

**Court-Ordered Legal Notice  
Forwarding Service  
Requested**

*A Federal Court authorized this  
notice. This is not a solicitation  
from a lawyer.*

*This Notice may affect your  
legal rights.  
Please read it carefully.*

*Rothman v. Equinox Holdings, Inc.* Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063

Mail ID:

**COURT ORDERED LEGAL NOTICE: *Rothman v. Equinox Holdings, Inc.*, Case No. 2:20-cv-09760-CAS-MBK**  
**NOTICE OF PENDENCY OF CLASS ACTION**

**If you were a member of a California-based Equinox Gym during the COVID-19 pandemic, a Class Action may affect your rights.**

A class action has been certified that includes certain members of any California-based Equinox gyms during the COVID-19 lockdowns in 2020. Plaintiff Jason Rothman ("Plaintiff") alleges that Defendant Equinox Holdings, Inc. ("Defendant") improperly retained membership dues that had been paid in advance for periods during which its Equinox gyms were temporarily closed due to the COVID-19 lockdowns in 2020. The lawsuit seeks restitution and/or damages for all qualifying California-based Equinox members. Defendant strongly denies all of the claims and allegations made in the lawsuit. The Court has not decided whether Defendant has in fact violated the law, and a trial date has not yet been scheduled. The sole purpose of this Notice is to inform you of the lawsuit so you can make an informed decision as to whether you should participate in or opt out of this class action. There is no guarantee that money ever will be available.

**Who is included?** The lawsuit includes a "Class" comprised of the following individuals:

All Equinox members with a Home Club in California, whose Membership Agreement included the Refund Clause, and who did not receive a refund of prepaid membership dues for any period during which Defendant's Equinox-branded Fitness Clubs were closed.

**Please note that the delivery of this notice to you does not automatically mean that your Equinox Membership Agreement contains the "Refund Clause" or that you are necessarily entitled to any money, benefits, or other relief.**

**What are my options?** You have a choice of whether to participate in this Class Action or not. If you do nothing, you are choosing to remain a member of the Class. If you participate in this Class Action, you will retain the possibility of receiving money or other benefits that might result from trial or settlement, but you will give up your individual right to sue Defendant for the same legal claims that were made, or could have been made, in this lawsuit. If you meet the criteria for class membership, but do not want to stay in the Class, you can submit a request for exclusion. If you request exclusion, and if money or other benefits ultimately are awarded, you will not get a share of such award, but you will be able to sue Defendant on your own behalf for the same legal claims made in this lawsuit. Any separate litigation you choose to bring might be subject to a statute of limitations or other time-sensitive requirement. To request exclusion, you must send a letter postmarked by **August 1, 2025** to: *Rothman v. Equinox Holdings, Inc.* Litigation – EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205, Media, PA 19063, or you can email your letter to [info@strategicclaims.net](mailto:info@strategicclaims.net). Your letter must include your name, address, telephone number, email address, and signature. Instructions on how to exclude yourself and a sample exclusion letter are posted at <http://www.gymfeeclassaction.com>. For more information please call (866) 968-8820, or scan the below QR code:

