 4:53:51 PM PDT, Azeem Sheikh <azeem.sheikh@equinox.com> (<mailto:azeem.sheikh@equinox.com>)> wrote:

Hey Jason,

I hope this email finds you and your family in good health. Sorry for my delayed response in regards to your recent correspondence about billing. I am sure you can imagine I have been dealing with a high volume of emails. I have placed your membership on freeze for 3 months and requested for a refund for the dues charged on 6/25. Due to high volume refunds are taking up to 30 days to be processed.

Please let me know if you have any additional questions.

In good health,

AZEEM SHEIKH
EQUINOX / GENERAL MANAGER

12. Although my July 3 email addressed just the \$262.53 refund and membership freeze, I had indeed also begun the reissuance of Mr. Rothman's \$84.19 March credit so that it would apply to his dues. Below is a true and correct screenshot of a relevant segment of our internal case record showing that I opened that process on July 3 and that the credit was in fact reissued on July 24:

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Case: 02084683

Case Number	02084683	Status	Resolved
Case Owner	Azeem Sheikh	Categories	Membership
Case Origin	Member Admin	Sub Categories	Comp Gift Card
Resolved By	Kevin Stanfa	Resolved Date	7/24/2020 9:35 AM

Description Information

Member ID	1003422100
Contact Name	Jason Rothman
Contact Home Club	Glendale
Mbr Admin Request Type	Comp Gift Card
Comp GC Reason	Experience/Service Recovery
Amount	84.19
Total Amount Returned	84.19
Description	Member is requesting to apply GC towards dues. Please reissue GC #WEB312467492093
Mbr Admin Back-Office Comments	
Back office category	Member Loyalty Gesture

Additional Information

Subject	Gift Card	Priority	High
Successfully sent to MOSO		Last MOSO sent time	

System Information

Date/Time Opened	7/3/2020 7:48 PM	Date/Time Closed	7/24/2020 9:35 AM
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13. The July 24 resolution of the above-depicted case resulted in the application of the \$84.19 from March as a non-expiring credit to Mr. Rothman's dues account.

14. Following my July 3 email to Mr. Rothman, the next day he wrote me via email to retract his request that I freeze his membership. His email indicated that he had begun attending the club following its summer reopening and therefore no longer wanted his membership to be put on hold. A true and correct screenshot of Mr. Rothman's July 4 email appears below:

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1 From: Jason Rothman <jrothman7@yahoo.com (mailto:jrothman7@yahoo.com)>
 2 Sent: Saturday, July 4, 2020 6:47 AM
 3 To: Azeem Sheikh <azeem.sheikh@equinox.com (mailto:azeem.sheikh@equinox.com)>
 4 Subject: Re: Hey

5 Dear Azeem:

6 Happy fourth of July! Thank you for getting back to me. I tried to get in touch with you last
 7 week but it seemed our paths kept passing each other. I have gone to the gym a few times
 8 and would prefer it for my gym membership to not be put on hold. Sorry about this I know it
 9 makes everything more difficult.

10 Hope you have a good weekend and thank you!

11 Sincerely,
 12 Jason Rothman

13 15. In accordance with Mr. Rothman's expressed wishes to continue using
 14 the club during the summer reopening, I therefore lifted the freeze on his account
 15 and cancelled the corresponding request to refund his summer dues, but I did not
 16 alter the application of his March credit to his dues account.

17 16. Very shortly after the July 4 holiday, Mr. Rothman came to the club
 18 for another workout. I believe it was Monday, July 6, based on Equinox records
 19 indicating that he checked into the Glendale club during the noon hour that day.

20 17. During his visit on that occasion, Mr. Rothman approached me while I
 21 was working at a desk near the club entrance. I remember the conversation
 22 because of my personal rapport with Mr. Rothman as one of the more frequent
 23 "regulars" at my club, and because our email communications about his account
 24 were ongoing at that time.

25 18. I therefore took the opportunity to explain the above steps I had taken
 26 with the intent to make sure, in person, that Mr. Rothman was satisfied. I told him
 27 that I had arranged for the \$84.19 March credit to be applied to his future dues but
 28 that it might take a little while considering the volume of such requests to process.
 I recall Mr. Rothman thanking me and expressing his appreciation that I had taken
 care of him. In keeping with my usual practice in such interactions with members,
 I asked Mr. Rothman to let me know if there was anything else I could do to help
 him. He asked nothing further of me.

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1 19. If Mr. Rothman had instead said that he wanted a refund back to his
2 original payment method, I would have personally seen to it that we implemented a
3 refund, no questions asked, just as I have done when asked by other members.

4 20. Following that early July conversation at the club, Mr. Rothman has
5 not contacted me in regards to our handling of his post-closure dues.

6 21. Apart from the interactions I described above, there is also no
7 indication in our systems for tracking customer service requests that Mr. Rothman
8 ever contacted Equinox by any other means to request a refund or other adjustment
9 to his account in connection with post-closure dues.

10 22. Then, a few days after our chat in the club, Mr. Rothman emailed me
11 July 10 to request that I send him his membership agreement. I did so on July 11.
12 I understand he filed this lawsuit less than a month later.

13 23. If Mr. Rothman had asked anytime for a refund of post-closure dues
14 before filing his lawsuit, I would have personally seen to it, just as I have routinely
15 done for numerous other members of my club -- including Mr. Rothman himself
16 when he wanted a refund of all his summer dues before changing his mind.
17 However, Mr. Rothman chose to file suit instead of just asking me.

18 24. Now lawyers are involved. I understand that, as a matter of customer
19 service, Equinox has decided to regard Mr. Rothman's lawsuit like a refund
20 request. Accordingly, I have confirmed that today Equinox refunded Mr.
21 Rothman's post-closure dues to his credit card.

22 I declare under penalty of perjury that the foregoing is true and correct.
23 Executed on February 12, 2021 at Los Angeles, California.

SIGNATURE FOLLOWS ON NEXT PAGE

Azeem Sheikh
General Manager, Equinox Glendale

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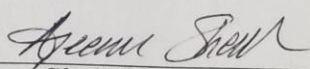
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